

AGENDA

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, September 20, 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

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 subject-matter 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 3-minute presentation.

All persons addressing the Commission are requested to state their name and address for the record. Public comments must not interfere with orderly discussion or otherwise disrupt the meeting (CA Gov. Code 54957.9, SB 1100 (2022)). Slanderous, profane, threatening remarks or disorderly conduct that disrupts the meeting are prohibited (CA Gov. Code 36813, White v. City of Norwalk, 900 F.2d 1421 (1990)). Disruptive conduct may be grounds for removal from the meeting.

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

(M/S/C): ___ / ___ / ___



IV. APPROVAL OF THE FOLLOWING MEETING MINUTES

- 1. July 13, 2022, Special Meeting (M/S/C): ____/____/____

V. CONSENT CALENDAR

- 1. Rent Delinquency Report July 2022
- 2. Financial Reports for July 2022
- 3. Public Housing Occupancy/Vacancy Report
- 4. HCV Special Program Counts

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

VI. INFORMATION/DISCUSSION ITEM(S)

- 1. Staff Report – Clerk of the Board/Human Resources/Development

VII. EXECUTIVE DIRECTOR REPORT

VIII. WRITTEN CORRESPONDENCE

None

IX. RESOLUTION ITEM(S)

- 1. **Resolution No. 2022-10:** Awarding the Carbon Monoxide Detector Conversion contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

- 2. **Resolution No. 2022-11:** Awarding the Atwater Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

- 3. **Resolution No. 2022-12:** Awarding the Los Banos Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

- 4. **Resolution No. 2022-13:** Awarding the Merced Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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



5. **Resolution No. 2022-14:** Awarding the Felix Torres Migrant Center Roofing contract to Fresno Roofing Co., Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

6. **Resolution No. 2022-15:** Awarding the Merced Migrant Center Mini Split contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

7. **Resolution No. 2022-16:** Awarding the Atwater Mini Split Installation contract to Central Valley Air Conditioning, Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

8. **Resolution No. 2022-17:** Awarding the Los Banos Mini Split Installation contract to Central Valley Air Conditioning, Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

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

9. **Resolution No. 2022-18:** Resolution of the Housing Authority of the County of Merced Honoring the memory of Commissioner Jose Manuel Resendez Jr.

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

X. ACTION ITEM(S)

1. **Action Item 2022-A-02:** Consideration of Action of the Board of Commissioners of the Housing Authority of the County of Merced Regarding Payoff Demand, Substitution of Trustee & Reconveyance of Deed for 1522 Vine Circle, Atwater, CA 95301.

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

XI. COMMISSIONER'S COMMENTS

1. Moment of Silence in Memory of Commissioner Jose Manuel Resendez Jr.

XII. CLOSED SESSION ITEM(S)

1. **Public Employee Discipline/Dismissal/Release (§ 54957)**

XIII. ADJOURNMENT

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



MINUTES

BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE COUNTY OF MERCED

Regular Meeting
Tuesday, July 13, 2022

- I. The meeting was called to order by Chairperson Osorio at 9:09 a.m. and the Secretary was instructed to call the roll.

Commissioners Present:

Rick Osorio, Chairperson
Evelyne Dorsey
Robert Dylina
Diana Odom Gunn
Margaret Pia

Commissioners Absent:

Hub Walsh, Vice-Chairperson
Jose Resendez

Chairperson Osorio declared there was a quorum present.

Staff Present:

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

Others Present:

None

II. **UNSCHEDULED ORAL COMMUNICATION**

None

III. **PUBLIC HEARING**

1. **Public Housing Agency Annual Plan – 9:11 a.m. – 9:12 a.m.**

(M/S/C): Commissioner Odom Gunn/Commissioner Pia/Motion Passed

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

None

(M/S/C): Commissioner Pia/Commissioner Odom Gunn/Motion Passed



V. APPROVAL OF THE FOLLOWING MEETING MINUTES

1. June 21, 2022, Regular Meeting

(M/S/C): Commissioner Pia/Commissioner Odom Gunn/Motion Passed

VI. CONSENT CALENDAR

1. Rent Delinquency Report for June 2022

(M/S/C): Commissioner Dylina/Commissioner Odom Gunn/Motion Passed

2. Track Summary Report for June 2022

(M/S/C): Commissioner Pia/Commissioner Odom Gunn/Motion Passed

VII. INFORMATION AND DISCUSSION ITEM(S)

1. Ethics Training (2 Hours, Compliant with AB 1234) – Tabled for a future meeting. Date to be determined.

(M/S/C): Commissioner Dylina/Commissioner Odom Gunn/Motion Passed

2. Legal Counsel Ritchie reviewed a draft of the Public Agency Officials & Staff Roles provided in the meeting packet. At the direction of the Board he will develop the policies and procedures for review.

3. The Board received an update the Authority's development efforts. The Authority submitted a request to convert a market-rate apartment complex it currently owns into a Public Housing development securing that complex as affordable housing. The Authority continues to follow up on a request to HUD to increase the current PBV allocation. This request continues to await approval. Lastly, the Authority is finalizing the MOU between CalAHA and the Authority for consulting services. This agreement will see CalAHA assisting the Authority in the development of small homes at the Midway Apartment complex in the city of Dos Palos.

Caucus at 10:01 a.m. – 10:15 a.m.

4. Director Jackson provided follow up to the complaint received by the Board at the May 2022 meeting. Director Jackson has had communications with the resident and has answered all of the inquiries the resident had. Additionally, a report outlining the waiting list lottery processes was provided. This option was being discussed as a option to expedite the selection and screening process. Unfortunately, this process does not provide that as the requirements for documents and other verifications remains in place and this is the stage that is the lengthiest.

The other matter discussed was the status, future, and issues involving the Shelter Plus Care grant which funds eight vouchers targeted for individuals



experiencing or at-risk of homelessness receiving supportive services through Behavioral Health & Recovery Services (BHRS).

Caucus at 11:10 a.m. – 11:25 a.m.

VIII. EXECUTIVE DIRECTOR REPORT

1. The Authority received information from Bond Counsel about the possibility of refinancing the previously issued Pension Obligation Bond as interest rates are declining and this could further Authority savings. Bond Counsel will perform an analysis prior to any further action. In the event the analysis is favorable a presentation will be prepared for the Finance Ad-Hoc Committee for review and subsequent Board approval.
2. Executive Director Vazquez met with the Boys & Girls Club Director to discuss a partnership between both agencies. Said partnership will include use of Authority meeting space for the coordination of events. This partnership will benefit Authority resident children as it will provide activities for them without the need of long travel.

Caucus at 12:37 p.m. – 1:24 p.m.

IX. WRITTEN CORRESPONDENCE

None

X. RESOLUTIONS ITEM(S)

1. **Resolution Item No. 2022-05:** Approving the PHA Annual Plan Fiscal Year 2022 for submission to the Department of Housing & Urban Development.

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

2. **Resolution Item No. 2022-06:** Approving the revisions to the Public Housing Admissions and Occupancy Policy (ACOP).

(M/S/C): Commissioner Odom Gunn/Commissioner Dylina/Motion Passed

3. **Resolution Item No. 2022-07:** Approving the revisions to the Housing Choice Voucher Program Administrative Plan.

(M/S/C): Commissioner Pia/Commissioner Odom Gunn/Motion Passed

4. **Resolution Item No. 2022-08:** Approving the Operational Budget for Fiscal Year 2022-2023.

(M/S/C): Commissioner Odom Gunn/Commissioner Pia/Motion Passed

5. **Resolution Item No. 2022-09:** Declaring certain vehicles as surplus and authorizing their sale or disposition as excess property.

(M/S/C): Commissioner Odom Gunn/Commissioner Pia/Motion Passed



XI. ACTION ITEM(S)

None

XII. INFORMATION AND DISCUSSION ITEM(S)

1. Board/Staff Strategic Planning Session – Agency Mission and Community Needs Discussion – Executive Director Vazquez reviewed the goals the Authority achieved during the past year. The Authority refinanced a high-interest bond for the Merced Commons Apartments avoiding a hefty \$1M balloon payment while also securing funds for capital needs improvements for the site. Additionally, the Authority restructured the current organizational chart and reinstated positions that will improve service to client while also improving workload for staff. The Authority has procured a Grant Coordinator that will facilitate and expand the Authority’s claim on funding available. These goals have been achieved with the intent to execute the Board’s vision of expanding the Authority’s housing portfolio securing affordable housing for those in need.
2. Board/Staff Strategic Planning Session – Discussion and Analysis of Future Board Goals/Objectives. Over the upcoming year, the Authority has been directed to continue to explore and execute ways to increase affordable housing; explore ways to become more energy efficient; review more streamlined processes for applicants, and other items related to the Board and training.

XIII. COMMISSIONER’S COMMENTS

The Board requests that the following items be made available for review: a map of all Authority sites, MOU, procurement and finance policies. Additionally, guidance was given pertaining to the development of Public Agency Officials & Staff Roles.

XIV. CLOSED SESSION ITEM(S)

None

XV. ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 4:30 p.m.

Chairperson Signature

Date: August 16, 2022

Secretary Signature

Date: August 16, 2022



Aged Receivables Report as of 7/31/2022

Property	0 - 30 days	31-60 days	61 - 90 days	Over 90 days	Total Unpaid Charges	Balance
AMP 1						
ca023001 PH - Merced	5,190.12	2,398.87	0.00	13,024.76	20,613.75	20,613.75
ca023010 PH - Merced	6,694.83	5,616.71	0.00	12,842.33	25,153.87	25,153.87
ca023013 PH - Merced Sr	913.35	297.94	0.00	1,191.00	2,402.29	2,402.29
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	12,798.30	8,313.52	0.00	27,058.09	48,169.91	48,169.91
AMP 2						
CA023003 PH - Atwater - Cameo	1,567.00	1,397.00	0.00	8,506.00	11,470.00	11,470.00
ca023006 PH - Livingston	778.69	415.00	0.00	1,558.06	2,751.75	2,751.75
012a PH - Atwater	3,757.87	4,260.52	0.00	14,352.29	22,370.68	22,370.68
012b PH - Winton	24.60	0.00	0.00	-251.00	-226.40	-226.40
AMP 2 TOTALS	6,128.16	6,072.52	0.00	24,165.35	36,366.03	36,366.03
AMP 3						
ca023002 PH - Los Banos	638.00	636.00	0.00	4,592.74	5,866.74	5,866.74
ca023004 PH - Los Banos - Abby, B, C & D	2,609.50	2,213.00	0.00	3,304.79	8,127.29	8,127.29
ca023005 PH - Dos Palos - West Globe	721.00	561.00	0.00	902.00	2,184.00	2,184.00
ca023011 PH - Los Banos - J & K St	1,359.24	1,225.00	0.00	769.92	3,354.16	3,354.16
012c PH - Dos Palos - Alleyne	934.48	391.00	0.00	19,114.00	20,439.48	20,439.48
012d PH - Dos Palos - Globe	917.00	-82.00	0.00	0.00	835.00	835.00
AMP 3 TOTALS	7,179.22	4,944.00	0.00	28,683.45	40,806.67	40,806.67
AMP 4						
ca023024 PH 1st Street	1,000.00	114.00	0.00	104.00	1,218.00	1,218.00
AMP 4 TOTALS	1,000.00	114.00	0.00	104.00	1,218.00	1,218.00
VALLEY VIEW						
atw Atwater Elderly	0.00	0.00	0.00	0.00	0.00	0.00
dp Dos Palos Elderly	0.00	0.00	0.00	0.00	0.00	0.00
mid Midway	0.00	0.00	0.00	200.00	200.00	200.00
pbc - atw	495.00	420.00	0.00	-195.51	719.49	719.49
pbc - dp	894.00	567.00	0.00	-587.72	873.28	873.28
pbc - mid	2,417.00	1,397.00	0.00	19,344.68	23,158.68	23,158.68
VALLEY VIEW TOTALS	3,806.00	2,384.00	0.00	18,761.45	24,951.45	24,951.45
FELIX TORRES YEAR ROUND						
ft.yr Felix Torres Year Round Center	6,572.82	3,882.00	0.00	8,518.00	18,972.82	18,972.82
FELIX TORRES YEAR ROUND TOTALS	6,572.82	3,882.00	0.00	8,518.00	18,972.82	18,972.82
HOUSING AUTHORITY TOTALS						
	37,484.50	25,710.04	0.00	107,290.34	170,484.88	170,484.88

Aged Receivables Report as for 8/2022 - As of 9-01-2022

Property	0 - 30 days	31-60 days	61 - 90 days	Over 90 days	Total Unpaid Charges	Balance
AMP 1						
ca023001 PH - Merced	5,444.68	0.00	3,197.04	11,053.34	19,695.06	19,695.06
ca023010 PH - Merced	4,451.58	0.00	3,280.18	1,914.31	9,646.07	9,646.07
ca023013 PH - Merced Sr	956.35	0.00	532.35	1,493.59	2,982.29	2,982.29
ca023021 PH - Acquisition	0.00	0.00	0.00	0.00	0.00	0.00
ca023023 PH - Acquisition	198.00	0.00	198.00	1,933.00	2,329.00	2,329.00
AMP 1 TOTALS	11,050.61	0.00	7,207.57	16,394.24	34,652.42	34,652.42
AMP 2						
CA023003 PH - Atwater - Cameo	498.00	0.00	94.00	-446.00	146.00	146.00
ca023006 PH - Livingston	1,558.00	0.00	380.00	2,153.06	4,091.06	4,091.06
012a PH - Atwater	1,944.77	0.00	1,926.00	2,096.46	5,967.23	5,967.23
012b PH - Winton	24.60	0.00	0.00	0.00	24.60	24.60
AMP 2 TOTALS	4,025.37	0.00	2,400.00	3,803.52	10,228.89	10,228.89
AMP 3						
ca023002 PH - Los Banos	1,226.59	0.00	1,185.00	2,528.00	4,939.59	4,939.59
ca023004 PH - Los Banos - Abby, B, C & D	263.00	0.00	-249.00	-6,893.21	-6,879.21	-6,879.21
ca023005 PH - Dos Palos - West Globe	567.00	0.00	558.00	729.00	1,854.00	1,854.00
ca023011 PH - Los Banos - J & K St	758.24	0.00	412.00	-62.08	1,108.16	1,108.16
012c PH - Dos Palos - Alleyne	950.32	0.00	0.00	-181.00	769.32	769.32
012d PH - Dos Palos - Globe	550.00	0.00	193.00	-82.00	661.00	661.00
AMP 3 TOTALS	4,315.15	0.00	2,099.00	-3,961.29	2,452.86	2,452.86
AMP 4						
ca023024 PH 1st Street	0.00	0.00	433.00	-723.00	-290.00	-290.00
AMP 4 TOTALS	0.00	0.00	433.00	-723.00	-290.00	-290.00
VALLEY VIEW						
atw Atwater Elderly	0.00	0.00	0.00	0.00	0.00	0.00
dp Dos Palos Elderly	0.00	0.00	0.00	0.00	0.00	0.00
mid Midway	0.00	0.00	0.00	200.00	200.00	200.00
pbc - atw	495.00	0.00	420.00	145.49	1,060.49	1,060.49
pbc - dp	684.00	0.00	0.00	-558.72	125.28	125.28
pbc - mid	2,115.87	0.00	2,056.00	18,146.81	22,318.68	22,318.68
VALLEY VIEW TOTALS	3,294.87	0.00	2,476.00	17,933.58	23,704.45	23,704.45
FELIX TORRES YEAR ROUND						
ft.yr Felix Torres Year Round Center	5,894.82	0.00	4,371.00	10,358.00	20,623.82	20,623.82
FELIX TORRES YEAR ROUND TOTALS	5,894.82	0.00	4,371.00	10,358.00	20,623.82	20,623.82
HOUSING AUTHORITY TOTALS	28,580.82	0.00	18,986.57	43,805.05	91,372.44	91,372.44

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

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	579,637	493,731	85,906	17	658,301
TOTAL GRANT INCOME (2)	508,695	512,595	-3,900	-1	683,465
TOTAL INCOME	1,088,332	1,006,326	82,006	8	1,341,766
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5)	260,392	319,491	59,099	18	425,972
TOTAL TENANT SERVICES EXPENSES	1,691	1,278	-413	-32	1,700
TOTAL UTILITY EXPENSES	161,001	159,228	-1,773	-1	212,287
TOTAL MAINTENACE EXPENSES (6)	262,327	281,844	19,517	7	375,771
TOTAL GENERAL EXPENSES (7,8)	128,737	114,399	-14,338	-13	152,544
TOTAL HOUSING ASSISTANCE PAYMENTS	1,876	3,753	1,877	50	5,000
TOTAL FINANCING EXPENSES	32,958	32,958	0	0	43,947
TOTAL NON-OPERATING ITEMS	28,287	28,287	0	0	37,716
TOTAL EXPENSES	877,269	941,238	63,969	19	1,254,937
NET INCOME	211,063	65,088	145,975	224	86,829

- (1) Lower Covid related rents, not realized \$85M
- (2) Lower Operating Subsidy -\$4M
- (3) Lower Personnel Costs \$32M
- (4) Lower Legal Expenses \$11M
- (5) Lower Asset Mgmt Fees to be paid at yearend \$15M
- (6) Lower Supplies and higher Contract Maintenance Costs \$15M
- (7) Higher Property Insurance Costs -\$9M
- (8) Higher PILOT Expenses, based on higher rent revenue -\$9M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Infav	Fav/-Infav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	448,425	387,450	60,975	16	516,599
TOTAL GRANT INCOME (2)	330,676	345,744	-15,068	-4	460,996
TOTAL INCOME	779,101	733,194	45,907	6	977,595
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5))	178,656	223,668	45,012	20	298,227
TOTAL TENANT SERVICES EXPENSES	1,377	1,197	-180	-15	1,600
TOTAL UTILITY EXPENSES (6)	139,656	148,419	8,763	6	197,902
TOTAL MAINTENACE EXPENSES (7)	250,123	228,402	-21,721	-10	304,498
TOTAL GENERAL EXPENSES (8,9)	97,522	89,361	-8,161	-9	119,157
TOTAL HOUSING ASSISTANCE PAYMENTS	1,076	846	-230	-27	1,125
TOTAL FINANCING EXPENSES	14,355	14,355	0	23	19,145
TOTAL NON-OPERATING ITEMS	53,529	53,532	3	0	71,372
TOTAL EXPENSES	736,293	759,780	23,487	14	1,013,026
NET INCOME	42,808	-26,586	69,394	-261	-35,431

- (1) Lower COVID related rent, not realized \$61M
- (2) Lower Operating Fund -\$15m
- (3) Lower Personnel Costs \$25M
- (4) Lower Legal Expenses \$5M
- (5) Lower Asset Management Fees to be paid at yearend \$10M
- (6) Lower Utilities, invoices not yet received \$9M
- (7) Higher Maintenance Supplies -\$15M
- (8) Higher Property Insurance Expense -\$6M
- (9) Higher PILOT Expenses, based on higher rent revenues -\$7M

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

	YTD Actual	YTD Budget	Variance Fav/-Unfav	% Var Fav/-Unfav	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	446,534	368,064	78,470	21	490,756
TOTAL GRANT INCOME (2)	354,306	382,311	-28,005	-7	509,747
TOTAL INCOME	800,840	750,375	50,465	7	1,000,503
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	224,222	247,572	23,350	13	330,095
TOTAL TENANT SERVICES EXPENSES	1,275	819	-456	-56	1,100
TOTAL UTILITY EXPENSES (5)	114,395	119,007	4,613	4	158,688
TOTAL MAINTENANCE EXPENSES (6,7)	210,080	247,005	36,925	15	329,340
TOTAL GENERAL EXPENSES (8,9)	98,486	84,888	-13,597	-16	113,185
TOTAL HOUSING ASSISTANCE PAYMENTS	2,173	1,125	-1,048	-93	1,500
TOTAL FINANCING EXPENSES	16,560	16,560	0	42	22,083
TOTAL NON-OPERATING ITEMS	43,819	43,821	2	0	58,425
TOTAL EXPENSES	711,009	760,797	49,789	18	1,014,416
NET INCOME	89,831	-10,422	100,254	-962	-13,913

- (1) Lower COVID related rents. Not realized \$78M
- (2) Lower Operating Subsidy -\$28M
- (3) Lower Legal Expenses \$9M
- (4) Lower Asset Mgmt Fees to be paid at yearend \$11M
- (5) Lower Utilities Expenses, invoices not yet received \$5M
- (6) Lower Maintenance Personnel Expenses \$40M
- (7) Higher Maintenance Contract Services (HVAC) -\$4M
- (8) Higher Property Insurance due to prior year experience
- (9) Higher PILOT costs due to higher Tenant Rents -\$8M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	16,701	10,341	6,360	62	13,782
TOTAL GRANT INCOME	20,286	21,465	-1,179	-5	28,618
TOTAL INCOME	36,987	31,806	5,181	16	42,400
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	7,101	9,108	2,007	22	12,198
TOTAL TENANT SERVICES EXPENSES	2	0	-2	N/A	0
TOTAL UTILITY EXPENSES	5,053	4,743	-310	-7	6,323
TOTAL MAINTENACE EXPENSES (2,3)	14,902	4,797	-10,105	-211	6,429
TOTAL GENERAL EXPENSES	3,216	2,493	-723	-29	3,316
TOTAL HOUSING ASSISTANCE PAYMENTS	0	72	72	100	100
TOTAL FINANCING EXPENSES	918	918	0	0	1,221
TOTAL NON-OPERATING ITEMS	35,818	35,820	2	0	47,757
TOTAL EXPENSES	67,009	57,951	-9,058	-26	77,344
NET INCOME	-30,022	-26,145	-3,877	11	-34,944

- (1) Lower COVID related rent, not realized \$6M
- (2) Higher Building Supplies -\$3M
- (3) Higher Contract Work (Building and Landscape) -\$7M

Housing Authority of the County of Merced
All HCV Properties with Sub (.fs-hcvs)
Budget Comparison
Period = Oct 2021-Jun 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL GRANT INCOME (1,2,3)	15,389,363	18,669,339	-3,279,976	-18	24,892,450
TOTAL OTHER INCOME	595	2,241	-1,646	-73	3,000
TOTAL INCOME	15,389,958	18,671,580	-3,281,622	-18	24,895,450
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5,6)	1,244,280	1,398,033	153,753	16	1,864,061
TOTAL TENANT SERVICES EXPENSES	3,614	0	-3,614	N/A	0
TOTAL MAINTENACE EXPENSES (7)	32,099	18,054	-18,545	-1,222	24,075
TOTAL GENERAL EXPENSES	59,204	67,230	8,026	12	89,635
TOTAL HOUSING ASSISTANCE PAYMENTS (8,9)	14,952,394	17,097,831	2,145,437	13	22,797,109
TOTAL FINANCING EXPENSES	57,429	57,429	0	0	76,570
TOTAL EXPENSES	16,349,020	18,638,577	2,285,057	12	24,851,450
NET INCOME	-959,062	33,003	-996,565	-3,020	44,000

