



AGENDA
HYBRID BOARD MEETING FOR
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
BOARD OF COMMISSIONERS

DATE: MONDAY, APRIL 24, 2023

TIME: 5:00 P.M.

LINK/PHONE: https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekxDdz09

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)
Meeting ID: 350 189 1938
Passcode: 438419

PLACE: Housing Authority of the County of Monterey
Central Office
123 Rico Street
Salinas, CA 93907

1. CALL TO ORDER (Pledge of Allegiance)

Table with 4 columns: Item, PRESENT, ABSENT, ONLINE. Rows include Chair Jon Wizard, Vice Chair Hans Buder, and several Commissioners.

3. COMMENTS FROM THE PUBLIC

4. PRESENTATION

- A. Service Award - Hope Rangel, 5 years
B. Service Award - Ricardo Calderon, 30 years

5. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

- A. Minutes - Approval of Minutes of the Regular Board Meeting held on February 27, 2023.

6. REPORTS OF COMMITTEES

Personnel Committee
Finance/Development Committee
Monterey County Housing, Inc. &
Affordable Acquisitions

Commissioner Ballesteros, Chairperson
Commissioners Gama, Chairperson
Commissioner Wizard, Representative

7. REPORT OF SECRETARY

A. Executive Report

8. OLD BUSINESS

A. Resolution 3084: PHA Annual Plan FYB July 2023

9. NEW BUSINESS

- A. Resolution 3085: Resolution for Removal of Waiting List Preferences for HCV
- B. Resolution 3086: Resolution for Addition of Waiting List Preferences for HCV
- C. Resolution 3087: Project Based Vouchers Policy Regarding Training, Environmental Review, and Subsidy Layering
- D. Resolution 3088: Approval of \$150,000 Payment to MCHI

10. INFORMATION

- A. Human Resource Report
- B. Finance Report
- C. Property Management Report
- D. Development Report
- E. Housing Programs Report

11. CLOSED SESSION

A. Government Code section 54956.9(d)(2): Litigation

12. COMMISSIONER COMMENTS

13. ADJOURNMENT

 This agenda was posted on the Housing Authority’s Bulletin Boards at 123 Rico Street, Salinas, CA.
 The Board of Commissioners will next meet at the **Regular Board Meeting** on **May 24, 2023, at 5:00 p.m.**

THE PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag of the United States of America

And to the Republic for which it stands

One nation, under God

Indivisible with liberty and justice for all





COMMENTS FROM THE PUBLIC



CERTIFICATE OF SERVICE

AWARDED TO:

Hope Rangel

For 5 years of loyal service as
an employee of the Housing Authority
of the County of Monterey

Zulieka Boykin

Zulieka Boykin
Executive Director/CEO



CERTIFICATE OF SERVICE

AWARDED TO:

Ricardo Calderon

For **30** years of loyal service as
an employee of the Housing Authority
of the County of Monterey

Zulieka Boykin

Zulieka Boykin
Executive Director/CEO





ACTION
 MINUTES OF THE REGULAR BOARD MEETING OF
 THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
 HELD FEBRUARY 27, 2023

SUMMARY ACTION MINUTES

Based on guidance provided by Centers for Disease Control Prevention, Monterey County Public Health officials and Governor Newsom's Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.

1. CALL TO ORDER/ROLL CALL (Pledge of Allegiance)

CALL TO ORDER:

Vice-Chair Buder called the meeting to order at 5:00 p.m.

2. ROLL CALL:

Present:

Vice Chair Hans Buder
 Commissioner Kevin Healy
 Commissioner Kathleen Ballesteros
 Commissioner Viviana Gama
 Commissioner Francine Goodwin

Absent:

Chairperson Jon Wizard

Also present: Zulieka Boykin, Executive Director; Maria Madera, Housing Programs Director; Jose Acosta, Director of Property Management; Carolina Sahagun-Gomez, Director of Development; James Maynard-Cabrera, Interim Director of Human Resources; Kim Shehorn, Interim Director of Finance. Recorder: Gabriela Rivero

3. COMMENTS FROM THE PUBLIC

John Rose, Executive Director of MCHI

Mr. Rose references a memo from Ms. Boykin to the board, dated February 13th. The memo pertains to MCHI AA's billing of \$65,000-plus for Parkside vacancy losses, which was not paid because it was not part of the partnership agreement. Mr. Rose points out that this issue is not related to the partnership agreement, but rather a developer agreement. He also mentions possessing emails from Mrs. Gomez that authorized the agreement and stated it would be part of the construction budget. Mr. Rose expresses his

expectation that HDC honors the historical agreement to offset relocation expenses for building Parkside One. He states that he needs an answer to relay to his board before their meeting on March 8th, and that if an answer is not provided, his only option is to file a lean.