- (1) HUD withheld additional funding issued in March 2021 -\$1,113M
- (2) Lower than forecasted HAP Funding -\$2,210M
- (3) Higher Admin Fees \$36M
- (4) Lower Legal Fees \$8M
- (5) Lower Mgmt Fee and Bookkeeping Fees \$78M
- (6) Lower Inspections, invoices not received \$51M
- (7) Higher remodeling expenses for moving staff equipment and records -\$19M
- (8) Lower HAP payments to landlords \$1,882M
- (9) Lower Port out Expenses \$258M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL OTHER INCOME	719,354	920,313	-200,959	-22	1,227,078
TOTAL INCOME	<u>719,354</u>	<u>920,313</u>	<u>-200,959</u>	<u>-22</u>	<u>1,227,078</u>
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5,6)	683,760	749,016	65,256	9	998,682
TOTAL TENANT SERVICES EXPENSES	1,984	0	-1,984	N/A	0
TOTAL UTILITY EXPENSES (7)	26,282	33,453	7,172	21	44,605
TOTAL MAINTENANCE EXPENSES (8)	58,936	64,656	5,720	9	86,200
TOTAL GENERAL EXPENSES	33,440	30,636	-2,804	-9	40,845
TOTAL FINANCING EXPENSES (9)	59,931	59,931	0	0	79,909
TOTAL NON-OPERATING ITEMS	4,593	0	-4,593	N/A	0
TOTAL EXPENSES	<u>868,925</u>	<u>937,692</u>	<u>68,767</u>	<u>7</u>	<u>1,250,241</u>
NET INCOME	<u><u>-149,571</u></u>	<u><u>-17,379</u></u>	<u><u>-132,192</u></u>	<u><u>761</u></u>	<u><u>-23,163</u></u>

- (1) Lower Management and Bookkeeping Fees due to lower HAP issued -\$48M
- (2) Lower Asset Mgmt Fee to be paid at yearend -\$37M
- (3) Lower Admin Fee from Capital Fund to be paid before yearend -\$87M
- (4) Lower Personnel Costs \$39M
- (5) Lower Legal Expenses \$24M
- (6) Higher Consulting Expenses Accounting and CARES Act -\$9M
- (7) Lower Utility Expenses \$7M
- (8) Higher Maintenance rehab offices -\$5M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME	54,360	53,370	990	2	71,160
TOTAL OTHER INCOME	195,248	214,425	-19,177	-9	285,907
TOTAL INCOME	249,609	267,795	-18,186	-7	357,067
EXPENSES					
ADMINISTRATIVE					
TOTAL ADMINISTRATIVE EXPENSES (2)	56,151	63,243	7,092	11	84,327
TOTAL UTILITY EXPENSES	0	1,206	1,206	100	1,600
TOTAL MAINTENANCE EXPENSES (3)	0	8,361	8,361	100	11,150
TOTAL GENERAL EXPENSES	29,594	29,736	142	0	39,640
TOTAL FINANCING EXPENSES	119,790	119,790	0	0	159,716
TOTAL NON-OPERATING ITEMS	2,579	2,583	4	0	3,439
TOTAL EXPENSES	208,114	224,919	16,805	7	299,872
NET INCOME	41,495	42,876	-1,381	-3	57,195

- (1) Note paid off at The Grove \$19M
- (2) Lower Legal \$2M, Consult \$2M
- (2) Lower Contract Exp. \$8M
- (3) Pmt made Semi-Annual \$14K

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL INCOME	132,846	148,698	-15,852	-11	198,270
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	14,520	16,146	1,626	10	21,527
TOTAL UTILITY EXPENSES (2)	45,526	60,138	14,612	24	80,186
TOTAL MAINTENANCE EXPENSES (3)	20,686	29,793	9,107	31	39,705
TOTAL GENERAL EXPENSES	2,526	1,197	-1,329	-111	1,601
TOTAL NON-OPERATING ITEMS	40,350	40,347	-3	0	53,800
TOTAL EXPENSES	123,609	147,621	24,012	16	196,819
NET INCOME	9,238	1,077	8,161	758	1,451

- (1) Lower Commercial Rent and Utility reimbursement -\$16M
- (2) Lower Utilities , Invoices not rec'd \$15M
- (3) Lower general Maintenance supplies and Contract Services \$9M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME	402,900	424,899	-21,999	-5	566,530
TOTAL OTHER INCOME	77	0	77	N/A	0
TOTAL INCOME	402,977	424,899	-21,922	-5	566,530
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	52,371	67,242	14,871	22	89,650
TOTAL UTILITY EXPENSES (3)	64,789	75,375	10,586	14	100,492
TOTAL MAINTENACE EXPENSES	71,628	73,269	1,641	2	97,683
TOTAL GENERAL EXPENSES (4)	32,175	28,836	-3,339	-12	38,457
TOTAL FINANCING EXPENSES	15,867	15,867	0	0	21,157
TOTAL NON-OPERATING ITEMS	146,603	146,601	-2	0	195,471
TOTAL EXPENSES	383,433	407,190	23,757	0	542,910
NET INCOME	19,544	17,709	1,835	10	23,620

- (1) Lower COVID related rents \$22M
- (2) Lower Pensiion Exp \$18M
- (3) Lower Utilities , Invoices not rec'd \$ 11M
- (4) Higher Property Insurance \$3M

Housing Authority of the County of Merced
Financial Statement - Property = atw dp mid vv-bond pbc-b-atw pbc-b-dp pbc-b-mid
Budget Comparison
Period = Oct 2021-Jun 2022

	PTD Actual	PTD Budget	Variance	% Var	Annual
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	483,146	445,536	37,610	8	152,925
OTHER INCOME					
Miscellaneous Other Income	11,427	0	11,427	N/A	0
TOTAL OTHER INCOME (2)	11,427	0	11,427	N/A	0
TOTAL INCOME	494,573	445,536	49,037	11	152,925
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	88,674	130,212	41,538	32	44,094
TOTAL UTILITY EXPENSES (5)	69,765	72,810	3,045	4	29,124
TOTAL MAINTENANCE EXPENSES (6)	120,499	124,614	4,115	-340	42,174
TOTAL GENERAL EXPENSES (7)	17,800	32,076	14,276	45	9,408
TOTAL FINANCING EXPENSES	53,388	53,388	0	0	17,124
TOTAL NON-OPERATING ITEMS	30,389	30,393	4	0	10,131
TOTAL EXPENSES	380,516	443,493	62,977	-116	152,055
NET INCOME	114,058	2,043	112,015	-17,384	870

(1) Higher Tennant Rent \$38M

(2) Accounting Prior Period Adj. \$11M

(3) Lower Personnel Costs \$23M

(4) Lower Legal And Admin Expenses \$18M

(5) Lower Utility Expenses \$3M

(6) Landscaping/Fencing funded by Improvement Note Payable \$432M (Adj), not included in operating expenses

(7) Property Insurance Expense up \$\$4M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
Total - Grant Income (1)	1,237,327	1,489,586	-252,259	-17	1,489,586
TOTAL INCOME	1,237,327	1,489,586	-252,259	-17	1,489,586
EXPENSES					
Total - Center Personnel (2)	464,844	698,100	233,256	33	698,100
Total - Operating Expenses (3)	444,934	427,840	-17,094	-4	427,840
Total - Maintenance Expenses (4,5)	55,952	87,550	31,598	36	87,550
Total - Contractor Administration	121,740	125,694	3,954	3	125,694
Total - Debt Service and Replacement	149,857	150,402	545	0	150,402
TOTAL	1,237,327	1,489,586	252,259	17	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) Lower Personnel Costs \$233M
- (3) Higher Supplies and Materials \$17M
- (4) Lower Contracted Maintenance \$7M
- (5) Lower Minor Rehabilitation \$22M

Housing Authority of the County of Merced

Financial Statement - AMP 1 (.fs-amp1)

Budget Comparison

Period = Oct 2021-Jul 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	646,302	548,590	97,712	18	658,301
TOTAL GRANT INCOME (2)	565,481	569,550	-4,069	-1	683,465
TOTAL INCOME	1,211,783	1,118,140	93,643	8	1,341,766
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	302,914	354,990	52,076	18	425,972
TOTAL TENANT SERVICES EXPENSES	2,236	1,420	-816	-57	1,700
TOTAL UTILITY EXPENSES	181,334	176,920	-4,414	-2	212,287
TOTAL MAINTENANCE EXPENSES (5)	302,688	313,160	10,472	3	375,771
TOTAL GENERAL EXPENSES (6,7)	142,930	127,110	-15,820	-12	152,544
TOTAL HOUSING ASSISTANCE PAYMENTS	2,091	4,170	2,079	50	5,000
TOTAL FINANCING EXPENSES	36,620	36,620	0	0	43,947
TOTAL NON-OPERATING ITEMS	31,430	31,430	0	0	37,716
TOTAL EXPENSES	1,002,243	1,045,820	43,577	4	1,254,937
NET INCOME	209,540	72,320	137,220	190	86,829

(1) Lower Covid related rents, not realized \$97M

(2) Lower Operating Subsidy -\$4M

(3) Lower Personnel Costs \$33M

(4) Lower Asset Mgmt Fees to be paid at yearend \$17M

(5) Lower Supplies and higher Contract Maintenance Costs \$10M

(6) Higher Property Insurance Costs -\$10M

(7) Higher PILOT Expenses, based on higher rent revenue -\$9M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
Total Rental Income (1)	498,463	425,920	72,543	17	511,099
TOTAL GRANT INCOME (2)	366,897	384,160	-17,263	-4	460,996
TOTAL INCOME	868,048	814,660	53,388	7	977,595
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4,5)	199,704	248,520	42,646	17	298,227
TOTAL TENANT SERVICES EXPENSES	1,593	1,330	-263	-20	1,600
TOTAL UTILITY EXPENSES (6)	175,974	164,910	-11,064	-7	197,902
TOTAL MAINTENACE EXPENSES (7,8)	286,988	253,780	-33,208	-13	304,498
TOTAL GENERAL EXPENSES (9,10,11)	106,591	99,290	-7,301	-7	119,157
TOTAL HOUSING ASSISTANCE PAYMENTS	1,200	940	-260	-28	1,125
TOTAL FINANCING EXPENSES	15,950	15,950	0	31	19,145
TOTAL NON-OPERATING ITEMS	59,477	59,480	3	0	71,372
TOTAL EXPENSES	847,477	844,200	-3,277	0	1,013,026
NET INCOME	20,571	-29,540	50,111	-170	-35,431

- (1) Lower COVID related rent, not realized \$72M
- (2) Lower Operating Fund -\$17m
- (3) Lower Personnel Costs \$26M
- (4) Higher Legal Expenses \$4M
- (5) Lower Asset Management Fees to be paid at yearend \$12M
- (6) Higherer Utilities, invoices received in July -\$11M
- (7) Higher General Maintenance Exp -\$ 18M
- (8) Higher Maintenance Supplies -\$13M
- (9) Higher Property Insurance Expense -\$7M
- (10) Higher PILOT Expenses, based on higher rent revenues -\$6M
- (11) Lower Workman's Comp. Ins. \$6M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
Total Rental Income (1)	488,368	402,460	85,908	21	482,956
TOTAL GRANT INCOME (2)	392,456	424,790	-32,334	-8	509,747
TOTAL INCOME	888,499	833,750	54,749	7	1,000,503
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	257,597	275,080	17,483	6	330,095
TOTAL TENANT SERVICES EXPENSES	1,857	910	-947	-104	1,100
TOTAL UTILITY EXPENSES (5)	140,374	132,230	-8,144	-6	158,688
TOTAL MAINTENANCE EXPENSES (6,7,8)	263,380	274,450	11,070	4	329,340
TOTAL GENERAL EXPENSES (9,10,11)	108,155	94,320	-13,835	-15	113,185
TOTAL HOUSING ASSISTANCE PAYMENTS	2,413	1,250	-1,163	-93	1,500
TOTAL FINANCING EXPENSES	18,400	18,400	0	0	22,083
TOTAL NON-OPERATING ITEMS	48,687	48,690	3	0	58,425
TOTAL EXPENSES	840,863	845,330	4,467	1	1,014,416
NET INCOME	47,636	-11,580	59,216	-511	-13,913

- (1) Lower COVID related rents. Not realized \$86M
- (2) Lower Operating Subsidy -\$32M
- (3) Lower Legal Expenses \$9M
- (4) Lower Asset Mgmt Fees to be paid at yearend \$11M
- (5) Higher Utilities Expenses, invoices received in July -\$9M
- (6) Lower Maintenance Personnel Expenses \$40M
- (7) Higher Maintenance Contract Services -\$23M
- (8) Higher Supplies Costs -\$6M
- (9) Higher Property Insurance due to prior year experience -\$8M
- (10) Higher PILOT costs due to higher Tenant Rents -\$8M
- (11) Lower Workman's Comp. \$ 3M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	18,885	11,490	7,395	64	13,782
TOTAL GRANT INCOME	22,494	23,850	-1,356	-6	28,618
TOTAL INCOME	41,379	35,340	6,039	17	42,400
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	7,969	10,120	2,151	21	12,198
TOTAL TENANT SERVICES EXPENSES	2	0	-2	N/A	0
TOTAL UTILITY EXPENSES	5,610	5,270	-340	-6	6,323
TOTAL MAINTENACE EXPENSES (2,3)	15,577	5,330	-10,247	-192	6,429
TOTAL GENERAL EXPENSES	3,604	2,770	-834	-304	3,316
TOTAL HOUSING ASSISTANCE PAYMENTS	0	80	80	100	100
TOTAL FINANCING EXPENSES	1,020	1,020	0	0	1,221
TOTAL NON-OPERATING ITEMS	33,782	39,800	-9,192	0	47,757
TOTAL EXPENSES	67,564	64,390	-3,174	-5	77,344
NET INCOME	-26,185	-29,050	2,865	-10	-34,944

(1) Lower COVID related rent, not realized \$7M

(2) Higher Building Supplies -\$3M

(3) Higher Contract Work (Building and Landscape) -\$7M

Housing Authority of the County of Merced
Financial Statement - All HCV Properties with Sub (.fs-hcvs)
Budget Comparison
Period = Oct 2021-Jul 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL GRANT INCOME (1,2,3)	17,230,752	20,743,710	-3,512,958	-17	6,079,260
TOTAL OTHER INCOME	765	2,490	-1,725	-69	378
TOTAL INCOME	17,231,517	20,746,200	-3,514,683	-17	6,079,638
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5,6,7)	1,430,391	1,553,370	122,979	13	478,572
TOTAL TENANT SERVICES EXPENSES	4,890	0	-4,890	N/A	0
TOTAL UTILITY EXPENSES	0	0	0	N/A	60
TOTAL MAINTENANCE EXPENSES (8)	31,933	20,060	-11,873	-1,148	6,018
TOTAL GENERAL EXPENSES	65,524	74,700	9,176	12	17,052
TOTAL HOUSING ASSISTANCE PAYMENTS (9,10)	16,603,612	18,997,590	2,393,978	13	5,536,761
TOTAL FINANCING EXPENSES	63,810	63,810	0	0	18,138
TOTAL EXPENSES	18,200,160	20,709,530	2,509,370	12	6,056,601
NET INCOME	-968,643	36,670	-931,973	-2,542	23,037

- (1) HUD withheld additional funding issued in March 2021 -\$1,113M
- (2) Lower than forecasted HAP Funding -\$2,210M
- (3) Higher Admin Fees \$43M
- (4) Higher Admin Salaries * Temp Salaries -\$ 20M
- (5) Lower Legal Fees \$8M
- (6) Lower Mgmt Fee and Bookkeeping Fees \$87M
- (7) Lower Inspections, invoices not received \$51M
- (8) Higher remodeling expenses for moving staff equipment and records -\$11M
- (9) Lower HAP payments to landlords \$2,100M
- (10) Lower Port out Expenses \$289M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
OTHER INCOME					
TOTAL OTHER INCOME (1,2,3)	798,593	1,022,570	-223,977	-22	1,227,078
TOTAL INCOME	798,593	1,022,570	-223,977	-22	1,227,078
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (4,5,6)	813,041	832,240	19,199	2	998,682
TOTAL TENANT SERVICES EXPENSES	2,684	0	-2,684	N/A	0
TOTAL UTILITY EXPENSES (7)	35,984	37,170	1,186	3	44,605
TOTAL MAINTENANCE EXPENSES (8)	63,646	71,840	8,194	11	86,200
TOTAL GENERAL EXPENSES	37,090	34,040	-3,050	-9	40,845
TOTAL FINANCING EXPENSES	66,590	66,590	0	0	79,909
TOTAL NON-OPERATING ITEMS	5,249	0	-5,249	N/A	0
TOTAL EXPENSES	1,024,284	1,041,880	17,596	7	1,250,241
NET INCOME	-225,691	-19,310	-245,001	502	-23,163

- (1) Lower Management and Bookkeeping Fees due to lower HAP issued -\$94M
- (2) Lower Asset Mgmt Fee to be paid at yearend -\$34M
- (3) Lower Admin Fee from Capital Fund to be paid before yearend -\$97M
- (4) Lower Personnel Costs \$17M
- (5) Lower Legal Expenses \$2M
- (6) Higher Consulting Expenses Accounting and CARES Act -\$19M
- (7) Lower Admin Training \$18M
- (8) Higher Maintenance rehab offices -\$9M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME	60,295	59,300	995	2	71,160
TOTAL OTHER INCOME (1)	217,030	238,250	-21,220	-9	285,907
TOTAL INCOME	277,325	297,550	-20,225	-7	357,067
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	61,268	70,270	9,002	13	84,327
TOTAL UTILITY EXPENSES	0	1,340	1,340	100	1,600
TOTAL MAINTENACE EXPENSES (3)	5,820	9,290	3,470	37	11,150
TOTAL GENERAL EXPENSES	32,879	33,040	161	93	39,640
TOTAL FINANCING EXPENSES	133,100	133,100	0	0	159,716
TOTAL NON-OPERATING ITEMS	2,865	2,870	5	0	3,439
TOTAL EXPENSES	235,932	249,910	13,978	60	299,872
NET INCOME	41,393	47,640	-6,247	-13	57,195

(1) Note paid off at The Grove \$21M

(2) Lower Legal \$2M, Consult \$5M

(3) Lower Contract Exp. \$3M

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

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	146,487	165,220	-18,733	-11	198,270
TOTAL INCOME	146,487	165,220	-18,733	-11	198,270
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES	15,965	17,940	1,975	11	21,527
TOTAL UTILITY EXPENSES (2)	62,922	66,820	3,898	6	80,186
TOTAL MAINTENACE EXPENSES (3)	26,219	33,103	6,884	21	39,705
TOTAL GENERAL EXPENSES	2,763	1,330	-1,433	-108	1,601
TOTAL NON-OPERATING ITEMS	44,834	44,830	-4	0	53,800
TOTAL EXPENSES	152,703	164,023	11,320	7	196,819
NET INCOME	-6,216	1,197	-7,412	-619	1,451

- (1) Lower Commercial Rent and Utility reimbursement -\$19M
- (2) Lower Utilities , Invoices rec'd in July \$4M
- (3) Lower general Maintenance supplies and Contract Services \$7M

Housing Authority of the County of Merced
Financial Stmt - Felix Torres Year Round (.fs-fty)

Budget Comparison

Period = Oct 2021-Jul 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	447,127	472,110	-24,983	-5	566,530
TOTAL OTHER INCOME	85	0	85	N/A	0
TOTAL INCOME	447,212	472,110	-24,898	-5	566,530
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (2)	57,943	74,713	16,771	22	89,650
TOTAL UTILITY EXPENSES (3)	75,591	83,750	8,159	10	100,492
TOTAL MAINTENANCE EXPENSES	79,621	81,410	1,789	2	97,683
TOTAL GENERAL EXPENSES (4)	35,720	32,040	-3,680	-11	38,457
TOTAL FINANCING EXPENSES	17,630	17,630	0	0	21,157
TOTAL NON-OPERATING ITEMS	162,892	162,890	-2	0	195,471
TOTAL EXPENSES	429,397	452,433	23,036	-5	542,910
NET INCOME	-9,271	19,677	28,948	147	23,620

- (1) Lower COVID related rents \$25M
- (2) Lower Pension Exp \$18M
- (3) Lower Utilities , Invoices not rec'd \$ 8M
- (4) Higher Property Insurance \$3M

Housing Authority of the County of Merced
Financial Stmt - Property = atw dp mid vv-bond pbc-b-atw pbc-b-dp pbc-b-mid

Budget Comparison

Period = Oct 2021-Jul 2022

	PTD Actual	PTD Budget	Variance	% Var	Annual
			FAV/-UNFAV	FAV/-UNFAV	
Revenue & Expenses					
INCOME					
NET TENANT INCOME (1)	534,478	495,040	39,438	8	152,925
TOTAL OTHER INCOME (2)	11,427	0	11,427	N/A	0
TOTAL INCOME	545,905	495,040	50,865	10	152,925
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES (3,4)	100,020	144,680	44,660	31	44,094
TOTAL UTILITY EXPENSES (5)	83,615	80,900	-2,715	-3	29,124
TOTAL MAINTENANCE EXPENSES (6,7)	142,298	138,460	-3,838	-3	42,174
TOTAL GENERAL EXPENSES	41,395	35,640	-5,755	-16	9,408
TOTAL FINANCING EXPENSES (8)	59,320	59,320	0	0	17,124
TOTAL NON-OPERATING ITEMS	33,766	33,770	4	0	10,131
TOTAL EXPENSES	460,413	492,770	32,357	-103	152,055
NET INCOME	85,492	2,270	83,222	3,666	870

- (1) Higher Tennant Rent \$39M
- (2) Accounting Prior Period Adj. \$11M
- (3) Lower Personnel Costs \$25M
- (4) Lower Legal And Admin Expenses \$20M
- (5) Lower Utility Expenses \$4M
- (6) Landscaping/Fencing funded by Improvement Note Payable \$432M (Adj), not included in operating expenses
- (7) Lower Contract Costs \$6M
- (8) Property Insurance Expense up \$\$5M

Housing Authority of the County of Merced

Financial Stmt - Migrant (.fs-mig)

Budget Comparison

Period = Jul 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
			Fav/-Unfav	Fav/-Unfav	
Revenue & Expenses					
INCOME					
TOTAL GRANT INCOME (1)	121,242	125,756	4,514	4	1,509,067
TOTAL OTHER INCOME	9	0	9	N/A	0
TOTAL INCOME	121,251	125,756	4,505	4	1,509,067
EXPENSES					
TOTAL ADMINISTRATIVE EXPENSES(2)	12,678	12,483	-195	-2	149,815
TOTAL UTILITY EXPENSES (3)	36,367	28,332	-8,035	-28	340,000
TOTAL MAINTENACE EXPENSES (4)	53,389	68,819	15,430	22	825,850
TOTAL GENERAL EXPENSES (5)	6,284	2,332	-3,952	-169	28,000
TOTAL NON-ROUTINE MAINTENANCE	0	1,250	1,250	100	15,000
TOTAL FINANCING EXPENSES	12,534	12,534	0	0	150,402
TOTAL EXPENSES	121,251	125,750	4,499	4	1,509,067
NET INCOME	0	6	6	N/A	0

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

(2) Lower Personnel Costs \$233M

(3) Higher Utility Cost - Hot Temps -\$ 8M

(4) Lower Salary Exp \$ 13M

(5) Higher Property Ins Exp. -\$ 3M

Total Number of Public Housing Units: 421
 Number of Occupied Units: 409
 Number of Vacant Units: 12

Unit ID	Prospective Resident	Move - In Date	Security Deposit Amount
289	YES	09/19/22	\$500.00
86	YES	09/30/22	\$500.00
114	YES	09/30/22	\$500.00
365	NO	80 Selected From Waitinglist	\$500.00
426	YES	09/26/22	\$500.00
387	YES	09/22/22	\$500.00
225	YES	09/28/22	\$500.00
292	YES	09/30/22	\$500.00
362	NO	80 Selected From Waitinglist	\$500.00
3	YES	09/29/22	\$500.00
476	YES	09/30/22	\$500.00
430	NO	50 Selected From Waitinglist	\$500.00

STAFF REPORT

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

FROM: Maria Alvarado, Director of Housing & Community Development/
HR Manager/Clerk of the Board

DATE: August 16, 2022

SUBJECT: Housing Authority of the County of Merced Departmental Update

Clerk of the Board

On July 26, 2022, the Authority was notified that Commissioner Jose Resendez had passed away. On the same day, the Board was notified of his passing.