Irene Banuelos, HACM Employee

Mrs. Banuelos, who was wrongfully terminated from the Finance department, has contacted Kim Shehorn, the interim Finance Director, and James Canberra, the interim HR Director, on February 9th and 11th, 2023 respectively, requesting to be reinstated to her specific duties in compliance with her arbitration award dated August 24th, 2022. Mrs. Banuelos also requests compliance with the same arbitration award from the board.

4. **PRESENTATION** – Diana Ruiz, 25 Years of Service
The Board collectively thanked Diana for her services.

5. **CONSENT AGENDA**

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

- A. Minutes - Approval of Minutes of the Regular Board Meeting held on January 18, 2023.

No request to pull items from the Consent Agenda. Upon motion by Commissioner Ballesteros, seconded by Commissioner Gama, the Board approves the item listed in the Consent Agenda. Motion carried with the following roll call vote:

AYES: Buder, Healy, Ballesteros, Gama, Goodwin

NOES: None

ABSENT: Wizard

6. **REPORTS OF COMMITTEES**

Personnel Committee: Commissioner Ballesteros reported all items listed in the agenda.

Finance/Development Committee: Commissioner Gama reported all items listed in the agenda.

Monterey County Housing, Inc & Affordable Acquisitions: Ms. Boykin reported that she had several meetings, including one with John Rose and Nancy, as well as a separate meeting with Mrs. Warren, to discuss the MOU and resolve various matters between the organizations. Additionally, a follow-up meeting has been scheduled for this Wednesday at 2:00 p.m. to continue the discussion.

7. REPORT OF SECRETARY

A. Executive Report – Presented by Executive Director, Zulieka Boykin

The coalition of homeless service providers has been actively working to overcome barriers to high utilization of services, particularly in reference to the EHV program. They have had several meetings to increase referrals and establish responsibilities with partner agencies for processing vouchers. Additionally, discussions have been held about collaborating on other services, such as PDM property to Grant. The San Francisco HUD field office meeting and PBV training for staff took place from February 13th to 16th, with discussions on violation waivers and additional training for the HCV department. Waivers for the 120% and interim increases were approved until December 31st, 2023, to support utilization and voucher program success. The coalition has also been working with the city of Salinas on a development project for Division Street, focusing on pre-development costs and funding sources. They are awaiting approval from the board and the Teamsters' cooperation. Discussions and negotiations with the union, procurement department, and department heads have also taken place to address program goals, spending, and efficiency improvements. Working on implementing Yardi training and reducing unnecessary units in the system for cost savings. They have also been addressing a HELP loan of \$506,000 tied to Greenfield property and are waiting for a repayment agreement. Additionally, they are working on resolving outstanding audit issues with Chase Bank for a \$1.5 million draw.

8. NEW BUSINESS

A. Request for HACM to be a Temporary Relocation Site in Case of an Emergency/Disaster for Family Child Care

Application for Use of Facility as Temporary Emergency Shelter for a Local Daycare in Case of Emergency or Disaster denied by the Board.

B. Resolution 3082 – Resolution to Open an HCV Bank Account

Upon motion by Commissioner Goodwin, seconded by Commissioner Buder, the board approves Resolution 3082 - Resolution to Open an HCV Bank Account. Motion carried with the following roll call vote:

AYES: Buder, Healy, Ballesteros, Gama, Goodwin

NOES: None

ABSENT: Wizard

9. DISCUSSION

A. In Person Meetings

With the lifting of the state of emergency by the governor on February 28th, this will be the last totally remote meeting. According to AB 361 and AB 2449, a hybrid meeting can now be held, allowing some participants to be in person at the office while others join remotely if they meet certain conditions. Depending on the reason for remote participation, specific conditions may need to be met, such as posting an agenda at home and allowing public attendance. Committee meetings also fall under this

category, with a requirement of 4 commissioners to be present in person for a quorum. The decision to hold hybrid meetings and rotate attendance is at the discretion of the board.