On July 28, 2022, I notified the Board of Supervisor's Clerk of Commissioner Resendez's passing. Additionally, during this call, the Authority requested that as a gesture of respect for the family's mourning, the notice of a vacant position on the Board be delayed by two weeks and that request was granted. Subsequently, Authority executive staff attended Commissioner Resendez's funeral services on August 5, 2022.

As the observance period expires, the Authority has prepared notice to all Public Housing residents regarding the position. The notice will outline the duties of the position as well as include the application and supplemental application that must be completed and returned to the Authority. Interested parties will need to not only complete the applications but also undergo an interview with the Board of Supervisors. The Board will be notified of all updates as they become available.

Human Resources

The Authority currently has nine (9) vacant positions. Those positions are Administrative Clerk, Board Clerk & HR Manager, Compliance Analyst, Development Tech, Eligibility Specialist, Maintenance Manager, Migrant Center Aide, and Receptionist/Typist.

Of these positions, the Authority held oral panel interviews for the following, Administrative Clerk, Board Clerk & HR Manager, Eligibility Specialist, Maintenance Manager, Migrant Center Aide, and Receptionist/Typist on July 19, 2022.

From these interviews, five (5) candidates moved forward to secondary interviews which were held on August 2, 2022. As of the date of this staff report, four (4) candidates have received conditional job offers and are pending onboarding. The filled positions are Maintenance Manager, Receptionist/Typist, Administrative Clerk, and Eligibility Specialist. The Authority will continue to recruit for all remaining vacant positions.

Lastly, the contract for Grant Coordinator has been awarded and an introductory meeting will be set up. Once that meeting has occurred, both parties will begin reviewing funding opportunities.

Development

The Authority oversees ten (10) units at the Felix Torres Farmworker Housing Center that were funded via a grant known as the Joe Serna Farmworker Housing Grant (USDA/HCD). These units were initially intended to house migrant (seasonal) families, however, after the closure of the Planada Village Center and the lengthy construction of the Felix Torres Housing Center, the Authority has experienced difficulties leasing both the seasonal OMS-funded migrant units, but also the USDA-funded units.

Steadily the lease-up numbers for the OMS-funded units have increased and in recent years the Authority has nearly reached full occupancy. The USDA units however remain vacant. The Authority submitted a request to HCD petitioning to convert the units to year-round housing versus seasonal housing. The request has been granted and Authority staff have met to begin leasing the units. This approval allows the Authority to lease up said units with greater ease. The units will remain exclusively for agricultural working residents.

On July 26, 2022, the Authority videoconferenced with representatives from Linc Housing and Merced County regarding a future affordable housing complex in the City of Merced. The developing agency was awarded the contract for the "Affordable Housing Development Opportunities" RFP issued by the City of Merced on April 1, 2021. The development agency inquired about obtaining Project-Based Vouchers from the Authority as they require them for the project. The development would be located on the intersections of 18th/19th Street and I Street, here in the City of Merced. The Authority informed the attendees that it has a pending request with HUD for increasing the PBV allocation, however, until approval or denial is received, the Authority cannot issue an RFP for PBV, as this is the only way they would be able to obtain them since their funding plan requires them.

On July 19, 2022, the Authority received notification from CalAHA that the blueprints for the small homes were officially available for our use. On July 26, 2022, the Authority met at CalAHA offices to review the blueprints (attached to this staff report), the approximate cost of each home, and discuss the number of units the Authority wishes to build. The approximate number of units the site could feasibly build is twenty-two (22), however, for each unit to have ample space and to ensure privacy and comfort for existing and new residents, the number will be lower. The exact number is yet to be determined. CalAHA will move on to the next site to evaluate the other vacant lots.

The Authority continues to await a response from HUD regarding its request to convert the Oak Terrace Apartments, currently market rate apartments, into public housing.

The Retreat, otherwise referred to as Childs & B, is now live and taking resident applications. This project is a partnership between the Authority and Central Valley Coalition for Affordable Housing. The Authority allocated thirty (30) PBV vouchers for this site. Recipients of these vouchers required Authority screening and all require be selected from a waiting list.

The Authority is awaiting an update on the Mercy Village project located at 3015 Park Avenue, Merced. This project is a partnership between the Authority and UP Holdings California, LLC. This site is the recipient of "No Place Like Home" funding. The Authority issued a Letter of Intent allocating sixty-five (65) that will house people experiencing or are at risk of homelessness.

The Authority reviewed two Notices of Funding Availability (NOFA) for the development of affordable housing. The first was the Rural Capacity Building for Community Development and Affordable Housing Grants (RCB). This funding is targeted to carry out affordable housing and community development activities in rural areas for the benefit of low- and moderate-income families and persons. Unfortunately, this NOFA only permits 501(c)(3) organizations to apply for said funds therefore the Authority cannot apply.

III. Eligibility Information.

A. Eligible Applicants.

25 (Others (see text field entitled "Additional Information on Eligibility" for clarification))

Additional Information on Eligibility

Only National Organizations that are 501(c)(3) nonprofits, other than institutions of higher education, may apply for RCB funding.

For the purpose of the RCB program, a National Organization must be a single non-profit organization that has ongoing experience conducting RCB eligible capacity building activities in rural areas with RCB eligible beneficiaries serving high need rural communities, as evidenced by

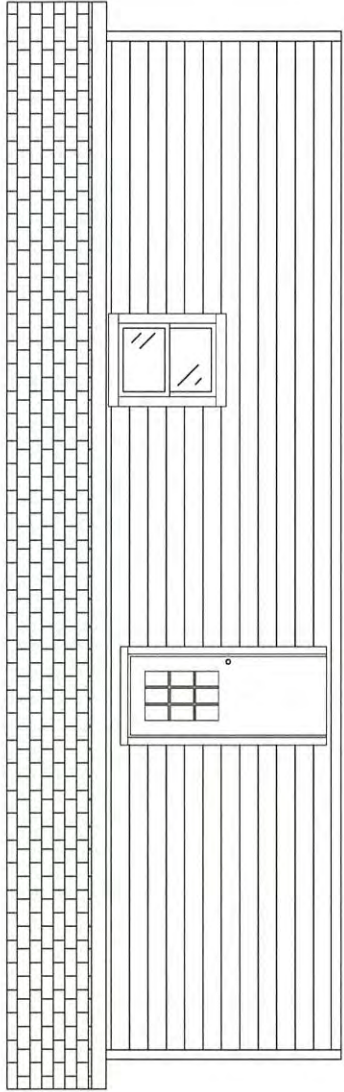
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work within the last ten years in at least eight of HUD's Federal regions. Having relevant experience working in one state in a HUD region is sufficient for counting that region towards the eight-region minimum. HUD's Federal regions are described on HUD's website at: <http://portal.hud.gov/hudportal/HUD?src=/localoffices/regions>

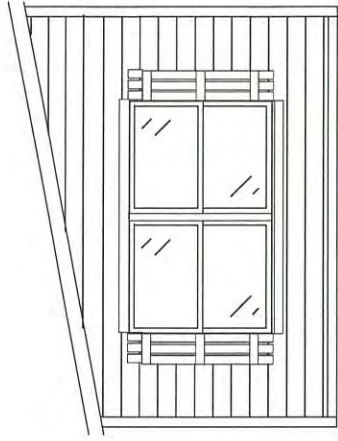
The second notice is the Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants. Further research on this NOFA is being conducted. If applicable and allowable to the Authority, a grant funds request will be prepared and submitted. Updates will be provided as they become available.

The Authority was contacted by AM Consulting Engineers on behalf of the Planada Community Services District regarding a possible test well construction on the Authority-owned vacant lot located on Gerard Avenue. In the event of successful well testing, the Planada Community Services District will purchase a portion of the land and a new well will be constructed at that site. Additionally, the remaining land will be annexed to the Planada Community Services District, allowing the Authority access to that water for future development(s). This annexation would be critical as currently the lot sits outside of their jurisdiction and does not have access to water or other services.

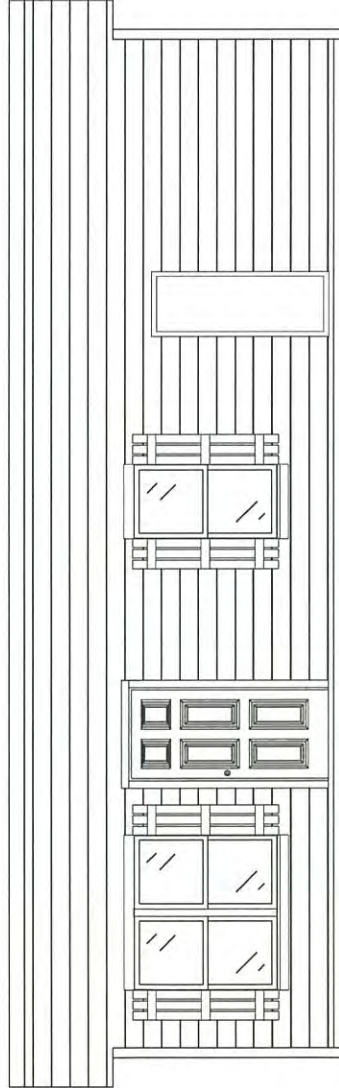
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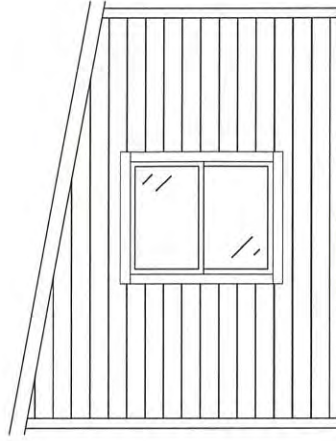
BACK ELEVATION



REAR ELEVATION



FRONT ELEVATION



HITCH END ELEVATION

CHAMPION
HOME BUILDERS
755 W. BIG BAYERS ROAD, SUITE 1000 TROY, MI 48064
PHONE: 248-614-8200

MODIFICATIONS

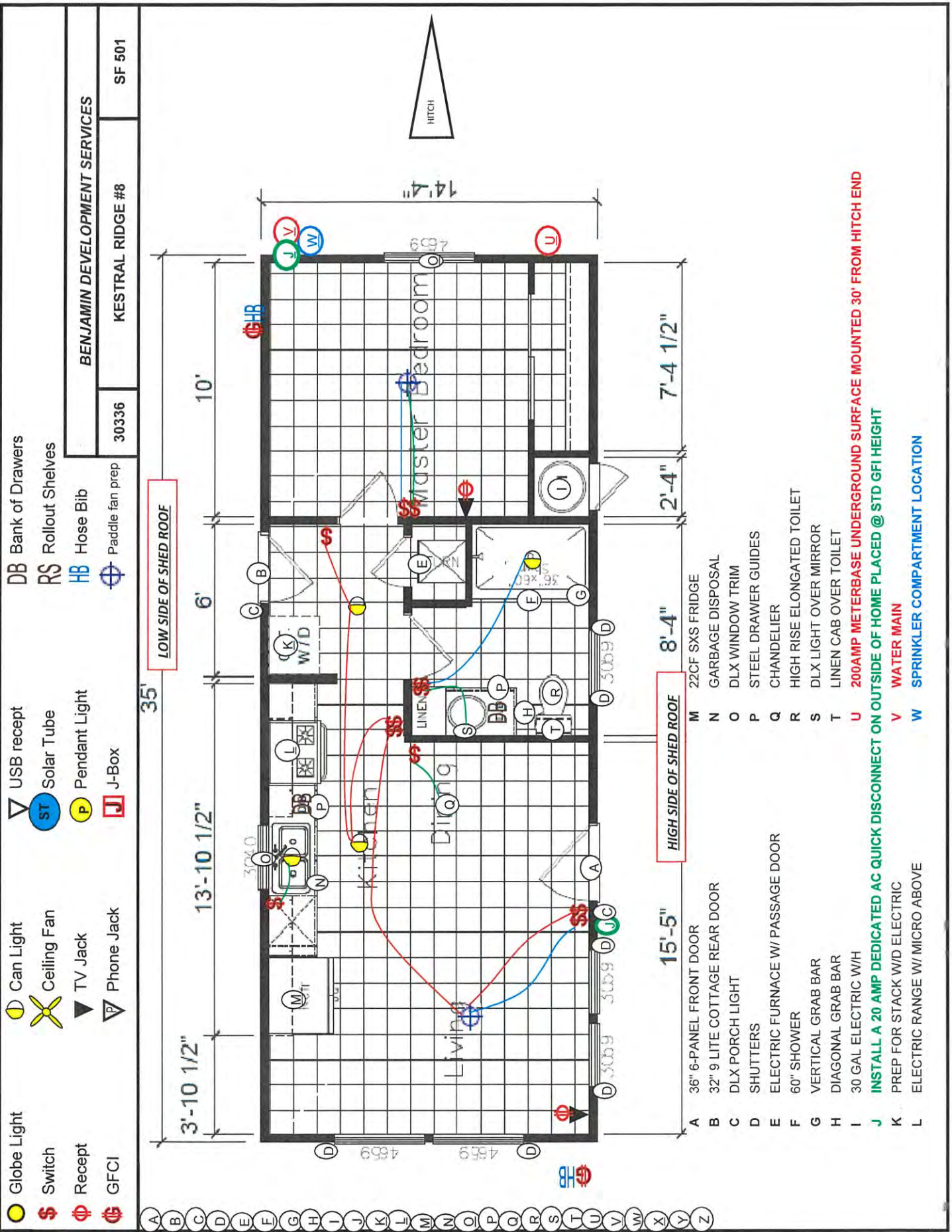
PROJECT: **CM-6482B**

TITLE: **ELEVATIONS**

SHEET: **EV-101**

PROPRIETARY AND CONFIDENTIAL
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL PROPERTY OF CHAMPION HOME BUILDERS
COPYRIGHT © 1978-2021 BY CHAMPION

DRAWN BY: **CM-6482B**
DATE: **01-09-21**
SCALE: **1/8" = 1'-0"**
FILENAME: **201808 DRAFT 3**



- Globe Light
- Switch
- Recept
- GFCI
- Can Light
- Ceiling Fan
- TV Jack
- Phone Jack
- USB recept
- Solar Tube
- Pendant Light
- J-Box
- Bank of Drawers
- Rollout Shelves
- Hose Bib
- Paddle fan prep

BENJAMIN DEVELOPMENT SERVICES
 KESTRAL RIDGE #8
 30336
 SF 501

LOW SIDE OF SHED ROOF

HIGH SIDE OF SHED ROOF

- A 36" 6-PANEL FRONT DOOR
- B 32" 9 LITE COTTAGE REAR DOOR
- C DLX PORCH LIGHT
- D SHUTTERS
- E ELECTRIC FURNACE W/ PASSAGE DOOR
- F 60" SHOWER
- G VERTICAL GRAB BAR
- H DIAGONAL GRAB BAR
- I 30 GAL ELECTRIC W/H
- J INSTALL A 20 AMP DEDICATED AC QUICK DISCONNECT ON OUTSIDE OF HOME PLACED @ STD GF HEIGHT
- K PREP FOR STACK W/D ELECTRIC
- L ELECTRIC RANGE W/ MICRO ABOVE
- M 22CF SXS FRIDGE
- N GARBAGE DISPOSAL
- O DLX WINDOW TRIM
- P STEEL DRAWER GUIDES
- Q CHANDELIER
- R HIGH RISE ELONGATED TOILET
- S DLX LIGHT OVER MIRROR
- T LINEN CAB OVER TOILET
- U 200AMP METERBASE UNDERGROUND SURFACE MOUNTED 30' FROM HITCH END
- V WATER MAIN
- W SPRINKLER COMPARTMENT LOCATION

14'4 X 35' 1 Bed 1 Bath F&R

Order No.: QT025158 Rev 15	Order Type: Retail	Bill To: 2555CA	Sell To: 2555CA
Model Year: 2022	Ret. Cust.: Kestral Ridge	Benjamin Development Services	Benjamin Development Services
Retailer P.O.:	Energy Zone:	Benjamin Development Services	Benjamin Development Services
Floor Size: 35'0" X 14'4"	Wind Zone:	806 W. 19th St.	806 W. 19th St.
Brand: CREEKSIDE MANO	Roof Load:	MERCED, CA 95340	MERCED, CA 95340
Model No.: CM 6482B	Sales Person: Ryan Sinor		William Benjamin
Shipping Agent:	Construction Type: HUD	Shipping County: STANISLAUS	FOB: Factory

Feature	Option	Variant	Description	Quantity
Construction				
ROOFLOAD	OP101420		20# ROOF LOAD	1
			HOME TO BE 14'4" X 35'	
ROOFINS	OP101836		R-38 ROOF INSULATION PER SECT	1
WALLINS	OP101426		R-13 INSULATION	1
FLOORINS	OP101632		R-33 FLOOR INSULATION	501
ROOFPITCH	OP102328		4/12 ROOF PITCH	1
FLOORJST	OP101931		2X8 FLOOR JOIST ILO 2X6	35
			2/8 FLOOR JOISTS WILL BE 8" OC. 6" OC CHARGED SEPERATE	
			1 1/8" T&G PLYWOOD	
			12" I BEAM T/O HOME	
EAVES	OP102664		12" EAVES ALL AROUND HOME	1
EAVESFRNT	OP102664		12" EAVES ALL AROUND HOME	1
EAVESBACK	OP102664		12" EAVES ALL AROUND HOME	1
CLGTYPE	OP102029		VAULTED CEILINGS-SW	1
			**SHED ROOF - Gable available	
EXTWALLS	OP101421		2X4 EXTERIOR WALLS	1
OTHER	OP100508		UPPER & LOWER VENT SYSTEM-WUI	1
OTHER	OP101258		SPRINKLER /WUI VERIFICATION	1
			THIS HOME REQUIRES A FIRE SPRINKLER SYSTEM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
			THIS HOME REQUIRES A "WUI" (WILDFIRE URBAN INTERFACE SPECS) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
OTHER	OP101625		MISCELLANEOUS OPTION	1,499
			BUILD VAULTED CEILING W/ SHED ROOF 1499 VAULTED CEILING CHARGE SEPERATE	
OTHER	OP101626		CONSTRUCTION CHARGE	6,958.38
			1 1/8" T&G PLYWOOD 2194.38	
			MAKE 2X8 FLOOR JOISTS 8" OC 1299 2X8 CHARGED SEPERATELY 1299	
			12" I BEAM T/O HOME 1029	
			cbp 2436 tb 2 19 21	
OTHER	OP101699		ELECT BOXES NAILED TO STUDS	1
			ALL RECEPETS AND SWITCHES	
OTHER	OP101944		FOUNDATION READY	1
			NOTE: SHIP LOOSE 8" BELLY BAND	
			WITH THIS OPTION FLOOR REGISTERS ON EXTERIOR WALL WILL BE MOVED IN 16"	
			AND IF DRYER IS ON EXTERIOR WALL IT WILL NEED TO BE VENTED THROUGH THE WALL	
OTHER	OP102708		HOME DELIVERY ADDRESS	1
			DELIVERY ADDRESS???	
Exterior				
FRONTDOOR	OP101431		36" INSWING DOOR	1
FRTDRLIGHT	OP101660		DLX PORCH LIGHT	1
REARDOOR	OP102682		32" 9-LITE COTTAGE DOOR	1
REARDRLGT	OP101660		DLX PORCH LIGHT	1
SHINGLES	OP101528	-SELECT-	ARCHITECTURAL SHINGLES	1
SIDING	OP102115	-SELECT-	FULL LAP SIDING	98.67
			AROUND ENTIRE HOME	

Feature	Option	Variant	Description	Quantity
WINDOWS	OP102489	-SELECT-	SHUTTERS PER WINDOW	1
			FRONT SIDEWALL AND HITCH	
FASCIA	OP101647		DLX FASCIA BOARD	98.67
HOUSEWRAP	OP101800		HOUSE WRAP	98.67
SOFFIT	OP100509		UNVENTED SOFFIT-WUI	1
OTHER	OP101700	-SELECT-	DLX TRIM PER WINDOW	7
OTHER	OP101791		Z BAR	1

Windows

EXTERIOR	OP101443		58" STANDARD WINDOWS	1
OTHER	OP100510		TEMPERED GLASS T/O-WUI	1
OTHER	OP101441		LOW "E" WINDOWS T/O	1
			BATH WINDOW TO BE 30X58 CLEAR GLASS W/ BLINDS	