10. INFORMATION

A. Schedule for PHA Annual Plan FYB July 2023 – Informational Only

Lucila has been diligently working on this project, and she has nearly completed the plan. We are filing this draft according to the guidelines to ensure that it meets all the requirements. We are preparing to present it to the board on March 27th and finalize it by April 14th. As part of the process, residents are invited to provide public comments and questions at HACM, and Lucila will document all of it for our records in case it's needed. Additionally, she will share the plan with county representatives who will review and provide feedback before the final submission is given to the board of commissioners.

B. Human Resource Report – Presented by James Maynard-Cabrera, Interim Director of Human Resources

This month, the agency has developments in its recruitment efforts. Current vacancies include the Director of Finance, Director of HR, and Resident Caretaker for the Leo Myers property. Additionally, positions opened for Housing Program Specialist, Family Sufficiency and Asset Manager. Recently, we filled the Director of Housing Management position and congratulations to Jose, who is now our permanent Director of Housing Management. The agency is actively working on solidifying a candidate for the Director of Finance position. Currently, there are approximately four candidates in the pipeline, and we are continuing our efforts with the Robert Half Agency. However, some of the candidates who applied in January are not meeting the qualifications or are seeking a permanent remote position. On the employee development side, the agency had a successful meeting with the union on February 10th to discuss upcoming changes within our organization. One of the key takeaways from the meeting was the importance of communication and training. To address this, we are developing monthly newsletters highlighting changes to improve communication. The agency is also focusing on maximizing the use of the Yardi and Aspire system to provide department-specific trainings. Additionally, the agency is planning to conduct operational training workshops throughout the year to help departments navigate their roles more effectively. Lastly, the agency is working on developing an employee handbook that consolidates all HACM policies, rather than having multiple PDFs and Word documents spread out. The handbook will also include the recent changes in FLSA and California's labor policies.

C. Finance Report – Presented by Kim Shehorn, Interim Director of Finance

The agency is collaborating with BDO on the VMS process, with Giovanna leading the efforts for HCV in finance. Additionally, Finance will be teaming up with Carolina from HDC to calculate the development fees for Tynan. In addition to these tasks, the agency has finalized the 2020 audit and is now waiting for the adjusting entries to be completed before commencing the 2021 audit. This time, open items will be assigned to all staff to ensure timely completion and aim to have it completed

within a couple of weeks. Furthermore, the tax returns for the 2022 limited partnerships are expected to be completed and sent out by next week. Additionally, the agency has completed the two-year budget for King City, which was submitted yesterday. The agency is pending approval and, once received, it will be presented to the board along with the resolution.

D. Property Management Report – Presented by Jose Acosta, Director of Property Management

The property management team had a busy month completing welfare exemptions for properties, submitting all caps for review, and working on rate increases. They also completed AOCs and POPs for state review, engaged a firm for a capital needs assessment for farm labor properties, and submitted rent studies for approval. They are awaiting responses for annual certifications and are working on implementing mobile maintenance and getting rid of paperwork for better organization. They are also working with the city on implementing organic recycling programs and avoiding fines. The king city migrant rehab is ongoing with interior work and painting repairs in progress. They are also working on data reporting for home units and completing interviews for a caretaker position. They have received approval for COVID relief funds and are looking for ways to be more effective while minimizing spending.

E. Development Report – Presented by Carolina Sahagun-Gomez, Director of Development

The agency has been working closely with the city on a property development project. The development department, along with other members of the agency participated in HUD training. One Parkside, progress has been made in terms of coordination with the voucher department and property management, with 68 units currently in progress and a goal of reaching 100% completion within the next two weeks. The contractor has obtained the final permits from the city for the entry gate, and the remaining task is addressing the dirt issue. There is also mention of a potential loan for additional work at the main office, which the agency plans to discuss with their team and the Executive Director. The contractor will be returning to Tynan Village on Thursday to address waterproofing issues. The metals job and the Community Center has been completed with additional scope of work for the architect. There is also progress in completing welfare tax exemptions and submitting AOC's and POP forms for John Stewart properties and Paso Robles Housing Authority. Furthermore, there is a major capital improvement project at the MLS daycare center in Benito and Soledad, which requires interior improvements to bring it up to compliance. The facilities manager will be working with Fred from the development team in the coming months to ensure the specifications are met. More detailed updates are expected to be provided in next month's board report.

F. Housing Programs Report – Presented by Maria Madera, Director of Housing Programs

The agency has made significant progress in the HCV department, working off a list of close to 2,739 applicants. A total of 130 families have been scheduled to establish their eligibility and obtain vouchers, while the agency's staff has been collaborating

with CoC to expedite EHV referrals. A total of 25 referrals for San Benito have been received and are currently being scheduled for this week, thanks to the agency's efforts in coordination with CoC. In the PBV department, the agency has been successfully managing the wait list, with close to 7000 applications received for Salinas South County and the peninsula. Approximately 178 applications have been processed, and the agency continues to accept applications for four and five-bedroom units in South County and Salinas. The agency has also kept the one and two-bedroom waiting list open for One Parkside, and their staff has been actively updating the project base for all vacancies in collaboration with property management. The agency is working closely with them to expedite the leasing process for one Parkside as soon as possible. Furthermore, the agency has received positive news from HUD, as they will not be recapturing the \$9 million from the HACM reserve, which is a significant development for the agency's financial situation. Lastly, the agency's FSS program has seen success, with two participants graduating soon. The total amount of escrows for each family will be \$44,124, reflecting the agency's commitment to helping families achieve their goals through the FSS program.

11. COMMISSIONER COMMENTS

The commissioners collectively thanked everyone involved in today's meeting.

12. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 6:06 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

Secretary

Date



REPORTS OF COMMITTEES

Personnel Committee: Commissioner Ballesteros, Chairperson

Finance/Development Committee: Commissioners Gama, Chairperson

Monterey County Housing, Inc. & Affordable Acquisitions: Commissioner Wizard, Representative

MEMORANDUM

TO: Board of Commissioners
 FROM: Zulieka Boykin, Executive Director
 RE: **EXECUTIVE REPORT**
 DATE: April 24, 2023



The Housing Authority of the County of Monterey ("HACM") is actively supporting the County of Monterey in hosting a homeless services outreach event at the Santa Cruz County fairgrounds on April 24th and 25th. HACM staff will be in attendance on both days to offer guidance, support, and facilitate the application process for over 31 individuals who were experiencing homelessness prior to the disaster. Our team will work diligently to connect participants with vital services.

I have been meeting with several of our community partners to increase voucher utilization, find solutions for Pueblo Del Mar and create other agency opportunities.

Some of the individuals I have met with this month:

Katy Eckert, Monterey County Behavioral Health Bureau Chief/Behavioral Health Director

Anna Foglia, Sun Street Centers

Roxanne Wilson, Homeless Services Director for the County Administrative Office

Genevieve Lucas-Conwell, Executive Director of the Coalition of Homeless Services Providers

Chelsea Chacon, MCDSS Family & Children's Services.

The outcomes have been beneficial for all agencies. We are having more discussions on EHV, FYI, and Family Unification vouchers which should result in utilization increases. Funding may be available through Bridge Housing Funds for Pueblo Del Mar by working with Monterey County Behavioral Health Department.

Additionally, talks continue with the City of Salinas for possible development opportunities.

The remainder of my report will be discussed through the various board memos enclosed.

RESOLUTION 3084

PHA CERTIFICATION OF COMPLIANCE WITH THE 2023 AGENCY ANNUAL PLAN AND RELATED REGULATIONS

WHEREAS the Housing Authority of the County of Monterey certified that the Agency Annual Plan is consistent with the applicable comprehensive housing affordability strategy of all entitlement cities in the County of Monterey where the PHA is located; and

WHEREAS the Housing Authority of the County of Monterey certified that it complied with and incorporated all the requirements of the Department of Housing and Urban Development into the Agency Annual Plan FYB July 2023: and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes the Executive Director to submit the plan to the U.S. Department of Housing and Urban Development and to execute any and all documents to implement said plan.