Interior

DOORS	OP101447		6-PANEL INTERIOR DOORS	1
DRHINGERS	OP101450		BRUSHED NIKEL HARDWARE T/O	1
DRMOLDING	OP101448		WHITE 2-1/4" DOOR CASE MOLDING	1
SHELVES	OP102543		WOOD RODS & SHELVES T/O	1
BASEMLDG	OP102684		3" BASEBOARD MOLDING T/O	1
LOCKSETS	OP101834		LEVER HANDLE PASSAGE DOOR SET	3
WALLFIN	OP101449		T&T WITH ROUNDED CORNERS	1
			WINDOW & CLOSET OPENINGS N/A	
WINCOVER	OP102685		2" FAUXWOOD MINI BLINDS T/O	1
PAINT	OP102521	-SELECT-	INTERIOR PAINT	1
WINDOWSILL	OP101651		WOOD WINDOW SILL PER WINDOW	7
OTHER	OP100066		TOE KICK HEAT REGISTERS	1
OTHER	OP101455		STANDARD HEAT REGISTERS	1
OTHER	OP101537		ROCKER LIGHT SWITCHES	1
OTHER	OP102035	-SELECT-	LINO ILO CARPET PER AREA	2
			LINO T/O	
			*MOISTURE SEAL BELOW LINO	

Appliances

RANGE	OP101934	-SELECT-	DLX ELECTRIC RANGE EXCH	1
			DLX ELECTRIC RANGE W/ SMOOTH GLASS TOP	
REFER	OP101684	-SELECT-	22 CU FT SXS W/ ICE TUBE KIT	1
DISHWSHR	OP101664	-SELECT-	DISHWASHER	1
GARBDISP	OP101662		GARBAGE DISPOSAL INSTALLED	1
RNGHOOD	OP101682	-SELECT-	SPACESAVER MICROWAVE	1

Kitchen

FLRCOVER	OP102520	-SELECT-	LINOLEUM STANDARD FLOORING	1
CABINET	OP000278		BANK OF DRAWERS	1
CABINET	OP101480		LINED OVERHEAD KITCHEN CABS	1
CABINET	OP102692		FINISH OFF UNDER BASE CABINETS	1
CABSTILES	OP102370		BEECH ALDER CABINETS	1
OVRHDCABDR	OP102559	-SELECT-	CABINET OVER REFRIGERATOR	1
			WITH DOORS	
CTRTOP	OP102102	-SELECT-	GRANITE COUNTERS W/SINGLE EDGE	1
			NOTE: FOR A GRANITE ORDER TO BE VAILD - A CUSTOMER & DEALER SIGNED DISCLOSURE MUST ACCOMPANY ORDER	
BCKSPL	OP102127	-SELECT-	4" GRANITE BACKSPLASH	1
SINK	OP102126		SS UNDERMOUNT SINK	1
FAUCET	OP102600		KITCHEN FAUCET W/PULLOUT SPRAY	1
CEILINGLT	OP102486		4" Can Light LED	1
LTOVERSINK	OP102680		4" LED LIGHT OVER KITCHEN SINK	1
CABCRNMOLD	OP102681		DLX CABINET MOLDING	1
OTHER	OP101676		STEEL DRAWER GUIDES PER DRAWER	4
			BANK OF DRAWERS	

Feature	Option	Variant	Description	Quantity
OTHER	OP101688		ADJ SHELVES-O/H CABS	1
Dining Room				
FLRCOVER	OP102520	-SELECT-	LINOLEUM STANDARD FLOORING	1
CEILINGLT	OP101981		S/N CHANDELIER-5 DRUM	1
			<i>WITH DIMMER SWITCH</i>	
Living Room				
CEILINGLT	OP102347		FANPREP W/LIGHT INC 2 SWITCHES	1
			<i>INCLUDES TWO SWITCHES. PLEASE NOTE: INCLUDES CEILING LIGHT</i>	
			<i>INSTALLED PER HUD CODE</i>	
Utility Room				
FLRCOVER	OP102520	-SELECT-	LINOLEUM STANDARD FLOORING	1
CEILINGLT	OP102486		4" Can Light LED	1
OTHER	OP101625		MISCELLANEOUS OPTION	1,699
			<i>STACKABLE W/D ELECTRIC 1699</i>	
			<i>NOTE: IF OPTION CHOSEN FOR RV PARK MODEL, STACKABLE WASHER AND DRYER WILL</i>	
			<i>ENCROACH IN HALLWAYS, DOORWAYS, AND LIVING AREAS.</i>	
Plumbing/Heating				
FURNACE	OP101933		ELECTRIC FURNACE	1
			<i>SMALL ELECTRIC FURNACE TO BE INSTALLED IF HOME IS UNDER 44'</i>	
WH	OP101496		30 GAL ELECTRIC WATER HEATER	1
WHACCESS	OP101530		CEMENT WATER HEATER DOOR	1
SHUTOFFS	OP102419		SHUTOFF VALVES T/O	1
OTHER	OP101792		SPRINKBELL, BOX W/HEADS WRENCH	1
OTHER	OP101887		SPRINKLER SYSTEM SINGLEWIDE	1
HOSEBIB	OP101679		EXTERIOR FROSTLESS FAUCET	2
Electrical				
MAINPANEL	OP101740		200 AMP SERVICE EXCH 100 AMP	1
			<i>**ALL ELECTRIC**</i>	
OTHER	OP101625		MISCELLANEOUS OPTION	718
			<i>INSTALL A 20 AMP DEDICATED AC QUICK DISCONNECT ON OUTSIDE OF HOME PER PRINT IN</i>	
			<i>2 LOCATIONS PER PRINT 359 EA</i>	
OTHER	OP101649		EXTERIOR GFI RECEPTACLE	1
OTHER	OP101663		TV OR PHONE PREP W/CONDUIT OLY	2
			<i>(1) LIVING ROOM</i>	
			<i>(1) MBED</i>	
			<i>W/ RECEPT NEXT TO EACH</i>	
OTHER	OP101673		WIRE FOR AC	1
OTHER	OP101726		THREE WAY SWITCH	2
			<i>(1) LIVING ROOM FANPREP LIGHT SWITCH</i>	
			<i>(1) KITCHEN/HALLWAY</i>	
OTHER	OP101775		PROGRAMMABLE THERMOSTAT	1
GFIRECEPT	OP101499		EXTERIOR GFI RECEPTACLE	1
SMOKEDTCT	OP101500		CARBON/SMOKE DETECTORS	1
Hall Bath				
FLRCOVER	OP102520	-SELECT-	LINOLEUM STANDARD FLOORING	1
CEILINGLT	OP102486		4" Can Light LED	1
CABINET	OP101502		36" BATH CABINET HEIGHT	1
CABINET	OP102692		FINISH OFF UNDER BASE CABINETS	1
CABSTILES	OP102371		BEECH ALDER CABINETS	1
CTRTOP	OP102102	-SELECT-	GRANITE COUNTERS W/SINGLE EDGE	1
			<i>NOTE: FOR A GRANITE ORDER TO BE VAILD - A CUSTOMER & DEALER SIGNED DISCLOSURE</i>	
			<i>MUST ACCOMPANY ORDER</i>	
BCKSPL	OP102127	-SELECT-	4" GRANITE BACKSPLASH	1

Feature	Option	Variant	Description	Quantity
SINK	OP102128		UNDERMOUNT BATH SINK	1
SINKFAUCET	OP101501		BRUSH NICKEL METAL DUAL FAUCET	1
TOILET	OP101741		HIGH RISE ENLONGATED TOILET	1
VANITYLT	OP101835		DLX LIGHT OVER MIRROR	1
VENTFAN	OP101503		EXHAUST FANW/LIGHT OVER TOILET	1
SHWRFAUCET	OP101504		B/N METAL SHWR DIVERTER	1
	60" SHOWER W/ CLEAR GLASS DOOR			
MEDCAB	OP102683		MEDICINE CABINET	1
OTHER	OP101505		TOWEL BAR AND TISSUE HOLDER	1
OTHER	OP101710		STAINLESS STEEL GRAB BAR	3
	(1) NEXT TO TOILET			
	(1) VERTICAL @ SHOWER ENTRANCE			
	(1) HORIZONTAL @ LONG SIDE OF SHOWER			
OTHER	OP101785		LINEN CAB OVER TOILET-HARDWOOD	1
	WITH DOOR			

Master Bedroom

CEILINGLT	OP102347		FANPREP W/LIGHT INC 2 SWITCHES INCLUDES TWO SWITCHES. PLEASE NOTE: INCLUDES CEILING LIGHT INSTALLED PER HUD CODE	1
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Miscellaneous

OTHER	OP101628		ENGINEERING FEES	3,000
OTHER	OP101648		SHIP LOOSE PAINT PER GALLON	5
	4 GALS EXT BODY			
	1 GAL INT			

Packages

OTHER	OP100511		CA WILD FIRE PACKAGE	1
OTHER	OP101681		12" EAVES ALL AROUND HOME	1
	"EXCEPT OFFSETS ON MARRIAGE LINES"			
OTHER	OP101874		WHT OR BLACK APPLIANCE PACKAGE	1
OTHER	OP101893		SW BEECH ALDER ILO MTN DLIGHT	1

Inflation Protection Plan

DISCLOSURE	IPP-DISCLOSURE		IPP-DISCLOSURE	1
	<i>The quoted price for this home will not be finalized until 10 weeks prior to production (the "10-Week Quote") and is subject to an Inflation Protection Plan ("IPP") at the time of invoicing. The 10-Week Quote will include an IPP surcharge of 10% above our base price plus any other surcharges in effect at that time. The final invoice price will be adjusted in accordance with the IPP, but Retail Sold homes will not exceed the 10-Week Quote.</i>			

Requested By: William Benjamin

SIGNED X _____

DATE _____

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Carbon Monoxide Detector Conversion

The Housing Authority of the County of Merced (Authority) has procured for a project to convert all of the battery-operated Carbon Monoxide (CO) detectors to be hard-wired at all of the Authority's Public Housing developments and Valley View properties. In compliance with the Authority's Procurement Policy, an Invitation for Bids (IFB) was issued on May 21st, 2022 to solicit for sealed bids.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing twenty-five (25) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on June 28th, 2022 and opened publicly via a virtual video conference held online on June 29th, 2022. The Authority received 3 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA	\$489,000
RMS Life Safety – Signal Hill, CA	\$1,403,081
STW Construction Inc. – Fresno, CA	\$736,500

The bid submitted by Beam Construction and Management Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications. Beam Construction and Management Inc. is an accredited Better Business Bureau ("BBB") business. All references that were called gave good reviews and confirmed that Beam Construction and Management Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-10**, awarding the Carbon Monoxide Detector Conversion contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-10

APPROVING THE AWARD OF CONTRACT FOR CARBON MONOXIDE DETECTOR CONVERSION AT ALL HOUSING AUTHORITY PUBLIC HOUSING DEVELOPMENTS AND VALLEY VIEW PROPERTIES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced budgeted Capital Funds for carbon monoxide detector conversion for all Public Housing Developments and Valley View properties, using some of the Capital Fund grant for 2020; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to twenty-five (25) construction companies, and

WHEREAS, three (3) bids were received by the Housing Authority of the County of Merced by the due date of June 28th, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Beam and Company Inc., Fresno, California in the amount of \$489,000.00;

NOW, THREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-10 awarding a construction contract to Beam and Company Inc., Fresno, California.
2. Approves the expenditure of funds in the amount of \$489,000.00 for carbon monoxide detector conversion of four hundred and sixty (460) units of all public housing developments and Valley View properties.
3. Non-compliance of the contract will result in the disqualification of Beam and Company Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Beam and Company Inc. in the amount of \$489,000.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Atwater Migrant Center Roofing, Gutters, and Swamp Coolers

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year, the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to remove and replace roofing materials, repair damages to eaves and sheathing, removal and replacement of gutter and downspouts, removal and disposal of current swamp cooler units, removal and replacement of fascia trim pieces, and complete any dry rot repairs at the Authority's Atwater Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing twenty-nine (29) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on August 1st, 2022 and opened publicly via a virtual video conference held online on August 2nd, 2022. The Authority received 3 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc.– Fresno, CA.	\$629,000
Fresno Roofing Co., Inc. – Fresno, CA.	\$937,500
Marvulli, Inc. – Merced, CA.	\$638,000

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Beam Construction and Management Inc. the Atwater Migrant Center Roof, Gutter, and Swamp Cooler contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Beam Construction and Management Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not

result in any disbarments, limited participation and/or other disqualifications. Beam Construction and Management Inc. is an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Beam Construction and Management Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-11**, awarding the Atwater Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-11

APPROVING THE AWARD OF CONTRACT FOR ROOF REPLACEMENT, GUTTER REPLACEMENT, AND SWAMP COOLER REMOVAL AT ATWATER MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Atwater Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to twenty-nine (29) construction companies, and

WHEREAS, three (3) bids were received by the Housing Authority of the County of Merced by the due date of August 1st, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Beam Construction and Management Inc., Fresno, California in the amount of \$629,000.00;

NOW, THREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-11 awarding a construction contract to Beam Construction and Management Inc., Fresno, California.
2. Approves the expenditure of funds in the amount of \$629,000.00 for roof replacement, gutter replacement, and swamp cooler removals on thirty-one (31) buildings at the Atwater Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Beam Construction and Management Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Beam Construction and Management Inc. in the amount of \$629,000.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Los Banos Migrant Center Roofing, Gutters, and Swamp Coolers

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to remove and replace roofing materials, repair damages to eaves and sheathing, removal and replacement of gutter and downspouts, removal and disposal of current swamp cooler units, removal and replacement of fascia trim pieces, and complete any dry rot repairs at the Authority's Los Banos Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing twenty-nine (29) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on August 1st, 2022 and opened publicly via a virtual video conference held online on August 2nd, 2022. The Authority received 2 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA.	\$588,000
Fresno Roofing Co., Inc. – Fresno, CA.	\$932,050

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Beam Construction and Management Inc. the Los Banos Migrant Center Roof, Gutter, and Swamp Cooler contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Beam Construction and Management Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications. Beam

Construction and Management Inc. is an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Beam Construction and Management Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-12**, awarding the Los Banos Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-12

APPROVING THE AWARD OF CONTRACT FOR ROOF REPLACEMENT, GUTTER REPLACEMENT, AND SWAMP COOLER REMOVAL AT LOS BANOS MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Los Banos Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to twenty-nine (29) construction companies, and

WHEREAS, two (2) bids were received by the Housing Authority of the County of Merced by the due date of August 1st, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Beam Construction and Management Inc., Fresno, California in the amount of \$588,000.00;

NOW, THREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-12 awarding a construction contract to Beam Construction and Management Inc., Fresno, California.
2. Approves the expenditure of funds in the amount of \$588,000.00 for roof replacement, gutter replacement, and swamp cooler removals on twenty-eight (28) buildings at the Los Banos Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Beam Construction and Management Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Beam Construction and Management Inc. in the amount of \$588,000.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Merced Migrant Center Roofing, Gutters, and Swamp Coolers

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year, the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to remove and replace roofing materials, repair damages to eaves and sheathing, removal and replacement of gutter and downspouts, removal and disposal of current swamp cooler units, removal and replacement of fascia trim pieces, and complete any dry rot repairs at the Authority's Merced Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing twenty-nine (29) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on August 4th, 2022 and opened publicly via a virtual video conference held online on August 5th, 2022. The Authority received 5 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA.	\$647,000
Best Contracting Services, Inc. – Gardena, CA.	\$1,683,905
Fresno Roofing Co., Inc. – Fresno, CA.	\$1,209,500
Marvulli, Inc. – Merced, CA.	\$755,000
Nations Roofing – Fresno, CA.	\$1,062,000

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Beam Construction and Management Inc. the Merced Migrant Center Roof, Gutter, and Swamp Cooler contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Beam Construction and Management Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications. Beam Construction and Management Inc. is an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Beam Construction and Management Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-13**, awarding the Merced Migrant Center Roofing, Gutters, and Swamp Coolers contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-13

APPROVING THE AWARD OF CONTRACT FOR ROOF REPLACEMENT, GUTTER REPLACEMENT, AND SWAMP COOLER REMOVAL AT MERCED MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Merced Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to twenty-nine (29) construction companies, and

WHEREAS, five (5) bids were received by the Housing Authority of the County of Merced by the due date of August 4th, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Beam Construction and Management Inc., Fresno, California in the amount of \$647,000.00;

NOW, THREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-13 awarding a construction contract to Beam Construction and Management Inc., Fresno, California.
2. Approves the expenditure of funds in the amount of \$647,000.00 for roof replacement, gutter replacement, and swamp cooler removals on twenty-five (25) buildings at the Merced Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Beam Construction and Management Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Beam Construction and Management Inc. in the amount of \$647,000.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Felix Torres Migrant Center Roofing

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year, the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to provide roofing removal and replacement, of approximately 4000 sq./ft of roofing from a combination of 16 duplex apartments and also conduct dry-rot repairs as needed at the Authority's Felix Torres Migrant Center.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing twenty-nine (29) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on August 4th, 2022 and opened publicly via a virtual video conference held online on August 5th, 2022. The Authority received 3 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam & Company Inc. – Fresno, CA.	\$145,000
Best Contractor Service, Inc. – Gardena, CA.	\$154,028
Fresno Roofing Co., Inc. – Fresno, CA.	\$83,600

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Fresno Roofing Co., Inc. the Felix Torres Migrant Center Roof contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Fresno Roofing Co., Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications. Fresno Roofing Co., Inc. is an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Fresno Roofing Co., Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-14**, awarding the Felix Torres Migrant Center Roofing contract to Fresno Roofing Co., Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-14

APPROVING THE AWARD OF CONTRACT FOR ROOF REPAIR AND REPLACEMENT AT FELIX TORRES MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Felix Torres Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to twenty-nine (29) construction companies, and

WHEREAS, three (3) bids were received by the Housing Authority of the County of Merced by the due date of August 4th, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Fresno Roofing Co., Fresno, California in the amount of \$83,600.00;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-14 awarding a construction contract to Fresno Roofing Co., Fresno, California.
2. Approves the expenditure of funds in the amount of \$83,600.00 for roof replacement of approximately 4000 sq./ft. and dry rot repairs as needed on sixteen (16) buildings at the Felix Torres Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Fresno Roofing Co.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Fresno Roofing Co. in the amount of \$83,600.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Merced Migrant Center Mini Split Installation

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to install mini split units at the Authority's Merced Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing forty-three (43) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on August 3rd, 2022 and opened publicly via a virtual video conference held online on August 4th, 2022. The Authority received 3 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA	\$334,500
Blaine Inc. AC1 – Merced, CA	\$389,934
Central Valley Air Conditioning Inc. – Atwater, CA	\$330,505
STW Contractors Inc. – Selma, CA	\$323,000

Beam Construction and Management Inc. is a qualified Section 3 business which gives their firm a bid preference. After the bid preference adjustment, their bid amount becomes \$311,364.65 meaning their bid is now the lowest. This does not change the final contract amount, but it does affect the ranking of the bids.

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based

on the State findings, the recommendation is to award Beam Construction and Management Inc. the Merced Migrant Center Mini Split Installation contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Beam Construction and Management Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications. Beam Construction and Management Inc. is an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Beam Construction and Management Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-15**, awarding the Merced Migrant Center Mini Split contract to Beam Construction and Management Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-15

APPROVING THE AWARD OF CONTRACT FOR MINI-SPLIT HVAC UNIT INSTALLATION AT MERCED MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Merced Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to forty-three (43) construction companies, and

WHEREAS, four (4) bids were received by the Housing Authority of the County of Merced by the due date of August 3rd, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Beam Construction and Management Inc., Fresno, California in the amount of \$334,500.00;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-15 awarding a construction contract to Beam Construction and Management Inc., Fresno, California.
2. Approves the expenditure of funds in the amount of \$334,500.00 for mini-split HVAC unit installation in forty-nine (49) units at the Merced Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Beam Construction and Management Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Beam Construction and Management Inc. in the amount of \$334,500.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Atwater Migrant Center Mini Splits Installation

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to install mini split units at the Authority's Atwater Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. The Authority advertised by mailing forty-three (43) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on July 27th, 2022 and opened publicly via a virtual video conference held online on July 28th, 2022. The Authority received 5 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA.	\$467,000
Blaine Inc. – Merced, CA.	\$469,522
Central Valley Air Conditioning – Atwater, CA.	\$401,296
Mel's Heating and Air Inc. – Turlock, CA.	\$630,356
STW Contractors, Inc. – Selma, CA	\$377,000

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Central Valley Air Conditioning Inc. the Atwater Migrant Center Mini Split Installation contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Central Valley Air Conditioning, Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in any disbarments, limited participation and/or other disqualifications Central Valley Air Conditioning, Inc. is not an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Central Valley Air Conditioning, Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-16**, awarding the Atwater Mini Split Installation contract to Central Valley Air Conditioning, Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-16

APPROVING THE AWARD OF CONTRACT FOR MINI-SPLIT HVAC UNIT INSTALLATION AT ATWATER MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Atwater Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to forty-three (43) HVAC contractors, and

WHEREAS, five (5) bids were received by the Housing Authority of the County of Merced by the due date of July 27th, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Central Valley Air Conditioning, Inc., Atwater, California in the amount of \$401,296.00;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-16 awarding a construction contract to Central Valley Air Conditioning, Inc., Atwater, California.
2. Approves the expenditure of funds in the amount of \$401,296.00 for mini-split HVAC unit installation in fifty-nine (59) units at the Atwater Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Central Valley Air Conditioning, Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Central Valley Air Conditioning, Inc. in the amount of \$401,296.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

RESOLUTION NO. 2022-17

APPROVING THE AWARD OF CONTRACT FOR MINI-SPLIT HVAC UNIT INSTALLATION AT LOS BANOS MIGRANT CENTER AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO CONTRACT

WHEREAS, the Housing Authority of the County of Merced was awarded funds by Office of Migrant Services for capital needs improvements at the Los Banos Migrant Center; and

WHEREAS, the project was advertised in compliance with the Housing Authority of the County of Merced procurement policy and notices were sent to the Valley Builders Exchange and were obtained by State/National database construction companies. Letters were also sent to forty-three (43) HVAC contractors, and

WHEREAS, three (3) bids were received by the Housing Authority of the County of Merced by the due date of July 27th, 2022; and

WHEREAS, the lowest, most responsive bid was submitted by Central Valley Air Conditioning, Inc., Atwater, California in the amount of \$328,559.00;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby:

1. Adopt Resolution No. 2022-17 awarding a construction contract to Central Valley Air Conditioning, Inc., Atwater, California.
2. Approves the expenditure of funds in the amount of \$328,559.00 for mini-split HVAC unit installation in forty-eight (48) units at the Los Banos Migrant Center.
3. Non-compliance of the contract will result in the disqualification of Central Valley Air Conditioning, Inc.

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced does hereby approve awarding the contract to Central Valley Air Conditioning, Inc. in the amount of \$328,559.00, and does hereby authorize the Executive Director, to sign or take any other action necessary to ensure compliance of the contract.

The foregoing resolution was introduced at the September 20th, 2022 Board of Commissioners meeting and adopted by the following vote:

Motion:

Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: Melina Frederick, Director of Development and Asset Management

DATE: September 20th, 2022

SUBJECT: Recommendation to Award Contract: Los Banos Migrant Center Mini Splits Installation

The Housing Authority of the County of Merced (Authority) oversees four (4) seasonal migrant centers in the County of Merced. During this year the Authority was notified that the State awarded funds for capital needs improvements. The Office of Migrant Services (OMS) required that the Authority follows both the State and HUD requirements to procure, award, and expend the funds. The Authority issued an Invitation for Bids (IFB) on July 6th, 2022 to solicit for a project to install mini split units at the Authority's Los Banos Migrant Center property.

The Authority is required by the procurement policy to seek sealed bids. We advertised by mailing forty-three (43) solicitation letters, forwarded the IFB package to the Valley Builders Exchange, and made it available on the Authority website.

Bids were due on July 27th, 2022 and opened publicly via a virtual video conference held online on July 28th, 2022. The Authority received 3 bids that were opened alphabetically with the following results:

Contractor Name and City that they are from	Bid Price
Beam Construction and Management Inc. – Fresno, CA.	\$396,000
Central Valley Air Conditioning – Atwater, CA.	\$328,559
Mel's Heating and Air Inc. – Turlock, CA.	\$512,832

As part of the State requirements, prior to issuing any solicitation for the migrant center capital needs projects, the Authority must submit all scopes of work for review and approval. In addition, once all solicitations are closed, all responses must be forwarded to the State.

The State approves and authorizes the Authority to notify vendors of any awards of said contracts/responses to IFBs. The State has reviewed all solicitations received and based on the State findings, the recommendation is to award Central Valley Air Conditioning Inc. the Los Banos Migrant Center Mini Split Installation contract. However as per the Agency procurement policy, staff is complying with the requirement for the Board of Commissioners to approve contracts over \$100,000.

The bid submitted by Central Valley Air Conditioning, Inc. is responsive and complete. Housing and Urban Development (HUD) required background research did not result in

any disbarments, limited participation and/or other disqualifications Central Valley Air Conditioning, Inc. is not an accredited Better Business Bureau (“BBB”) business. All references that were called gave good reviews and confirmed that Central Valley Air Conditioning, Inc. fully completed their projects on time.

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the County of Merced adopt **Resolution No. 2022-17**, awarding the Los Banos Mini Split Installation contract to Central Valley Air Conditioning, Inc. and authorize the Executive Director, Rosa Vazquez, to sign or take any other action necessary to carry out the completion of the work.

RESOLUTION NO. 2022-18

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE
COUNTY OF MERCED HONORING THE MEMORY OF
COMMISSIONER JOSE MANUEL RESENDEZ JR.**

WHEREAS, Commissioner Jose Manuel Resendez Jr., born January 12, 1947, dedicated twelve years of service to the Housing Authority of the County of Merced (Authority);

WHEREAS, throughout his tenure on this Board and until the time of his passing on July 26, 2022, Commissioner Jose Manuel Resendez Jr., contributed his efforts and his long-term vision for the residents of the Public Housing program, the residents of Merced County, and the future of the Authority, and

WHEREAS, Commissioner Jose Manuel Resendez also brought guidance, her also brought his wit and will be dearly and deeply missed;

NOW, THREFORE, BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced express their appreciation, publicly and formally, to Commissioner Jose Manuel Resendez Jr. for the dedicated service he rendered to the Housing Authority of the Count of Merced:

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Housing Authority of the County of Merced hereby honors the memory of Jose Manuel Resendez Jr., for a life of outstanding service and extraordinary contributions to the Housing Authority of the County of Merced.

The foregoing resolution was introduced at the September 20th, 2022, Board of Commissioners meeting and adopted by the following vote:

Motion: Second:

Ayes:

Nays:

Absent:

Abstain:

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

Dated: September 20, 2022

STAFF REPORT

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

FROM: David G. Ritchie, General Counsel

DATE: September 20, 2022

SUBJECT: Action Item No. 2022-A-02 – Consideration of Action of the Board of Commissioner of the Housing Authority of the County of Merced regarding Payoff Demand, Substitution of Trustee & Reconveyance of Deed for 1522 Vine Circle, Atwater, CA 95301.

1522 Vine Circle in Atwater, CA 95301 was a property previously owned by the Housing Authority and sold in October, 2006 to the current owner, Patrocinio Arambula as part of the Homeownership Opportunity Program (HACM – HOP).

This program transitioned lessees into homeowners when they were able to obtain financing for a first mortgage and frequently the Housing Authority would retain a “silent second” that was subordinate to the primary lender for any balance. Lessees would have a reserve account into which the Housing Authority would make deposits during the period preceding the sale from the rents received, and the tenant/lessee would use the amount accrued in the reserve account as the down payment for the purchase.

The purchase of 1522 Vine Circle under HACM – HOP was for \$85,308.00, a sum obtained by the purchaser and separately financed. The balance of the purchase price was \$184,692.00 contained in a promissory note with the Housing Authority and recorded against the title in a Deed of Trust as document no. 2006-085972, this “second” was subordinate to the first mortgage.

The homeowner sought to sell the property and the escrow officer sent a request for a payoff demand along with a substitution of trustee and full reconveyance of the deed. Legal reviewed the request and made outreach to the Escrow officer about the payoff demand. Certain HACM home ownership programs from the time period have included provisions for forgiveness of the amount owed under the silent second. Upon review of the request, the recorded Substitution of Trustee and Deed of Trust, and all available documents relating to the original sale of the property by the Housing Authority, legal was unable to determine whether the Promissory Note or transaction contemplated a forgiveness or loan reduction for this specific transaction.

Absent explicit provisions within the promissory note allowing for a modification and reduction or forgiveness of the loan principal amount, the Board would have to consider findings that such a forgiveness serves a public purpose and thus is a proper use of public funds prior to any approval. Because the Board was unable to consider this prior to the close of escrow, payment was tendered and is currently being held by the Housing Authority pending direction and findings from the Board of Commissioners. The Housing Authority has provided a substitution of trustee and full reconveyance as a consequence of the issuance of payment.

Legal Framework: Generally, California Constitution art. XVI, Section 6 prohibits gifts of public funds. An appropriation benefitting a private party constitutes an unconstitutional gift of public funds if the public agency receives no adequate consideration in exchange for the expenditure (*Allen v. Hussey* (1950) 101 CA2d 457, 473) or if the expenditure does not fulfil a public purpose (*County of Alameda v. Janssen* (1940) 16C2d 276, 281). This prohibition against gifts of public funds does not preclude expenditures and disbursements for public purposes, even if a private person incidentally benefits. (*Redevelopment Agency of San Pablo v. Shepard* (1977) 75 CA3d 453,457). The determination of a public purpose lies with the legislative body; the concept is liberally construed and the legislative action is upheld unless it is totally arbitrary. (*Mannheim v. Superior Court* (1970) 3 C3d 678, 691; *Community Mem. Hosp. v. County of Ventura* (1996) 50 CA4th 199, 207).

RECOMMENDATION

As this involves Board discretion, staff make no recommendation, however highlight that previous boards have found public purposes in approving expenditures that support first-time home ownership programs.

ALTERNATIVES

If the Board finds a public purpose, staff would reimburse the seller (Arambula) in a manner consistent with Board direction; if it did not, staff would deposit payment as tendered and no reimbursement would be issued.

ATTACHMENTS:

Home Ownership Program agreements, leases and Documents related to recorded Deed of Trust

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Anne Rahilly

From: Anne Rahilly
Sent: Monday, August 8, 2022 12:53 PM
To: MariaA@merced-pha.com
Cc: Annette Heikkila; Justine Hanna
Subject: 22-01068-AMH, 1522 Vine Circle, Atwater, Patrocinio Arambula
Attachments: SKM_364e22080813360.pdf

Importance: High

Hi Maria,

Attached is a Demand for Payoff for the loan with Patrocinio Arambula, a copy of the recorded Deed of Trust is attached as well. This is a 5-day escrow, so we are asking you to Please Expedite this payoff.
 Please call with any questions that you may have.



Great news, our Atwater Branch has moved to 2554 Alabama Street, Suite A, Atwater, CA 95301.

	<p>Anne Rahilly 2554 Alabama St., Suite A Atwater CA 95301 Office: 209-358-8254 Cell: 209-777-6613 Fax 209-381-2734 Email: arahilly@transcountytittle.com</p>	<p>TransCounty Title Co. <i>"Our Service Is The Difference"</i> Our mission is to provide every customer with a smooth transaction and peace of mind through exceptional customer care, professionalism and unrivaled knowledge of our industry.</p>
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This e-mail and its attachments are intended solely for the addressee and may contain information that is privileged, confidential and exempt from disclosure or any type of use under applicable law. If the reader of this e-mail is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this e-mail is strictly prohibited. If you have received this e-mail in error, please reply immediately to the sender. Thank you.

Documents delivered from this office in any electronic format are furnished without benefit of a complete title search and no liability is assumed hereby. If it is desired that liability be assumed, a Policy of Title Insurance, Guarantee, Binder or Commitment should be requested.

Under no circumstances should non-public personal information (NPI) be transmitted via unsecured email. For your protection, and that of our clients, please do not include account numbers, social security numbers, passwords or any other form of NPI in unsecured email messages. TransCounty Title Co. will not be responsible for the misuse of NPI obtained by unauthorized users via an unsecured email message delivered to us.

TransCounty Title Co.

"Our Service is The Difference"

2554 Alabama St., Suite A • Atwater, CA 95301 • (209) 358-8254 • Fax (209) 358-4718

Housing Authority of the County of Merced
405 U St.
Merced, CA 95340

PROPERTY ADDRESS:
1522 Vine Cir., Atwater, CA 95301

DATE: August 8, 2022
ESCROW NO.: **22-01068-AMH**
LOAN NO.: **none shown**
BORROWER(S):
Patrocinio Arambula

We have an escrow involving real property upon which we understand you hold the Beneficial Interest under a Deed of Trust, originally executed by Patrocinio Arambula, an unmarried woman.

We have been requested to secure your demand for payment of this obligation. Please forward to us your Original Promissory Note and Deed of Trust, signed Request for Full Reconveyance, together with your Payoff Demand Statement and any fire insurance you may hold in connection with this loan. We are enclosing a Payoff Demand Statement form to assist you with this request.

If you are not the current owner or possessor of the original Promissory Note, you must advise us, in writing in the body of your Payoff Demand Statement, of your status in the collection of this debt.

Our check in payment of your Payoff Demand Statement will be mailed to you when the escrow has been closed and funded.

In order that we may serve our principals in this escrow in an expeditious manner, we would appreciate your cooperation in returning the requested information at your earliest convenience. Your attention is invited to Section 2943 of the California Civil Code, which provides in part that:

1. the Payoff Demand Statement must be delivered within 21 days from receipt of the request or substantial forfeitures and possible damages may be incurred.
2. the Escrow Holder is an "entitled person" and as such may request the statement.

We suggest that you consult your attorney if you have any questions concerning your duties under this code section.

Sincerely,
TransCounty Title Company



Annette M Heikkila, Certified Senior Escrow Officer

enclosure(s)

TO: Annette M Heikkila
TransCounty Title Company
Atwater, CA 95301

ESCROW NO.: 22-01068-AMH
PROPERTY ADDRESS:
1522 Vine Cir., Atwater, CA 95301

PAYOFF DEMAND STATEMENT

I hand you herewith the following:

- (1) Original Promissory Note in the amount of \$184,692.00
- (2) Deed of Trust securing same recorded in Book **n/a** Page **n/a** as document No. **2006-085972** in the Official Records of **Merced** County.
- (3) Fire Insurance Policy Number **Fire Ins. Policy No.** issued by **Fire Ins. Issued By**
Fire Ins. Company Address
- (4) Substitution of Trustee and Full Reconveyance signed by all owners of the Note.

You are hereby instructed to use the above document to draft and record, or cause to be recorded, a Full Reconveyance, provided you hold for the account of the parties executing said Request for Full Reconveyance, the amount of the remaining principal balance of \$_____ plus interest on said balance at the rate of _____ percent per annum from _____ to the date of close of escrow.

Additional amounts due are:

If you are unable to comply with these instructions on or before August 11, 2022 you are hereby instructed to comply at the earliest possible date thereafter, unless I have otherwise instructed you in writing.

PLEASE NOTE: ALL BENEFICIARIES MUST SIGN.

Housing Authority of the County of Merced

By: _____

DATE: _____

Address: _____

Phone: _____

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RECORDING REQUESTED BY:
Fidelity National Title Company of California
Escrow No.: 06-196697-RM
Locate No.: CAFNT0924-0924-0001-0000196697
Title No.: 06-196697-RB

When Recorded Mail Document To:
Housing Authority of the County of Merced
405 U Street
Merced, CA 95340

Recorded in Official Records, Merced County

12/22/2006
8:00 AM
R07

M. STEPHEN JONES
County Recorder

FD Fidelity Title Company

T

Doc#: 2006-085972

Titles: 2 Pages: 5



Fees 28.00
Taxes 0.00
Other 0.00
PAID \$28.00

APN: 001 220 049

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 19, 2006
Patrocinio Arambula, an unmarried woman

between

, herein called **TRUSTOR**, whose address is

1522 Vine Circle
Atwater, CA 95301,

Fidelity National Title Company of California, 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:

Lot 42, according to "Map of WOODHAVEN," recorded February 9, 1989, in the Office of the County Recorder of Merced County, California, in Vol. 35 of Official Maps, at pages 7, 8 and 9, Merced County Records.

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of First NLC Financial Services, LLC dated December 19, 2006 securing an original amount of \$85,300.00, which is recorded concurrently herewith.

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 **\$184,692.00** 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.

INITIALS: PA

APN: 001 220 049

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	617	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	851	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	611	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.

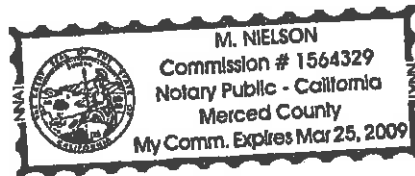
DATED: December 19, 2006

Patrocinio Arambula
Patrocinio Arambula

STATE OF CALIFORNIA)
COUNTY OF Merced)
ON December 19, 2006 before me,
M. Nielson, Notary Public

(here Insert name and title of the officer), personally appeared Patrocinio Arambula,

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 [Handwritten Signature] (Seal)

INITIALS: P A

APN: 001 220 049

~~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 therefore; 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 encumbrances, 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 encumbrance, 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 therefore 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).

INITIALS: P A _____

APN: 001 220 049

(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 Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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: P A _____

APN: 001 220 049

REQUEST FOR FULL RECONVEYANCE

Fidelity National Title Company of California, 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 lose 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,
_____ (here insert name and title of the officer), 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 _____ (Seal)

INITIALS: P A _____

TransCounty Title Co.

"Our Service IS The Difference"

2554 Alabama St., Suite A • Atwater, CA 95301 • (209) 358-8254 • Fax (209) 358-4718

ATTN: Payoff Department
Housing Authority of the County of Merced
405 U St
Merced, CA 95340

DATE: August 8, 2022

ESCROW NO.: 22-01068-AMH
BORROWERS:
Patrocinio Arambula

PROPERTY ADDRESS:
1522 Vine Cir.
Atwater, CA 95301
LOAN NUMBER:

We are processing an escrow concerning the above property and loan.

This loan is to be paid in full through this escrow. Please forward your Payoff Demand Statement for payment in full. The subject Deed of Trust recorded on **December 22, 2006 as Series No. 2006-085971.**

Please send us your Substitution of Trustee and Full Reconveyance to record at close of escrow.

Should you require any further information to process this request, please notify the undersigned immediately.

IF AVAILABLE, PLEASE FAX YOUR PAYOFF DEMAND STATEMENT TO (209) 358-4718 Thank you for assisting us to comply with our escrow instructions.

Sincerely,
TransCounty Title Company



Annette M Heikkila
Certified Senior Escrow Officer

AMH

4

RECORDING REQUESTED BY:
Fidelity National Title Company of California
Escrow No.: 06-196697-RM
Locate No.: CAFNT0924-0924-0001-0000196697
Title No.: 06-196697-RB

When Recorded Mail Document To:
Housing Authority of the County of Merced
405 U Street
Merced, CA 95340

Recorded in Official Records, Merced County

12/22/2006
8:00 AM
R07

M. STEPHEN JONES
County Recorder

FD Fidelity Title Company

T

Doc#: 2006-085972



Titles:	2	Pages:	5
Fees			28.00
Taxes			0.00
Other			0.00
PAID			\$28.00

APN: 001 220 049

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 19, 2006
Patrocinio Arambula, an unmarried woman

, between

, herein called **TRUSTOR**, whose address is

1522 Vine Circle
Atwater, CA 95301,

Fidelity National Title Company of California, 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:

Lot 42, according to "Map of WOODHAVEN," recorded February 9, 1989, in the Office of the County Recorder of Merced County, California, in Vol. 35 of Official Maps, at pages 7, 8 and 9, Merced County Records.

The lien of this Deed of Trust is inferior and subordinate to the lien of that certain Trust Deed executed by Trustors named above for the benefit of First NLC Financial Services, LLC dated December 19, 2006 securing an original amount of \$85,300.00, which is recorded concurrently herewith.

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 **\$184,692.00** 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.

INITIALS: P A

APN: 001 220 049

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	617	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	851	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	611	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.

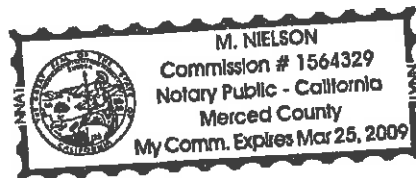
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

DATED: December 19, 2006

Patrocinio Arambula
Patrocinio Arambula

STATE OF CALIFORNIA)
COUNTY OF Merced)
ON December 19, 2006 before me,
M. Nielson, Notary Public

(here insert name and title of the officer), personally appeared Patrocinio Arambula, 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 [Handwritten Signature] (Seal)

INITIALS: P A

APN: 001 220 049

~~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 therefore; 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 encumbrances, 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 encumbrance, 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 therefore 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).

INITIALS: P A _____

APN: 001 220 049

(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 Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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: P A _____

APN: 001 220 049

REQUEST FOR FULL RECONVEYANCE

Fidelity National Title Company of California, 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 lose 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,
_____ (here insert name and title of the officer), 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 _____ (Seal)

INITIALS: P A

**REAL PROPERTY PURCHASE AND SALES AGREEMENT
AND ESCROW INSTRUCTIONS
HOMEOWNERSHIP OPPORTUNITY PROGRAM**

This real property purchase and sale agreement (hereinafter "Sale Agreement") dated as of this 30th day of October is made by and between the Housing Authority of the County of Merced (hereinafter "Seller") and Patricinio Arambula (hereinafter "Buyer") pursuant to the Housing Authority of the County of Merced Homeownership Opportunity Program (hereinafter "HACM – HOP"), on the terms and conditions hereinafter set forth:

1. **PURCHASE SALE**

Buyer hereby agrees to purchase the property as defined in Section 2 below from Seller, and Seller hereby agrees to sell the property to Buyer, all upon the terms and conditions set forth herein.

2. **THE PROPERTY**

The property consists of certain real property situated in the county of Merced, commonly known as 1552 Vine Circle, Atwater, and having an assessor's parcel number of: 1-220-49, hereinafter "Property."

3. **PURCHASE PRICE AND DEPOSIT**

3.1 **Price.** The purchase price for the property shall be fully described in Amendment 1 to this agreement. Said amendment shall be executed by the party upon receipt by the Seller of a current appraisal of the property conducted by a licensed real estate property appraiser as set forth in Section 17 herein. The purchase price shall be payable through the escrow as set forth herein at close of escrow.

3.2 **Deposit of Funds.** Seller currently holds in trust for the benefit of Buyer the sum of N/A Buyer's Earned Home Buyer's Reserve Account (hereinafter referred to as "Reserve Account") which Seller has established and maintained pursuant to the HACM-HOP. Said reserve account has increased in principal amount by one-hundred seventy-five dollars (\$175.00) upon each full monthly rental payment made by Buyer to Seller and will continue to do

3.2 (continued)

so up through the close of escrow. Said amount in Buyer's Reserve Account plus any and all subsequent contributions made thereto and all interest earned thereon shall be deposited in escrow by the Seller prior to close of escrow and/or otherwise applied to and in reduction of Buyer's obligation to deposit or cause to be deposited into escrow, the total purchase price of the subject real property as follows:

- (a) Buyer shall cause to be deposited into escrow prior to close of escrow the total sum of **Eighty Five Thousand Three Hundred Eight Dollars** (\$ 85,308), (hereinafter, the "HOP Amount") plus an amount sufficient to cover escrow fees and costs of the escrow holder. Buyer is required to obtain his/her own funding/financing to pay the HOP Amount and all of the required escrow fees and costs of escrow holder. The balance of the purchase price shall be in the form of a promissory note and second Deed of Trust to Seller as set forth below in section 3.3. Seller is under no obligation to fund or finance the purchase price unless otherwise agreed to in writing and signed by both Seller and Buyer. If Buyer's funding/financing is to be borrowed by Buyer from a lender who shall be secured by a first Deed of Trust against the subject real property, the amount of such loan and the amount to be secured by such loan shall not exceed the HOP Amount plus the required escrow fees and costs of the escrow holder minus any amount placed into escrow from Buyer's Reserve Account.

- 3.3 The Buyer shall also execute and deposit into escrow a promissory note, in the form attached hereto as "Exhibit 2" made payable to the Seller, which amount shall be the difference between the HOP amount and the appraised value of the property as provided for in Section 17 herein.

4. ESCROW

- 4.1 Opening of Escrow. The purchase and sale of the property shall be consummated through an escrow (hereinafter the "Escrow") to be opened by Buyer and Seller at **Fidelity National Title 3305 G. Street, Merced, CA 95348, phone (209) 722-4151,** (the "Escrow Holder"). Concurrently with the mutual execution and delivery of this Agreement, Buyer and Seller shall open the escrow by Buyer and Seller depositing a fully-executed original of this Agreement with the Escrow Holder.
- 4.2 Escrow Instructions. This Agreement shall constitute the primary escrow instructions among Buyer, Seller and the Escrow Holder. The Buyer shall also execute and deliver to the Escrow Holder, prior to close of escrow, such additional escrow instructions (hereinafter "Additional Escrow Instructions") not inconsistent herewith as the Escrow Holder may reasonably require to clarify the duties and responsibilities of the Escrow Holder and consummate the transactions contemplated herein. In the event of any conflict between the terms and provisions of the additional escrow instructions and those of this Agreement, then the terms and provisions of this Agreement and any amendments hereto, shall govern and control.
- 4.3 Closing Costs. The Buyer shall pay all of the escrow fees and charges and all the costs of escrow. Seller is not responsible to pay any of the costs associated with the escrow and/or title to the property.
- 4.4 Close of Escrow. Subject to the conditions set forth herein to Buyer's and Seller's obligations to consummate the transactions contemplated herein, the escrow shall close (hereinafter the "Close of Escrow") on or before the date (hereinafter the "Closing Date") which is one-hundred twenty (120) days from the date of this Agreement.
- 4.5 Possession: Possession of the property shall be delivered to

Buyer upon Close of Escrow.

5. **ESCROW SETTLEMENT**

Buyer and Seller authorize the Escrow Holder to examine title to the property and prepare all necessary and appropriate conveyance documents. Parties shall make settlement of the escrow as soon as financing can be secured, but in no event later than the close of escrow or any extensions thereof, agreed to in writing by Buyer and Seller prior to the scheduled date of Close of Escrow.

6. **BUYER'S DEFAULT**

The parties agree that if Buyer shall fail to make full settlement as provided herein, the deposit, if any, may be forfeited at the option of the Seller, and Buyer shall be relieved of any further liability hereunder, or, without forfeiting the deposit, the Seller may avail itself of any legal or equitable remedies which it may have under this agreement and will be entitled to attorney's fees and costs incurred pursuant to availing itself of any legal or equitable remedies.

7. **SELLER'S DEFAULT**

The parties agree that if Seller fails to deliver possession and title as aforesaid at settlement, this agreement may be declared null and void at the option of the Buyer and hi/her deposit, if any, (other than the Reserve Account funds) shall be refunded to him/her subject to the terms and conditions set forth in the Home Ownership Opportunity Agreement signed by the parties prior to this Agreement. As an alternative, the Buyer, without claiming a refund of the deposit, may avail himself/herself of any legal or equitable remedies for which he/she may have under this Agreement.

8. **DEPOSIT OF RESERVE ACCOUNT FUNDS**

If for any reason the Agreement and/or purchase of property fails to be completed, Seller shall be entitled to receive any amount deposited into the escrow from the Reserve Account. Buyer agrees to sign whatever documentation and/or agreements required by the Escrow Holder to allow return of said monies to Seller. Seller will be entitled to attorney's fees and costs if it has to take legal action to recover any Reserve Account funds deposited into escrow.

9. **TITLE**

The property is sold free of encumbrances except as stated herein. Title is to be of good record title and merchantable, subject, however, to covenants, right of way, easements, conditions and restrictions on the property, if any. Otherwise any deposit in escrow is to be returned to Seller subject to the terms and conditions set forth in this Agreement, and the sale shall be declared cancelled at the option of the Buyer unless the defects are of such a character that they may be remedied within a reasonable time. However, Seller is hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be undertaken promptly by the party. Upon the close of escrow and transferring of title to the property, Buyer will be solely responsible for the payment of any and all property taxes or other assessments on the property.

10. **RELEASE OF SELLER**

Upon the Close of Escrow, Buyer hereby acknowledges and its agents, employees, representatives, attorneys, assigns and successors, and each of them, and their respective agents, employees, representatives, attorneys, assigns and successors have fully performed their duties under the Agreement, and any and all related contracts and agreements pertaining thereto, and Buyer hereby releases Seller and its agents, employees, representatives, attorneys, assigns and successors from any and all claims, liens, demands, causes of action, obligations, damages and liabilities of every and/or any kind, nature and description whatsoever in connection with said agreement and its related documents, contracts and obligations. Buyer hereby waives any and all rights which Buyer would otherwise have by virtue by Section 1542 of the California Civil Code in connection with the Agreement and the subject real property. California Civil Code Section 1542 reads as follows:

“A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.”

11. BUYER'S POSSESSION OF THE PROPERTY
Buyer acknowledges that since his/her participation in HACM-HOOP, Buyer has had exclusive possession and control of the property, and Buyer has conducted any and all required maintenance and repairs on the subject property and knows its condition. Buyer acknowledges that he/she has lived and maintained the subject property since N/A
12. AS IS CONDITION
Buyer acknowledges that he/she is buying the property in its AS IS CONDITION at Close of Escrow and takes the subject property, improvements, trees, shrubs and surrounding appurtenances in their AS IS CONDITION. Seller makes no warranties or representations about the value of the property or the improvements, any conditions existing at the property at Close of Escrow or its suitability for Buyer's habitation or other uses/purposes. Buyer will accept the property at the close of escrow "AS IS" and "WITH ALL FAULTS" and hold Seller harmless of any claims, action or demands regarding the condition of the property at the time of close of escrow or thereafter.
13. GENERAL FINANCING PROVISIONS
- 13.1 Buyer is responsible for obtaining his/her funding/financing to purchase the property, and Seller is under no obligation to fund or finance the purchase price, unless otherwise agreed to in writing and signed by both Buyer and Seller.
- 13.2 Trustees under all Deeds of Trust are to be named by the parties secured thereby.
- 13.3 Seller shall allow inspection of the premises and furnish pertinent information required by Buyer or his/her financing agency in reference to obtaining a loan commitment. If Buyer is in possession of the premises under the HACM-HOP, Buyer shall be responsible for arranging for and allowing inspection and or testing of the subject premises prior to Close of Escrow.
- 13.4 Buyer agrees to make application for financing immediately and file all necessary papers that are required or requested in order to complete processing and agrees that failure to

timely do so shall give the Seller the right to declare the deposit forfeited and/or avail itself of any legal or equitable rights as provided in Section 6 herein.

14. **BINDING ON HEIRS AND SUCCESSORS**

The parties agree that this contract shall be binding upon them, their heirs, personal representatives, successors and assigns, and that they shall not be bound by any term, conditions or representations not contained herein. This Agreement may not be assigned by the Buyer without prior written consent of the Seller, which, consent may be withheld by the Seller at its sole discretion and option.

15. **TERMITE INSPECTION**

As soon as possible Seller shall order a termite inspection of the property and shall pay the cost of the termite inspection and provide to Buyer a written certification from a licensed exterminator that, based upon a careful visual inspection of accessible areas, there is no evidence of infestation of termites or wood boring insects. If such infestation exists, Seller is to exterminate or the inspection reveals required maintenance and/or repair, Seller, at its own expense and prior to Close of Escrow, shall repair the reported damage and/or required item up to a maximum amount of five-hundred dollars (\$500.00). If the cost of extermination and/or repairs exceeds the above-mentioned amount, Seller has the sole and absolute discretion to effectuate the extermination and/or repairs and go forward with the sale of the property or to cancel this Agreement in its entirety.

16. **CONSUMER REPORT AUTHORIZATION**

Seller shall be provided with a credit report regarding Buyer. Buyer agrees to cooperate in obtaining such information. Seller reserves the right to approve Buyer's credit up to five business days after Seller receives such credit information. Should the Seller fail to approve Buyer's credit, it shall provide written notice to Buyer within ten business days of its receipt of said credit information.

17. **PROPERTY APPRAISAL**

Buyer shall provide Seller with a copy of the lender's appraisal of the property within thirty days of the date of this agreement. If timely tendered, lender's appraised value shall be used in determining the total purchase price and the amount of the promissory note secured by a second Deed of Trust to the Housing Authority of the County of Merced pursuant to paragraph 3.3 above. In the event that lender's appraisal is not provided to Seller in a timely manner, Seller may obtain an appraisal by a licensed appraiser, which shall then be used to determine

the total purchase price for the subject property.

18. **HOMEOWNERSHIP OPPORTUNITY PROGRAM OBLIGATIONS**

Buyer acknowledges that this property is purchased under the terms of the Home Ownership Opportunity Program which imposes certain restrictions on the Buyer. Buyer acknowledges that he/she has been advised of the terms of the program and agrees to comply with these requirements.

19. **EXISTING FIXTURES**

Seller shall transfer and assign all its right, title and interest in and to the warranties and guarantees, if any, on all appliances and equipment on the property.

20. **NOTICES**

Any notice to be given under this Agreement shall be deemed fully given if made in writing and delivered personally to the person whose name and address appears below or sent by certified mail, postage prepaid, addressed to:

(a) SELLER:
HOUSING AUTHORITY OF THE COUNTY OF MERCED
405 U Street
Merced, CA 95340
Telephone: (209) 722-3501

(b) BUYER:

Patricinio Arambula _____
Name

1522 Vine Circle, Atwater, CA 95301 _____
Address

(209) 233-1158 ___ Lourdes (Translator)
Phone Number

21. **ATTORNEY'S FEES AND COSTS**

In the event any party hereto brings an action or proceeding to enforce the terms and provisions of this Agreement or any other action arising out of this Agreement or the transactions contemplated thereby, or in the event that any party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the prevailing party shall

be entitled to recover from the non-prevailing party (in addition to any other damages or relief awarded) all court costs and expenses, including, without limitation, all reasonable attorney's fees incurred by the prevailing party in connection with such enforcement of the terms and provisions of this Agreement.

22. **EXHIBITS**

All exhibits attached hereto and referred to herein are hereby incorporated herein as though set forth in full.

23. **TIME OF ESSENCE AND FURTHER ASSURANCES**

Time is strictly of the essence of this Agreement and is a material term of this Agreement and all of the terms, provisions, covenants and conditions hereof. The parties agree that they shall timely and promptly execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their respective obligations hereunder and to carry out the intent of the parties hereto.

24. **ENTIRE AGREEMENT**

This Agreement, together with any related documents referred to in this Agreement, constitute the entire understanding and agreement of the parties with respect to the subject matter of this agreement, and any and all prior agreements, understandings, or representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

BUYER: PETROCINO AVARELLA O DATE: 10-30-06

BUYER: _____ DATE: _____

SELLER: Rennise Ferrario DATE: 10/30/06
Rennise Ferrario, Interim Executive Director
Housing Authority of the County of Merced

II. HOMEOWNERSHIP OPPORTUNITY AGREEMENT

PART ONE

This agreement, made and entered into March 21, 2006, by and between the Housing Authority of the County of Merced therein called the "Housing Authority" and Patrocinio Arambula (herein called the "resident").

WITNESSES:

In consideration of the agreements and covenants contained in this agreement including Part I and all terms and conditions of Part II and the Resident Dwelling Lease Agreement; which is hereby incorporated into this agreement by reference, the Housing Authority leases to the resident the following described land and improvements (herein called the "home"), which is identified and located as follows:

1522 Vine Circle, Atwater, Ca. 95301
(address) (city and state)

1. TERM OF AGREEMENT

The term of this agreement shall commence on April 1, 2006, and shall expire at midnight on the last day of this same calendar month. Said term shall be extended automatically for successive periods of one calendar month to the first day of the next calendar month unless terminated by 30 day written notice by resident or management, or 14 day notice for default of rent, or 3 day notice at the Housing Authority's discretion in accordance with Federal, State, and local statutes.

2. MONTHLY PAYMENTS

- (a) Until changed in accordance with this agreement, the resident's monthly payment shall be \$431.00 per month due and payable on or before the first day of each calendar month.
- (b) If for any reason the effective date of termination occurs on other than the last day of the month, the monthly rent payment for such month shall be prorated for the period of occupancy during that month.
- (c) The amount of the monthly rent payment may be increased or decreased by reason of changes in the family's income or other circumstances. Any changes in monthly rent payment shall become

effective by written notice from the Housing Authority to the resident as of the date specified in such notice (HOP-1). Such notice shall be deemed to constitute an amendment to this agreement.

(d) Late payment Charge. All monthly rent payments received after the fifth working day of each month shall have a late payment charge of TEN DOLLORS (\$10.00) added to the rent payment for that month. Failure to pay rent on time more than four times within 12 calendar months shall result in disqualification from the program.

3. OPTION TO PURCHASE

In consideration of the covenants contained herein and in the Resident Dwelling Lease Agreement, and at such time as the conditions precedent have been met, the Housing Authority agrees to provide the resident with an option to purchase the property. The resident understands that until that time resident's occupancy in the property is solely that of a lessee.

4. PURCHASE PRICE

The initial purchase price of the home Eighty Five Thousand Three Hundred Eight \$ (85,308). **RESERVE ACCOUNTS**

It is agreed that during the rental stage the following payment shall be made by the Housing Authority on behalf of the resident to two separate accounts, the Earned Homebuyers Reserve Account and the Non-routine Maintenance Reserve.

These contributions shall be in the amount of Earned Homebuyer's Reserve . . \$140 per month; Non-routine Maintenance Reserve . . \$35 per month. This contribution by the Housing Authority is conditioned on the resident performing the routine maintenance on the unit. If routine repairs are performed by Housing Authority staff or a Housing Authority contracted service, costs for the repairs shall be charged to resident, for reimbursement to the Housing Authority. In the event the resident fails to pay, the Housing Authority shall deduct the charge from the Earned Homebuyers Reserve. This reserve is to be used as a deposit/down-payment for the eventual purchase of the property. The resident shall have no vesting or claim whatsoever to the Earned Homebuyer's Reserve until the time of purchase.

6. DESIGNATION OF SUCCESSOR

N/A
(Name)

The person designated above as the successor shall succeed to the rights and responsibility under this agreement if that person is an occupant of the home at the time of the event and is determined by the Housing Authority to meet all the standards set forth in the Agreement and the Resident Dwelling Lease Agreement.

This agreement, in Part I and Part II, Terms and Conditions, constitutes the entire agreement between the Housing Authority and the resident at this time and no changes shall be made other than in writing and signed by the Housing Authority and the resident. This Agreement is signed in duplicate, any copy of which may be considered the original for all purposes. The resident hereby acknowledges receipt of one of these signed copies.

PATROCINIO AMBELL
RESIDENT

RESIDENT

Stephanie Busbee
HOUSING AUTHORITY OF THE COUNTY OF MERCED

HOUSING AUTHORITY OF THE COUNTY OF MERCED
RESIDENT DWELLING LEASE AGREEMENT

The HOUSING AUTHORITY OF THE COUNTY OF MERCED (hereinafter "MANAGEMENT"), relying upon statements made in the RESIDENT'S application for housing, does hereby lease to PATROCINIO ARAMBULA-OROZCO (hereinafter "RESIDENT") the dwelling unit number 0604 , located at 1522 VINE CIR., ATWATER, CA 95301, under terms and conditions stated below:

1. TERMS OF LEASE: This lease shall begin on 04/25/06. The term shall be one month and shall continue month to month, from the 1st of each month, unless terminated as provided by this Lease.
2. RENEWAL OF LEASE: AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT: THIS LEASE SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF ONE CALENDAR MONTH EACH, AT THE RENTAL OF \$399.00 PER MONTH, OR AT SUCH RENTAL AS MAY HEREAFTER BE ESTABLISHED IN ACCORDANCE WITH PARAGRAPH 8 OF THIS LEASE. RENT IS PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH CALENDAR MONTH UNLESS THIS LEASE IS TERMINATED BY EITHER PARTY AS HEREIN PROVIDED.
3. MEMBERS OF HOUSEHOLD: Occupancy under this lease is limited to the RESIDENT(S) household consisting of the following named persons who will reside in the dwelling unit:

(Name)	(DOB)	(REL)	(Name)	(DOB)	(REL)
PATROCINIO ARAMBULA-OROZCO	2/08/66	Head	EDGAR E. ARAMBULA	10/11/91	OTHER
IVAN G. MONTOYA-ARAMBUL	08/22/95	OTHER	ERIC M. ARAMBULA	12/23/98	OTHER

4. RENTAL PAYMENTS:

- a. The monthly rental amount is \$399.00 subject to the utility cost provisions in Paragraph 6 and shall be due and payable in advance on the first day of each month, beginning on the first month following the date of this Lease.
- b. Rent for the initial period under this Lease in the amount of \$399.00 is due and payable at the time this Lease is executed. Thereafter, the RESIDENT shall pay the full month's rental as provided above on the first day of each month. RESIDENT shall be personally responsible for all rent payments which are due.
- c. In the event this Lease is terminated by RESIDENT as set forth in Paragraph 19, any rents paid or due shall be pro-rated daily after the date of expiration of the thirty (30) day notice period. In the event RESIDENT vacates without notice, he/she shall be charged with rent for the thirty (30) days after MANAGEMENT learns of the vacate. 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 Paragraph 8 or 9.
- d. IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the RESIDENT is transferring from another MANAGEMENT -operated dwelling unit or unit operated under another management subsidized program, payment of any unpaid balance due under the previous lease or program shall become a part of the consideration for this Lease.
- e. It is expressly understood and agreed that residents who are determined to be " habitual delinquents " (residents receiving three (3) late payment notices in a six (6) month period) shall be terminated for cause upon their receipt of a fourth (4th) late payment notice within said period.
- f. MANAGEMENT shall impose a \$10.00 charge for rent payments made after the 7th of the month, which shall be deemed additional rent. A charge of \$10.00 shall also be assessed for checks returned for non-sufficient funds (NSF) or account closed. If the check is not honored by the 7th of the month, the rent will be considered unpaid and subject to the \$10.00 late charge.
- g. If TENANT fails to make payment by the 7th day of the month, and MANAGEMENT has not agreed to accept payment at a later date, a 14 DAY NOTICE to Vacate will be issued to TENANT, demanding payment in full or the surrender of the premises.

5. SECURITY DEPOSIT:

- a. Upon signing of this lease agreement, and in addition to the monthly rental payments required in Paragraph 4, the RESIDENT agrees to pay MANAGEMENT the sum of \$150.00 as a security deposit. This money may be applied by MANAGEMENT at the termination of this Lease toward:

1. Any rent or other charges owed by resident; and

2. The cost of repairing any damage to the premises beyond normal wear and tear and any cleaning made necessary by the resident his/her household or guests.

b. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the dwelling unit.

c. MANAGEMENT shall hold the security deposit in trust for RESIDENT during the term of this Lease. RESIDENT agrees that MANAGEMENT may use any interest earned on the security deposit and RESIDENT agrees to waive any right to claim a refund of such interest.

6. UTILITIES: The monthly dwelling rent includes the following utilities and appliances (if checked):

Gas ___ Electricity ___ Water X Sewer X Refuse collection X Range X Refrigerator X

RESIDENT agrees to maintain the above-named utility services which are not provided by MANAGEMENT during the entire term of this Lease. RESIDENT agrees to promptly pay for all such utilities furnished to the premises. Resident shall abide by all locally imposed restrictions on the use of water or any other such utility and shall abide by all MANAGEMENT policies or restrictions relating to the use of any utility not EXCLUSIVELY paid for by resident. RESIDENT SHALL PAY FOR ANY AND ALL PENALTIES IMPOSED UPON MANAGEMENT BY ANY GOVERNMENTAL AGENCY BECAUSE OF RESIDENT'S FAILURE TO ABIDE BY ANY PROPERLY IMPOSED RESTRICTION ON THE USE OF ANY UTILITY. RESIDENT FURTHER agrees that in Housing Complexes where the water is metered, RESIDENT may be held responsible for excess usage charged to MANAGEMENT.

7. MAINTENANCE AND REPAIR CHARGES: RESIDENT shall keep and maintain the premises in a clean and good condition and shall not cause or permit any rubbish or debris to accumulate therein or upon the grounds surrounding the premises and shall not place or construct any structure or improvement of any kind whatsoever upon the building or grounds consisting of the premises or grounds surrounding the premises WITHOUT WRITTEN CONSENT FROM MANAGEMENT.

RESIDENT shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. RESIDENT shall notify MANAGEMENT promptly of known need for repairs to his/her dwelling unit, and of known unsafe conditions on the premises or in the common areas and grounds of the complex which may lead to damage or injury.

RESIDENT shall pay MANAGEMENT for repairs and replacements beyond those made necessary by ordinary wear and tear, and for all cleaning made necessary by the acts or neglect of RESIDENT, members of the household, or guests, for failure to maintain fully the grounds assigned to RESIDENT for maintenance, for services in connection with lock-outs, pick-up of tools or garbage and for any services which are rendered for RESIDENT and not otherwise expressly provided for under the terms of this Lease.

MANAGEMENT shall make all necessary repairs, alterations and improvements to the dwelling unit as promptly as possible and give special attention to cases involving damage affecting health or safety. The RESIDENT does hereby waive all rights to make repairs upon the Premises at the expense of MANAGEMENT, excepting only, and to the extent only, as expressly permitted by Section 1942 of the Civil Code of the State of California.

If MANAGEMENT uses an outside contractor to make repairs, the basis for charges to the RESIDENT shall be the bill submitted to MANAGEMENT plus a reasonable overhead as determined from time to time. If MANAGEMENT employees do the repair work, the basis for the charges to the RESIDENT shall be the Schedule of Charges for Services and Repairs maintained by MANAGEMENT. Said Schedule of Charges for Services and Repairs is incorporated herein by reference as part of this Lease Agreement. Copies of the Schedule of Charges for Services and Repairs are posted in MANAGEMENT'S office and may be obtained upon request by the RESIDENT. Maintenance and repair charge bills shall become due and payable 14 days from written notice by MANAGEMENT to the RESIDENT, or upon completion of the Grievance process, if timely requested and shall constitute additional rent. Said notice shall provide that RESIDENT has the right to ask for an explanation of the charges and, if RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

Resident may elect to perform minor repairs to his/her unit provided that any such repair is specifically allowed for in MANAGEMENT'S Schedule of charges for Services and Repairs.

8. ANNUAL REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY:

a. At least once each year RESIDENT agrees to furnish accurate and conclusive information as requested by MANAGEMENT about income, employment, and members of the family for use by MANAGEMENT in determining whether the rental amount should be

changed, whether the dwelling size is still appropriate for RESIDENT'S needs, and whether RESIDENT is still eligible for low-rent housing. This determination shall be made in accordance with the provisions set forth in MANAGEMENT'S Statement of Policies governing leasing and occupancy posted in MANAGEMENT'S office.

- b. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of the re-examination or the lease anniversary date whichever is sooner.
- c. When a re-examination is completed, MANAGEMENT will, if necessary, execute a new lease or mail a written "Notice of Review Determination" to the RESIDENT showing the change in the amount of monthly rent including the amount of retroactive rent (determined in accordance with Paragraph 10) due, if any, resulting from such re-examination or redetermination. The RESIDENT agrees to accept such "Notice of Review Determination" as an amendment to this Lease. MANAGEMENT will execute a new lease in all cases involving a change in family composition.
- d. Should MANAGEMENT determine that a rent change (other than for a change as a result of a change in the amount of a utility allowance deduction) is necessary, RESIDENT shall have the right to an explanation of these changes. If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

9. REPORTING INTERIM CHANGES IN INCOME AND FAMILY COMPOSITION:

- a. The RESIDENT agrees to report, IN WRITING to MANAGEMENT, the following changes in family circumstances within (10) days of the change:
 1. A loss or addition to the family through marriage, reconciliation, divorce, permanent separation, birth, death, desertion or any other continuing circumstances.
 2. Unemployment or re-employment of any member for any reason.
 3. Any changes in the amount or type of public assistance received by any member of the family.
 4. Any changes in income for any member of the family.
- b. If these VERIFIED changes (verified when the resident provides reasonable, third party substantiating documentation as requested by MANAGEMENT to document the changes) result in a decrease in the RESIDENT'S rent, the reduced rental rate shall become effective the first of the following month after the change has been VERIFIED.
- c. If the reported changes result in an increase in the RESIDENT'S rent, the higher rate shall take effect the first of the second month following the mailing of the "Notice of Review Determination" except where the provisions of Paragraph 10 apply.
- d. Should MANAGEMENT determine that a rent change is necessary, RESIDENT shall have the right to an explanation of the changes. If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

10. RETROACTIVE RENT CHARGES: If the RESIDENT has failed to report changes in family circumstances as required in Paragraph 9 or misrepresented to MANAGEMENT the facts upon which rent is determined, and this misrepresentation or failure to report facts results in the RESIDENT paying less rent than he/she should have been charged, MANAGEMENT shall adjust the rent to the proper amount.

- a. The increase in rent may be made retroactive to the first day of the second month after the change in family circumstances occurred.
- b. The new, increased rental rate and all retroactive rent shall be due and payable on the first of the month following the mailing of the "Notice of Review Determination". Any such retroactive rent shall be deemed to be additional rent.
- c. Should MANAGEMENT determine that a rent change is necessary, RESIDENT shall have the right to an explanation of these changes. If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

11. REQUIRED TRANSFER DUE TO CHANGE IN FAMILY COMPOSITION OR STATUS: If MANAGEMENT determines that the size or type of dwelling unit is no longer appropriate to RESIDENT'S needs, RESIDENT shall be required to move to another unit of appropriate size or type within the complex in which he/she lives; If no unit of appropriate size or type exists within the complex then the RESIDENT will be required to move to the nearest complex with an appropriate unit of the size or type required. MANAGEMENT will give RESIDENT a reasonable time in which to move. RESIDENT may ask for an explanation of the specific reason for the transfer. If RESIDENT does not agree with MANAGEMENT'S explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure. If RESIDENT rejects the offer of a unit of appropriate size or type, MANAGEMENT shall not be obligated to offer any other unit, and MANAGEMENT may consider this as reasonable grounds for terminating this Lease in accordance with the provisions of Paragraph 19. MANAGEMENT shall not begin any court proceeding while a grievance is being processed.
12. OCCUPANCY OF THE DWELLING UNIT:
 - a. RESIDENT agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit for the RESIDENT and members of his/her household (as specified in paragraph 3 above) unless MANAGEMENT has given written approval for legal profit-making activities by RESIDENT or members of the household which do not interfere with the primary purpose of the unit as a residence and which do not interfere with the health and safety of others;
 - b. RESIDENT further agrees not to assign this lease, nor to sublet or transfer possession of the premises, nor to give accommodations to boarders or lodgers. Nothing in this provision shall preclude RESIDENT from accommodating visitors or guests provided (i) RESIDENT notifies MANAGEMENT in writing of the arrival and departure date of said visitor/s or guest and (ii) the accommodation does not exceed fourteen (14) days in any twelve (12) month period as to any individual. Written notification must be provided by RESIDENT to MANAGEMENT no later than the day of the visitor/s arrival.
 - c. In the event RESIDENT becomes ineligible for occupancy, he/she agrees to vacate the premises upon request.
 - d. RESIDENT agrees to abide by all necessary and reasonable rights of MANAGEMENT for the benefit, well-being, health, and safety of the housing complex and RESIDENT.
 - e. RESIDENT may, at any time during tenancy, request permission for occupancy by a foster child or a live-in aide for a person with disabilities or elderly member of the household who requires a live-in aide. Such permission may or may not be granted at MANAGEMENT'S discretion but will be considered in accordance with MANAGEMENT'S; PUBLIC HOUSING ADMISSION AND CONTINUED OCCUPANCY POLICY.
13. RESIDENT OBLIGATIONS: The RESIDENT shall:
 - a. Comply with all obligations imposed upon RESIDENT by applicable provisions of State and local building and or housing codes materially affecting health and safety;
 - b. Keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition. RESIDENT agrees to maintain the grounds and landscaping adjacent to his/her premises. In the event RESIDENT fails or neglects to maintain the grounds and landscaping as assigned, RESIDENT shall pay MANAGEMENT FOR ANY AND ALL COSTS INCURRED BY MANAGEMENT for maintaining said grounds or landscaping, except as provided by law or HUD regulations;
 - c. Dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner;
 - d. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities;
 - e. Promptly notify MANAGEMENT of the need for repairs to the dwelling unit and known unsafe conditions in the dwelling unit, common areas and grounds of the complex which may lead to damage or injury;
 - f. Refrain from, and cause his/her household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises, complex, and or any property owned by MANAGEMENT;

- g. Pay for the repair of all damages, except for normal wear and tear, to the premises, complex buildings, facilities, or common areas according to Paragraph 7;
- h. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their dwelling units and will encourage the maintenance of the complex in a decent, safe and sanitary condition;
- i. RESIDENT agrees that in the interest of sanitation and safety he/she will not keep or permit to be kept, any dog, cat or other animal, in, on, or about the premises, except that elderly RESIDENTS or persons with disabilities may be permitted under certain circumstances the keeping of pets or animals that assist persons with disabilities with MANAGEMENT'S written consent, in which case there is attached hereto, and made a part hereof, an addendum to lease, "Rules for pets or animals that assist persons with disabilities - Elderly or persons with disabilities only;" . It is expressly understood and agreed that the term pet or animal as used here does not include animals that assist persons with disabilities as "persons with disabilities" are defined by law.
- j. RESIDENT shall observe and comply with and perform and execute all Federal, State, County, and Municipal statutes, ordinances, rules and regulations and orders and any and all regulations and orders of any Federal, State, County or Municipal Board of public authority or officer which in any way affect or relate to, or are in any way applicable to the premises, or use or occupation thereof. RESIDENT shall also abide by necessary and reasonable regulations promulgated by MANAGEMENT for the benefit of the complex and all RESIDENTS, which are posted in the complex office and incorporated by reference in this lease.
- k. RESIDENT agrees to assure that RESIDENT, any member of the household, guest/s or any other person under RESIDENT'S control shall not engage in any criminal or drug- related criminal activity on or near the premises that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees or agents of MANAGEMENT. Drug related criminal activity includes the illegal manufacture, sale distribution, use or possession or possession with intent to manufacture, sell, or distribute or use of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).
- l. RESIDENT agrees not to place or allow to be placed in the premises a waterbed without prior written consent from MANAGEMENT and the provision of proof of insurance naming MANAGEMENT as co-insured.
- m. RESIDENT agrees not to tamper with or disconnect and cause other persons on the premises not to tamper with or disconnect any smoke alarm provided to the premises. RESIDENT further agrees to periodically check the workings of said smoke alarm/s (" checking" as was demonstrated to RESIDENT OR AN ADULT MEMBER of his/her household during the pre-occupancy inspection) and to immediately report any malfunction to MANAGEMENT for repairs. RESIDENT 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 resident's termination.
- n. RESIDENT agrees to cooperate with and actively participate in the control and abatement of infestations in the resident's dwelling or in an abutting dwelling. RESIDENT agrees and understands that failure on his/her part to comply with and actively participate in MANAGEMENT'S infestation abatement and control procedure will be considered a serious lease violation and MANAGEMENT can bill RESIDENT for services rendered and made ineffective by RESIDENT'S noncompliance or MANAGEMENT can terminate RESIDENT'S lease after three incidents of noncompliance.

14. MANAGEMENT OBLIGATIONS: MANAGEMENT shall:

- a. Maintain the premises and the complex in decent, safe and sanitary condition;
- b. Comply with the requirements of applicable State and local building codes, any housing codes and Housing And Urban Development (HUD) regulations materially affecting health and safety;
- c. Make necessary repairs to the premises, at its own expense, except as otherwise provided in this Lease Agreement;
- d. Keep complex buildings, facilities and common areas otherwise not assigned to the resident for maintenance and upkeep, in a clean and safe condition;

- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, elevator and other facilities and appliances supplied or required to be supplied by MANAGEMENT;
 - f. Provide and maintain receptacles and facilities for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the RESIDENT in accordance with Paragraph 13(d);
 - g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except where heat or hot water are generated by an appliance within the exclusive control of the RESIDENT and supplied by a direct utility connection; and
 - h. Notify RESIDENT of the specific grounds for any proposed adverse action by MANAGEMENT.
15. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY: In the event the premises are damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants, the RESIDENT must immediately notify MANAGEMENT of the damage and;
- a. MANAGEMENT shall make repairs within a reasonable time but the cost of said repairs shall be charged to the RESIDENT if the damage was caused by RESIDENT, members of his/her household or guests;
 - b. In circumstances where necessary repairs cannot be made within a reasonable time MANAGEMENT shall offer, if available, standard alternative accommodations. In all cases where MANAGEMENT offers standard alternative accommodations, MANAGEMENT shall treat the offer as an offer of a vacant unit to a new applicant and will only offer the first unit available for rent of any presently available units of the size and type suitable to the family's needs.
 - c. In the event repairs are not made in accordance with a. above or alternative accommodations are not provided in accordance with b. above, abatement of rent shall occur in proportion to the seriousness of the damage and loss in value as a dwelling. NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT REJECTS STANDARD, ALTERNATIVE ACCOMMODATIONS OR IF THE DAMAGE WAS CAUSED BY THE RESIDENT, RESIDENT'S HOUSEHOLD OR GUESTS.
16. PRE-OCCUPANCY AND TERMINATION INSPECTIONS: When RESIDENT moves in, MANAGEMENT and RESIDENT, or his/her representative, shall jointly inspect the dwelling unit and MANAGEMENT shall give RESIDENT a written inventory of the condition of the dwelling unit and the equipment therein. This inventory shall be signed by MANAGEMENT and RESIDENT. When RESIDENT moves out, MANAGEMENT (jointly with RESIDENT and/or his representative, if possible) will inspect the dwelling unit and give RESIDENT a written statement of the charges for damage, if any, for which RESIDENT is responsible. MANAGEMENT will maintain a copy of all inspections performed in the RESIDENT'S file.
17. ENTRY OF PREMISES DURING TENANCY:
- a. RESIDENT agrees that the duly authorized agent, employee, or representative of MANAGEMENT shall be permitted to enter RESIDENT'S dwelling unit, for the purpose of examining its condition or contents or for performing improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to RESIDENT of the date, time and purpose. MANAGEMENT shall give RESIDENT at least 24 hours advance notice in such cases. However, MANAGEMENT shall have the right to enter RESIDENT'S dwelling unit without prior notice to RESIDENT if MANAGEMENT reasonably believes that an emergency exists which requires such entrance. MANAGEMENT must promptly notify RESIDENT in writing of the date, time and purpose of such entry, and of the emergency which necessitated such entry.
 - b. If RESIDENT requests a home call (for any reason) or maintenance requiring entry into the unit, MANAGEMENT or his/her representative may enter without written notification being sent to RESIDENT.
 - c. In the event that RESIDENT and all adult members of the household are absent from the premises at the time of entry, MANAGEMENT shall leave a written statement specifying date, time, and purpose of entry.
 - d. If the RESIDENT is visually impaired, all notices shall be in an accessible format.
18. NOTICE PROCEDURE: Except as provided in Paragraph 17, any notice to the RESIDENT shall:

- a. Be in writing and delivered personally to the RESIDENT or an adult member of the household residing in the dwelling unit; or
- b. Be affixed to the door of the premises and sent by first class mail, properly addressed.

If the RESIDENT is visually impaired, all notices shall be in an accessible format. Notice given pursuant to the Lease shall be deemed to have been given or served at the time the same shall be deposited in the United States mail, postage prepaid in the manner aforesaid, or personally served.

19. TERMINATION OF LEASE:

- a. This lease may be terminated by RESIDENT at any time by giving thirty (30) days' written notice. NOTICE WILL BE DEEMED GIVEN WHEN RESIDENT PERSONALLY DELIVERS SAID WRITTEN NOTICE TO MANAGEMENT'S CENTRAL OFFICE. RESIDENT agrees to move promptly and leave the unit in a clean and good condition (except for reasonable wear and tear), and to return the keys to MANAGEMENT when he/she vacates. Rent may continue until the keys are returned to MANAGEMENT'S office.
- b. This lease shall terminate upon the death of the RESIDENT, or either of them. In the event there is a surviving adult RESIDENT, MANAGEMENT may, if it so elects, enter into a new lease with said surviving RESIDENT. In the event there is no surviving RESIDENT, MANAGEMENT may, if it so elects, enter into a lease with a person who is a member of the household if said person otherwise meets the requirements for occupancy as contained in the Statement of Policy of MANAGEMENT. A live-in aide is not considered a member of the household.
- c. Should the circumstances arise that there is no longer an adult family member in the unit, MANAGEMENT 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.
- d. This Lease may be terminated by MANAGEMENT at any time by giving written notice pursuant to Paragraph 18 and Section 1162 of the Code of Civil Procedure. This Lease shall automatically terminate at, and RESIDENT shall vacate the premises no later than, the time of expiration of the period hereinafter set forth. Such notice terminating said Lease and RESIDENT'S tenancy thereunder, may only be given for reasonable cause, such as, but not limited to, the reasons stated below:
 1. Non-payment of rent. MANAGEMENT shall give fourteen (14) days' written notice of termination for such cause.
 2. Creation or involvement in criminal activity that threatens the health or safety of other persons or MANAGEMENT employees or the right to peaceful enjoyment of the premises of other RESIDENTS. Notice in such cases shall be limited to a reasonable time commensurate with the urgency of the situation, but not less than ten (10) days.
 3. Drug-related criminal activity on or near the premises. Notice shall be given the same as 2., above.
 4. If a RESIDENT is evicted for engaging in criminal activity, including drug-related criminal activity, MANAGEMENT shall notify the local post office servicing the community that the tenant no longer resides at the address so that all mail delivery will stop. RESIDENT will not be allowed to return to public housing property for the pickup of mail.
 5. This Lease and the Tenancy created thereunder, may be terminated by MANAGEMENT for reasonable cause, including but not limited to, (a) the serious or repeated violation of any provision of the Lease; (b) the non-payment of rent and/or any other charge required of RESIDENT under this Lease Agreement or any prior Lease agreement between RESIDENT and MANAGEMENT for the premises described herein or any other premises heretofore Leased by RESIDENT from MANAGEMENT; (c) interference with the rights of other tenants or MANAGEMENT, (d) serious or repeated damage to the Premises; (e) failure to maintain the Premises in good condition including grounds assigned for RESIDENT maintenance; (f) creating physical hazards or creating a nuisance or disturbing the peace of the neighborhood; (g) giving of any false or misleading statements of fact required by MANAGEMENT in connection with RESIDENT'S tenancy or being ineligible for occupancy of low-rent housing. MANAGEMENT shall give thirty (30) days' written notice of such causes.

- e. Notices of termination to the RESIDENT shall state the specific reason or reasons for the termination, shall inform the RESIDENT of his/her right to make a reply and of his/her right to request a hearing in accordance with MANAGEMENT'S Grievance Procedure. RESIDENT shall also be informed of his/her right to examine and copy MANAGEMENT documents that are directly relevant to the termination of the Lease, that any temporal state or local notice requirements will run concurrently with the present notice of termination, that the tenancy shall not terminate until the time for the tenant to request a grievance hearing has expired and, if a grievance hearing is timely requested, until the grievance process has been completed and that the tenant may not be evicted from the unit without court action. When MANAGEMENT is not required to afford RESIDENT the opportunity for a hearing under MANAGEMENT'S Grievance Policy, the notice of termination will :
1. State that the RESIDENT is not entitled to a grievance hearing on the termination;
 2. State that MANAGEMENT will be seeking court action to accomplish the termination and that HUD has determined that this eviction procedure provides the opportunity for a hearing in court with the basic elements of due process as defined by HUD regulations, and
 3. State whether the eviction is for a criminal activity which threatens the health, safety or right to peaceful enjoyment of the premises of other RESIDENTS or of MANAGEMENT employees or that the eviction involves drug-related criminal activity on or near the premises.
 4. In deciding to evict for drug or criminal activity MANAGEMENT shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members or guests, and the effects that the eviction would have on family members not involved in the activity. In appropriate cases, MANAGEMENT may require that family members or guests who engaged in the proscribed activity will not be allowed to be in or to live in the unit. MANAGEMENT may require that a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program or other reasonable prescribed activity as a condition of continued occupancy of the unit.
- f. The failure of MANAGEMENT to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements of this Lease or to exercise any option contained, shall not be considered as a future waiver or relinquishment of said covenants, agreements or options, but the same shall continue and remain in full force and effect. The receipt by MANAGEMENT of rent with the knowledge of the breach of any covenant or condition hereof shall not be deemed a waiver of such breach, and no waiver by MANAGEMENT of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by MANAGEMENT, its representatives or agents.
20. ABANDONMENT OF DWELLING UNIT: In the event RESIDENT is absent from the dwelling unit for fourteen (14) consecutive days while in default of rent, RESIDENT shall, at the option of MANAGEMENT, BE DEEMED TO HAVE ABANDONED THE DWELLING UNIT AND ANY REMAINING PERSONAL PROPERTY OF RESIDENT SHALL BE CONSIDERED ABANDONED AND MAY BE DISPOSED OF BY MANAGEMENT ACCORDING TO STATE LAW. RESIDENT shall be responsible for all costs incurred by MANAGEMENT in such disposal.
21. GRIEVANCE PROCEDURES: All grievances or appeals arising under this Lease shall be processed and resolved according to the Grievance Procedure of MANAGEMENT (attached hereto and incorporated herein by reference) which is in effect at the time such grievance or appeals arise. This procedure is posted in the MANAGEMENT office and attached hereto. All matters concerned by this Lease, including but not limited to rental payments, other charges (except late rent or other late payment fees), or any Lease violations, are subject to these Grievance Procedures, except that RESIDENTS whose tenancy is terminated based upon creation or involvement of a criminal activity that threatens the health or safety of other persons or MANAGEMENT employees, including, but not limited to, the use, possession, manufacture or sale of drugs, criminal or illegal activities, shall not have access to MANAGEMENT'S Grievance Procedure and MANAGEMENT'S determination that such activity exists shall be final and non-reviewable under MANAGEMENT'S Grievance Procedure.

22. CHANGES: This Lease, together with any future adjustments of rent or dwelling unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for above or hereafter. The Schedule of Charges, Conditions of Occupancy and other rules and regulations of MANAGEMENT, and Grievance Procedure may be modified from time to time by MANAGEMENT provided that RESIDENT(S) shall be given thirty (30) days' written notice of such change including the reasons thereof, and further be given an opportunity to present written comments for consideration by MANAGEMENT. Notice advising of proposed changes, as hereinabove required, shall be deemed given when MANAGEMENT delivers directly or mails a notice to each RESIDENT as well as posts said notice in a conspicuous place in MANAGEMENT'S office.
23. ATTORNEY FEES: In the event of a lawsuit to enforce any provision of this lease, the prevailing party shall be awarded reasonable attorney's fees and cost of suit.
24. SERVICE COST OF 14-DAY, 30-DAY AND OTHER NOTICES: The costs of any service of notice upon the RESIDENT SHALL be charged to the RESIDENTS ACCOUNT AND WILL BE DUE AND PAYABLE WITHIN TWO WEEKS AFTER RESIDENT IS GIVEN WRITTEN NOTICE OF SUCH CHARGE.
25. ACCOMMODATION OF PERSONS WITH DISABILITIES: MANAGEMENT shall provide reasonable accommodation to the extent necessary to provide the person with disabilities with the opportunity to occupy his/her unit equal to a non-handicapped RESIDENT. RESIDENT may at any time during his/her tenancy request reasonable accommodation for a person with disabilities who is a member of the RESIDENT'S household, including reasonable accommodation so that the person with disabilities can meet lease and other requirements of tenancy. THIS PARAGRAPH SHALL CONSTITUTE NOTICE, AS REQUIRED UNDER CFR sec.966.7(b).

CONDITIONS OF OCCUPANCY

- A. RESIDENT agrees to maintain fully the premises including but not limited to dwelling, fixtures, sidewalks, lawns, shrubbery and grounds (front, sides and rear of dwelling) assigned to him or her in a clean and sanitary condition under terms of this Agreement and to report immediately to MANAGEMENT any accident, injury, damage, loss or need of service or repairs of water or gas pipes, electric wiring, drains, toilets, fixtures, or any other property or equipment covered under this Lease, including all breakage, damage, or loss of any kind such as damage from overflow of water from sinks, bathroom, toilets or other basins. RESIDENT agrees to purchase and maintain renters insurance that would cover any damage to or loss of RESIDENT'S carpets or other floor covering resulting from such 'overflow' water damage as a precondition for MANAGEMENT'S written permission to allow RESIDENT to install such floor covering. It is further understood and agreed that MANAGEMENT shall not be liable in any way for any floor covering damage resulting from water overflow when RESIDENT has failed to obtain written MANAGEMENT permission to install such floor covering and or maintain such insurance coverage. RESIDENT may be required by MANAGEMENT to remove such floor covering and pay for any damage resulting to the unit for RESIDENT'S failure to comply with this provision.
- B. RESIDENT agrees to deliver and place all garbage and trash in proper containers at designated locations. RESIDENT further agrees where applicable that he will dispose of rubbish, garbage and waste in the manner prescribed by MANAGEMENT.
- C. RESIDENT shall make no alterations or additions such as installing aeriels or their guy wires, fences, shades, awnings or window guards, etc. to the premises. If any repairs or adjustments are necessary, the RESIDENT shall notify MANAGEMENT and shall make no repairs or adjustments or affix anything to the dwelling structure inside or out without the express written consent from MANAGEMENT, EXCEPT AS NOTED IN managements Schedule of Maintenance and Repair Charges. In the event said permission is obtained and said alterations or additions are approved, they shall be considered permanently affixed to the property and shall remain on and in, and be surrendered with the said leased premises at the termination of this Lease unless otherwise provided in writing by MANAGEMENT.
- D. RESIDENT agrees to refrain from driving, repairing, or parking any vehicles on the lawn or sidewalks and to refrain from parking trucks, trailers, or non-operating vehicles on the lawn, driveway or other areas of use provided under provisions of the Lease and will only park in his/her designated parking space/s if provided. Vehicles left in a non-operating condition for more than 72 consecutive hours without written permission of MANAGEMENT shall be deemed abandoned or inoperable and MANAGEMENT may have them removed at the expense of the owner. Vehicles left in a condition that is considered DANGEROUS by MANAGEMENT (wrecked, on blocks etc.) will be towed with no advance warning. RESIDENT will be billed for all charges incurred by MANAGEMENT as a result of

any towing of RESIDENT'S vehicle OR ONE BELONGING TO HIS/HER FAMILY OR GUEST'S that are mechanically inoperable or not licensed for street operation or not moved for long periods of time.

- E. RESIDENT agrees that no B-B guns, slingshots, firearms or any other propellent device shall be used on the premises.
- F. RESIDENT agrees that he will not make or cause to be made or permit any disturbance or unreasonably loud noises in or on the premises.
- G. RESIDENT agrees to refrain from waste or excessive use of water, gas, electricity or other fuel or utility service and that all MANAGEMENT provided utilities are for the exclusive use of resident and his/her household.
- H. RESIDENT agrees to refrain from permitting his or her children from playing on roofs, in public halls and stairways, parking spaces, trees, shrubbery, elevators and any other areas not designated for such purpose. RESIDENT will supervise his/her children or children of his/her guests at all times and may be required by MANAGEMENT to provide constant, adult supervision while the children are outside playing.
- I. RESIDENT agrees to refrain from using plumbing or electrical equipment for any purposes other than those for which they were constructed or installed.
- J. All personal property left on the premises upon termination of lease and all personal property removed from the premises by MANAGEMENT at the time of physical eviction of the RESIDENT for any cause whatsoever shall be deemed to be abandoned by the RESIDENT in the event it has not been claimed within thirty (30) days after physical eviction and may be disposed of by MANAGEMENT pursuant to Section 1988 of the Civil Code of the State of California. In the event of the RESIDENT'S death (Paragraph 19(b) of Lease Agreement) MANAGEMENT may store or cause to be stored said property that has been left on the premises. All property stored by MANAGEMENT shall be subject to and will only be released to RESIDENT after his/her payment of reasonable storage fees as allowed by law.
- K. RESIDENT agrees to take every care to prevent fires, not to keep gasoline, solvents or other flammable materials or substances in the dwelling unit, not to allow children to play with matches, not to leave food cooking unattended on the stove or in the oven, and to turn-off all appliances while he/she may be absent from the unit for any period of time.

I/WE, THE RESIDENT(S) WHOSE SIGNATURE(S) APPEAR(S) IMMEDIATELY BELOW, HAVE READ AND DO 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 MANAGEMENT REPRESENTATIVE, 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 AUTOMATIC RENEWAL FOR SUCCESSIVE TERMS OF ONE CALENDAR MONTH EACH, UNLESS TERMINATED BY THIRTY(30) DAYS' PRIOR WRITTEN NOTICE BY RESIDENT, OR THIRTY(30) DAYS' PRIOR WRITTEN NOTICE BY MANAGEMENT (OR AS OTHERWISE STATED HEREIN).

TENANT ACKNOWLEDGES THE FOLLOWING EQUIPMENT IS LOCATED IN THE UNIT AND IS PROPERTY OF THE HOUSING AUTHORITY:

RANGE SERIAL NUMBER.....:DA83695

REFRIGERATOR SERIAL NUMBER.:AG790864

Executed in the County of MERCED, California.

HOUSING AUTHORITY OF THE COUNTY OF MERCED

RESIDENT(S)

By Jessie Shantou
HPS II

X

Title

Lease Amendment Effective
7/1/99

(Paragraph 9 of Lease)

Residents whose welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their public housing rent reduced based on a benefit reduction.

Public Housing may deny request for a rent reduction only after obtaining written verification from the welfare agency that the family's benefits now been reduced because of noncompliance with economic self-sufficiency program or work activities requirements or because of fraud.

Resident shall have a right to an explanation as to any denial. If the Resident does not agree with the explanation, the Resident shall have the right to request a hearing under Management's Grievance Procedure.

I HAVE READ AND UNDERSTAND AND AGREE TO THE ABOVE AND ITS INCLUSIONS IN THE LEASE DOCUMENT, WHICH I HAVE ALSO SIGNED.

SIGNATURE

[Handwritten Signature]

PHA REPRESENTATIVE

DATE

4-25-99

DATE

LEASE AMENDMENT EFFECTIVE 12/1/96

(PARAGRAPH 13 OF LEASE)

SECTION K: RESIDENT agrees to assure that RESIDENT, any member of the household, guest/s or any other person under RESIDENT'S control shall not engage in any criminal or drug-related criminal activity on or off the premises that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees or agents of MANAGEMENT. Drug related criminal activity includes the illegal manufacture, sale distribution, use or possession or possession with intent to manufacture, sell, or distribute or use of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)

SECTION O: Resident and any member of household shall refrain from alcohol abuse that the Housing Authority determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

underlining indicates change

I HAVE READ AND UNDERSTAND THE ABOVE AND ITS INCLUSIONS IN THE LEASE DOCUMENT, WHICH I HAVE ALSO SIGNED.

SIGNATURE

DATE

Leslie Hunter
PHA REPRESENTATIVE

4-25-04
DATE

ADDENDUM TO LEASE
SMOKE DETECTOR AGREEMENT

This agreement is entered into this 25th day of April, 2020

by and between Housing Authority of the County of Merced, "Management," and PATRICIA
"Resident." ADONIS-11-11-2020

In consideration of their mutual promises, Management and Resident agree as follows:

1. Resident is renting from Management the premises located at:
1523 VINE CIRCLE, ATWATER, California.
2. This agreement is an addendum and part of the Lease Agreement between Management and Resident.
3. The premises are equipped with a smoke detection device.
4. The Resident acknowledges the smoke detector was tested and its operation explained by Management in the presence of the Resident at the time of initial occupancy (or annual inspection), and the smoke detector in the unit was working properly at that time.
5. The Resident is responsible and shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector is operating properly. The Resident acknowledges that the smoke detector's testing procedure was explained to him/her by Management on the date as set forth above.
6. Initial in box only if smoke detector is battery operated.

By initialing as provided, Resident acknowledges that he/she understands that said smoke detector and alarm is a battery-operated unit, and it shall be his/her responsibility to:

- a. Ensure that the battery is in operating condition at all times.
 - b. Replace the battery as needed.
 - c. If, after replacing the battery, the smoke detector does not work, Resident agrees to inform Management or authorized agent immediately in writing so that Management can take appropriate action.
7. Resident(s) must inform Management immediately, in writing, of any defect, malfunction or failure of any detector.

If you have any questions about the above information or would like any additional information about the Smoke Detector Agreement or the operation, maintenance or testing of the smoke detector in your unit, please contact your area office in writing. Additional assistance is available to you that will help you maintain a safe unit.

In consideration of my occupancy of the premises described above, I/we agree to comply with this Smoke Detector Agreement. I/we have read and do understand the above.

Resident

Resident

<p>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT FINAL STATEMENT Fidelity National Title Company of California</p>	<p style="text-align: right;">OMB No. 2502-0265</p> <p>B. TYPE OF LOAN 1. [] FHA 2. [] FmHA 3. [X] Conv. Unins 4. [] VA 5. [] Conv. Ins</p> <p>6. ESCROW NUMBER: 7. LOAN NUMBER: 06-196697-RM 5240607898</p> <p>8. MORTGAGE INSURANCE CASE NUMBER:</p>
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NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING: THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.

<p>D. NAME & ADDRESS OF BORROWER: Patrocinio Arambula 1522 Vine Circle Atwater, CA 95301</p>	<p>E. NAME & ADDRESS OF SELLER: Housing Authority of the County of Merced 405 U Street Merced, CA 95340</p>	<p>F. NAME & ADDRESS OF LENDER: First NLC Financial Services, LLC 1850 Gateway Blvd. Ste 950 Concord, CA 94520</p>
<p>G. PROPERTY LOCATION: 1522 Vine Circle Atwater, California 95301</p>	<p>H. SETTLEMENT AGENT: Fidelity National Title Company of California</p> <p>PLACE OF SETTLEMENT: 3305 G Street Merced, CA 95340</p>	<p>I. SETTLEMENT DATE: December 22, 2006</p>

J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract Sales Price	270,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	5,981.75	403.	
104.		404.	
105.		405.	
Adjustments: Items Paid by Seller in Advance		Adjustments: Items Paid by Seller in Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER	275,981.75	420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money	5,996.41	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	85,300.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. 2nd New Loan	184,692.00	504.	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	275,988.41	520. Total Reductions in Amount Due Seller	
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	275,981.75	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	275,988.41	602. Less reduction in amount due seller (line 520)	
303. CASH (FROM) (XX TO) BORROWER	6.66	603. CASH (TO) (FROM) SELLER	

I certify that this is a true and exact copy of the original of this document.
 By _____
 Fidelity National Title Ins. Co.

L. SETTLEMENT CHARGES		Escrow: 06-196697-RM Locate: CAFNT0924-0924-0001-0000196697	
700. TOTAL SALES/BROKER'S COMMISSION = \$0.00		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
701.			
702.			
703. Commission paid at Settlement			
704.			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee			
802. Loan Discount			
803. Appraisal Fee to Appraisals Express		350.00	
804. Credit Report			
805. Lender's Inspection Fee			
806. Mortgage Insurance Application Fee			
807. Funding Fee to First NLC Financial Services, LLC		8.50	
808. Tax Service Fee to First NLC Financial Services, LLC		65.00	
809. Document Preparation Fee to First NLC Financial Services, LLC		285.00	
810. Flood Certification Fee to First NLC Financial Services, LLC		10.50	
811. Administration Fee to First NLC Financial Services, LLC		595.00	
812. Document Delivery Fee to First NLC Financial Services, LLC		24.50	
813. Broker Fee to Hilltop Lending Corporation		853.08	
814. Broker Processing/Underwriting/Admin to Hilltop Lending Corporation		275.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest @ \$16.21 per day fr 12/21/2006 to 1/1/2007 to First NLC Financial Services, LLC		178.28	
902. Mortgage insurance Premium			
903. Hazard Insurance Premium			
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard Insurance months @ \$ per month			
1002. Mortgage Insurance months @ \$ per month			
1003. City property taxes months @ \$ per month			
1004. County property taxes months @ \$ per month			
1005. Annual assessments months @ \$ per month			
1006.			
1007.			
1008.			
1100. ESCROW AND TITLE CHARGES			
1101. Settlement or Closing Fee to Fidelity National Title		576.00	
1102. Abstract or title search			
1103. Title examination			
1104. Title insurance binder			
1105. Document preparation Email to Fidelity National Title		50.00	
1106. Notary fees		70.00	
1107. Endorsement Fee(s)		25.00	
1108. Title insurance Fidelity National Title Insurance Company		1,356.50	
1109. Lender's coverage - 06-ALTA Loan w/Form 1 - 1992 for \$85,300.00; \$255.00			
1110. Owner's coverage - 01-O-CLTA Standard - 1990 for \$270,000.00; \$1,101.50			
1111. Overnight Delivery Fee		4.60	
1112. 01-L-CLTA Standard - 1990 for \$184,692.00		75.00	
1113.			
1114.			
1115.			
1116.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording Fees: Deed \$17.00 Mortgage \$88.00 Release \$0.00		105.00	
1202. City/county tax/stamps: \$297.00 Mortgage \$		297.00	
1203. State tax/stamps: Deed \$ Mortgage \$			
1204.			
1205.			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey			
1302. Pest inspection			
1303. Estimated hazard insurance to Joe F. Sapien		777.79	
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)		5,981.75	

ATTACHMENT TO RESPA

BUYER

SELLER

LENDERS

Housing Authority of the County of Merced
1522 Vine Circle
Atwater, CA 95301

PROPERTIES

DEPOSITS TO ESCROW

Patrocinio Arambula	4,500.00
Patrocinio Arambula	270.00
Patrocinio Arambula	1,226.41
Subtotal	5,996.41



Fidelity National Title Company
OF CALIFORNIA

3305 G Street, Merced, CA 95340
209.722-4151 • FAX 209 384-0458

SALE ESCROW INSTRUCTIONS

Date: December 19, 2006
Escrow No.: 06-196697-RM
Locate No.: CAFNT0924-0924-0001-0000196697
Escrow Officer: Robin McCall

Buyer will execute and deliver a new First Conventional/Institutional Deed of Trust in the amount of	\$	85,300.00
Buyer will execute and deliver a new Second Seller Carry Back Deed of Trust in the amount of	\$	184,692.00
TOTAL CONSIDERATION.....	\$	270,000.00

AND, on or before **December 29, 2006**, Escrow Holder will be handed additional funds and/or instruments required to enable Escrow Holder to comply with these instructions, which Escrow Holder is instructed to use when in a position to procure/issue a **CLTA Standard Coverage Policy - 1990** coverage form Policy of Title Insurance from **Fidelity National Title Insurance Company** with a liability of **\$270,000.00**, covering the following described property located in the City of **Atwater**, County of **Merced**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE:
1522 Vine Circle, Atwater, CA 95301

SHOWING TITLE VESTED IN:
Patrocinio Arambula, an unmarried woman

FREE FROM ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;
5. A First Deed of Trust, to record, securing a note in the amount of \$85,300.00 in favor of First NLC Financial Services, LLC.
6. A Second Deed of Trust, to record, securing a note in the amount of \$184,692.00 in favor of Housing Authority of the County of Merced.

PRORATIONS:

CONSUMMATION of this escrow IS CONTINGENT UPON THE FOLLOWING:

1. **NEW LOAN:** Buyer obtaining and property qualifying for a new conventional First trust deed loan securing a note in the amount of \$85,300.00 in favor of First NLC Financial Services, LLC. Said loan to be at the best prevailing rate and terms.

Buyer's signature on lender's documents shall be deemed their approval and acceptance of the terms and conditions of said new loan and Escrow Holder's authorization to comply with lender's requirements.

Buyer agrees to provide new hazard insurance policy acceptable to lender and to pay premium for same at the close of escrow.

2. **NEW LOAN:** Buyer to execute a new Second Trust Deed and Note, to record on your usual form, dated during escrow, in the amount of \$184,692.00, in favor of Housing Authority of the County of Merced, OR ORDER, payable at the place as designated by holder hereof, at the rate of % per annum, at which time the remaining unpaid principal balance and interest accrued thereon shall be immediately due and payable. Escrow Holder is authorized and instructed to endorse said Note with the date interest is to accrue, insert the appropriate payment dates and the maturity date on the face of the Note, over and above the signatures of the Buyer, at close of escrow without further approval from the parties herein.

Escrow Holder is relieved of any and all liability and/or responsibility with respect to the terms and conditions of said Note and Deed of Trust including, but not limited to, the validity, sufficiency, enforceability, and/or collectability of

same. The undersigned hereby acknowledge they have been advised by Escrow Holder to seek their own independent counsel as to all matters concerning the recital(s), if any, contained therein.

The parties hereto recognize and acknowledge that the comprehensive National Energy Policy Act of 1992, effective January 1, 1992, provides in part that in the event this transaction involves a seller-financed residential sale and if either Buyer or Seller, or both, claim a deduction for qualified residential interest, or if any person receives or accrues interest from seller-provided financing, such person (both payor and payee) shall include on his or her tax return the name, address, and taxpayer identification number of the person to whom (from whom) the interest is paid (or received). Exchange of tax identification numbers between Buyer and Seller shall be made by the parties.

ADDITIONAL INSTRUCTIONS:

1. TITLE AND VESTING:

- A.** Within the time specified in TIME PERIODS/DISAPPROVAL RIGHTS/REMOVAL OF CONTINGENCIES/CANCELLATION OF RIGHTS-A of the original Real Estate Purchase Agreement (and Receipt for Deposit), Buyer shall be provided a current preliminary report (which is only an offer by the title insurer to issue a policy of title insurance, and may not contain every item affecting title). Buyer shall, within the time specified in TIME PERIODS/DISAPPROVAL RIGHTS/REMOVAL OF CONTINGENCIES/CANCELLATION OF RIGHTS-A(2) of the original Real Estate Purchase Agreement (and Receipt for Deposit), provide written notice to Seller of any items reasonably disapproved.
- B.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's interest), including oil, mineral, and water rights, if currently owned by Seller. Title shall be subject to all encumbrances, easements, covenants, conditions, restrictions, rights, and other matters which are of record or disclosed to Buyer prior to Close Of Escrow, unless disapproved in writing by Buyer within the time specified in TIME PERIODS/DISAPPROVAL RIGHTS/REMOVAL OF CONTINGENCIES/CANCELLATION OF RIGHTS-A(2) of the original Real Estate Purchase Agreement (and Receipt for Deposit). However, title shall not be subject to any liens against the Property, except for those specified in the Agreement. Buyer shall receive an ALTA-R owner's title insurance policy, if reasonably available. If not, Buyer shall receive a standard coverage owner's policy (e.g. CLTA or ALTA with regional exceptions). Title shall vest as designated in Buyer's escrow instructions. The title company, at Buyer's request, can provide information about availability, desirability, coverage, and cost of various title insurance coverages. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES.

2. CONDITION OF PROPERTY:

- A.** EXCEPT AS SPECIFIED IN THIS AGREEMENT, Property is sold "AS IS," WITHOUT WARRANTY, in its PRESENT physical condition.

3. "AS IS" CONDITION: The buyer herein is purchasing subject property in its present physical condition and without any other representation by seller, broker or Escrow Holder.

4. FSBO

You have entered into this transaction without engaging the services of a real estate broker or an attorney to assist you. This means that it will be your sole responsibility to make sure that you comply with all legal rules that govern the transfer of real estate. In addition, you should know that once you sign legally binding documents, such as escrow instructions, the property could be tied up in legal action.

You must understand and acknowledge that we are the escrow holder only in this transaction. An escrow holder is not a substitute for an attorney or a real estate broker. As the escrow holder, we are not able to provide you with any advice to help you comply with legal rules that govern the transfer of real estate. If you have any questions concerning the legal rules, or do not know what they are, we urge you to seek the advice of an attorney and a real estate broker.

5. GOOD FUNDS-DISBURSE WHEN AVAILABLE: Buyer and Seller authorize and instruct Fidelity National Title Company of California to record all documents required in this escrow when all the conditions of this escrow have been met and upon receipt and deposit of all funds necessary to consummate this transaction in the form of a cashier's check, teller's check or certified check regardless of whether the funds are available for disbursement in accordance with California Insurance Code 12413.1. Immediately upon availability of the deposited instrument, Fidelity National Title Company of California is instructed to disburse all funds in accordance with these instructions and/or the attached estimated closing statement.

6. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. **This Agreement may not be extended, amended, modified, altered, or changed, except in writing signed by Buyer and Seller.**

GENERAL INSTRUCTIONS:

1. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.

2. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 and 1/3 percent of the sales price in the case of a disposition of California real property interest by either:
 - a. A Seller who is an individual or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the Seller; OR
 - b. A Corporate Seller that has no permanent place of business in California.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

- c. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000); OR
- d. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California; OR
- e. The Seller, who is an individual, executes a written certificate, under the penalty of perjury certifying:
 - i. That the California real property being conveyed is the Seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. That the California real property being conveyed is or will be exchanged for property of the like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
 - iii. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible under Section 1033 of the Internal Revenue Code.
 - iv. That the California real property transaction will result in a loss for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant a reduced withholding and waivers from withholding on a case-by-case basis for corporations and other entities.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

3. Checks to be issued at Close of Escrow: I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware the Fidelity National Title Company of California will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.

In addition, in the event there are liens to be paid on the undersigned's behalf, we hereby also acknowledge that I/we will not use the pay-by-phone electronic system to pay/collect the funds as Fidelity National Title Company of California will not honor such payments. The parties herein agree to be responsible for any stop payment and reissue charges and/or losses that may be incurred in connection with any and all electronic debits to Fidelity National Title Company of California's Trust Accounts.

4. Buyer acknowledges deposit of balance of funds to close escrow to be in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company of California pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof.
5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express and/or special mail handling/courier fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

6. You are instructed to debit Seller's account and pay Seller's usual costs and charges including but not limited to Seller's portion of the escrow fee, ALTA Homeowner's Policy of Title Insurance, document preparation, documentary transfer tax, and recording of reconveyance(s), if any. In the event the Buyer's new loan is a FHA or VA loan, charges shall be debited to the Seller in accordance with FHA and VA regulations.
7. You are instructed to debit Buyer's account and pay Buyer's usual costs and charges including but not limited to Buyer's portion of the escrow fee, document preparation, recording of deed(s) of trust, if any, ALTA Policy of Title Insurance, if any, and new loan charges as instructed by lender, if any. In the event the new loan is a FHA or VA loan, charges shall be debited to the Buyer in accordance with FHA and VA regulations.

THE FOREGOING INSTRUCTIONS AND THOSE "GENERAL PROVISIONS" ATTACHED HERETO AND MADE A PART HEREOF ARE APPROVED AND ACCEPTED IN THEIR ENTIRETY AS FULLY SET OUT IN THIS PARAGRAPH. EACH OF THE UNDERSIGNED BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS TO LENDER AND/OR BROKER INVOLVED.

BUYER'S SIGNATURE:

Patrocinio Arambula

MAILING ADDRESS: _____

FORWARDING ADDRESS: _____

I/WE HAVE RECEIVED A COPY OF THESE INSTRUCTIONS.

SELLER'S SIGNATURE:

Housing Authority of the County of Merced

By: _____
Rennise Ferrario, Interim Executive Director

MAILING ADDRESS: _____

FORWARDING ADDRESS: _____

END OF INSTRUCTIONS.

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Notice of Opportunity to Open Interest Bearing Account", which has been provided to you. If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of Fidelity National Title Company of California. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this escrow. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH MAILING, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due Fidelity National Title Company of California, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by regular mail, and receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned are to be mailed to the address shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Fidelity National Title Company of California as set forth herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

Buyer and Seller herein represent and warrant that they will seek and obtain independent legal advice and counsel relative to their obligations under the "Foreign Investors In Real Property Act", and any other applicable federal and/or state laws regarding same, and will take all steps necessary in order to comply with such requirements and hereby hold you harmless relative to their compliance therewith.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company of California has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by

principals outside of escrow. Fidelity National Title Company of California is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. Each party shall make every effort to provide to the other party and to Escrow Holder, within 72 hours after transmission, duplicate original documents or instructions bearing the original signatures. Each party further acknowledges and agrees that documents with non-original signatures may not be accepted for recording by the County Recorder, therefore no closing or recording may take place without the submission of the original documents.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company of California serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company of California conducts escrow business under a Certificate of Authority No. 2521-3 issued by the California Department of Insurance.

Patrocinio Arambula

Housing Authority of the County of Merced

By: _____
Rennise Ferrario, Interim Executive Director

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Fidelity National Title Group, Inc.
Privacy Compliance Officer
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Escrow No.: 06-196697-RM
Locate No.: CAFNT0924-0924-0001-0000196697
Title No.: 06-196697-RB

EXHIBIT "A"

OWNER/TRANSFEROR STATES THAT PROPERTY ADDRESS IS:
1522 Vine Circle
Atwater, CA 95301

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ATWATER, COUNTY OF MERCED, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 42, according to "Map of WOODHAVEN," recorded February 9, 1989, in the Office of the County Recorder of Merced County, California, in Vol. 35 of Official Maps, at pages 7, 8 and 9, Merced County Records.

APN 001 220 049