Chairman

ATTEST:

Secretary

Date

PASSED AND ADOPTED, this _____, upon motion of _____, seconded by _____ and carried by the following vote-to-wit:

A YES:

NOES:

ABSENT:



Housing Authority of the County of Monterey

PHA Annual Plan FY July 2023

Board of Commissioners:

Jon Wizard-Chair
Hans Buder-Vice Chair
Vacant-Commissioner
Viviana Gama-Commissioner
Francine Goodwin-Commissioner
Kevin Healy-Commissioner
Kathleen Ballesteros-Commissioner

**Executive Director/
Chief Executive Officer:**
Zulieka Boykin



Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.
A.1	<p> PHA Name: <u>Housing Authority of the County of Monterey</u> PHA Code: <u>CA033</u> PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2023</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>4,793</u> PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission </p> <p> Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. </p> <p> <i>The Annual Plan and supporting documents and the agency Administrative Plan are available for review at Housing Authority of the County of Monterey, 123 Rico St, Salinas, CA 93907 and on the agency website at www.hamonterey.org. The agency has also posted a public notice with information on how to request a copy of the plan by mail or email.</i> </p>

PHA Consortia: (Check box if submitting a joint Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
Lead HA:				

B. Plan Elements.

B.1 Revision of Existing PHA Plan Elements.

a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?

Y N

- Statement of Housing Needs and Strategy for Addressing Housing Needs.
- Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.
- Financial Resources.
- Rent Determination.
- Operation and Management.
- Informal Review and Hearing Procedures.
- Homeownership Programs.
- Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.
- Substantial Deviation.
- Significant Amendment/Modification.

(b) If the PHA answered yes for any element, describe the revisions for each element(s):

B.2 New Activities.

The Housing Authority of the County of Monterey (HACM) continues to expand its use of Project-Based Vouchers (PBV) in supporting the development and expansion of affordable housing throughout Monterey County.

The agency continues to work in partnership with housing developers by providing project-based vouchers. The following projects have completed their requirements or have entered a Housing Assistance Payment (HAP) contract with the agency or are pending PBV requirements; Villa Del Monte, Catalyst A-E and Casanova Plaza Apartments, East Garrison Apartments and Nuevo Amanecer, Salinas Homekey, Greenfield Commons I, Greenfield Commons II, Lightfighter Village, One Parkside Manor and Magnolia Place Senior Apartments.

Project Based Voucher Allocation			
Agency/Property	# of Units	Location	Status *
Salinas Homekey	85	Salinas, CA	Pending
Greenfield Commons I	27	Greenfield, CA	Pending
Greenfield Commons II	27	Greenfield, CA	Pending
VTC-Lightfighter Village	17	Marina, CA	Pending
Magnolia Place Senior Apartments	32	Greenfield, CA	Pending
East Garrison Apartments	15	Marina, CA	Executed AHAP
Nuevo Amanecer	15	Pajaro, CA	HAP
Catalyst A-E	5	Salinas, CA	HAP
Villa del Monte Apartments	62	Seaside, CA	HAP
Casanova Plaza Apartments	17	Monterey, CA	HAP
One Parkside Manor	80	Salinas, CA	HAP

**AHAP: Agreement to Housing Assistance Payment (Contract)*

HAP: Housing Agreement Payment (Contract)

Housing Agreement Payment (HAP) contracts are in place for Nuevo Amanecer, Catalyst A-E, Villa del Monte Apartments, One Parkside Manor and Casanova Plaza Apartments. The agency continues to work through the contract stages with the remaining pending properties.

The agency is committed to actively promote project-based partnerships with community housing developers to provide affordable housing. Project-Based Vouchers are made available to new housing developments to continue to increase the supply of affordable housing and expansion of housing opportunities to individuals and families living in Monterey County.

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

The Housing Authority of the County of Monterey has made the following progress in meeting the goals of the 5-Year plan:

- The agency continues to explore competitive funding opportunities as they become available to increase affordable housing to residents of Monterey County.
- The agency continues its partnership with the Department of Veterans Affairs by working with homeless veterans and their families in Monterey County to sustain permanent housing through the HUD-VASH voucher program.
- The agency continues to work with partnering community organizations that refer qualifying youth to the Foster Youth to Independence (FYI) Initiative Program. The agency continues its commitment to promote supportive services to foster youth who are seeking stable permanent housing in Monterey County.
- The agency continues collaboration with the Coalition of Homeless Services Providers, Continuum of Care (CoC) and community partnering agencies to provide qualifying individuals and families that are homeless or at risk of becoming homeless, opportunities to obtain permanent housing through the Emergency Housing Voucher Program (EHV). Services such as assistance with housing search, application fees and security deposits and utility arrears are in place as supportive measures for qualified participants. The agency increased its landlord incentive program to \$1,500.00 as a measure to secure and encourage landlords in Monterey County to become participants of the EHV program. Additionally, the agency removed the \$3,500.00 cap on service fees for EHV participants, this allows the agency flexibility when determining on a case-by-case basis, how they can financially assist EHV families with service fees.
- The agency has been awarded renewal funding by HUD, the Renewal Funding Inflation Factor (RFIF) for the Housing Authority of the County of Monterey has been determined to be 33.1%. RFIFs are used to adjust the allocation of Housing Choice Voucher (HCV) program renewal funds to PHAs for local changes in rents, utility costs, and tenant incomes. The additional renewal funding will benefit existing Housing Choice Voucher participants and applicants by decreasing rental burden.
- The agency approved new Payment Standards to reflect the current rental market increase in the area. The agency used an exception payment standard waiver at the higher of 120% of Small Area Fair Market Rent or 110 percent of the 50th percentile FMR that was effective September 1, 2022, for current voucher-assisted households with lease anniversaries effective October 1, 2022, as well as other applicable action types including but not limited to: transfers of unit/relocations, new lease-ups for newly admitted households and port-ins. The increase allows participants of the Housing Choice Voucher program opportunities to rent in higher opportunity areas and promotes accessibility to equitable services and resources for families in Monterey County.

- The agency has retained a SEMAP score of 98%, high performer status in the Housing Choice Voucher (HCV) program.
- The agency will be expanding opportunities to participants of the Housing Choice Voucher program by adding an additional Family Self Sufficiency Coordinator. This will allow the agency the ability to increase support for HCV participants desiring to participate in the Family Self Sufficiency Program.
- The agency provides community and program information to participants during briefings, informing them of available opportunities in the HCV program, including agency partnerships that offer supportive services, information on current rental opportunities, supportive services for the disabled, veterans and homeless individuals and families to expand opportunities to all participants of its programs.
- The agency continues to set aside 200 Homeless Set-Aside housing choice vouchers, 114 of which are currently leased. The agency continues to work with local service providers and community agencies to assist homeless families and individuals with affordable housing and supportive services.
- The agency is committed to providing support to Project Homekey in Salinas, California. The project has 85 project-based vouchers in pending status and is currently working with the City of Salinas in a collaborative partnership to finalize the housing assistance payment contract. Project Homekey provides affordable housing to one of the most vulnerable populations of Monterey County.
- The agency was part of a collaborative redevelopment project that provides affordable housing for the elderly. One Parkside Manor, in Salinas, California has recently been completed and has 80 project-based vouchers in place. The project provides affordable housing to the elderly community members of Monterey County.
- The agency is committed to meeting reasonable accommodation requests that provide equal opportunity and access to disabled families or individuals. Agency staff participate in annual Fair Housing Training provided by the Office of Fair Housing and Equal Opportunity.
- The agency is currently working on upgrading its internal software programs to maximize technological support that benefits the agency, participants, and landlords by providing expedited services and improving internal functions.
- The agency is continually working to establish partnerships with community agencies and local city jurisdictions to increase affordable housing opportunities in Monterey County. Additionally, the agency continues its current vital partnerships with community agencies that offer supportive services for homeless individuals and families, seniors, and disabled individuals to continue meeting its goals outlined in its 5-Year PHA Plan and mission statement.

B.4 Capital Improvements.

N/A

B.5 Most Recent Fiscal Year Audit.

(a) Were there any findings in the most recent FY Audit?

Y N N/A

(b) If yes, please describe:

Financial Statement findings are as follows:

The Housing Authority had deficiencies with internal financial reporting:

The agency is in the process of assessing and modifying internal controls to avoid issues by implementing accounting checklists on a periodic basis and has increased finance department staff and instituted backup protocols for all processes and roles.

The Housing Authority had unclaimed property in the form of checks:

The agency accepted the recommendation of the auditor and has made arrangements to comply with regulations from the California State Controller's Office.

The Housing Authority did not properly consider regulations related to sealed bids and competitive proposals:

The agency recognized the deficiencies related to procurement and will implement internal control procedures to ensure compliance with its procurement policy and Federal & State procurement regulations.

Federal Award Findings and Questioned Costs are as follows:

Inspection of files revealed unavailable documents at the time of audit examination:

The agency accepts the recommendation to implement a directive that will be issued to staff that ensures that when files are archived, original documents are transferred and maintained in current files.

C.	Other Document and/or Certification Requirements.
C.1	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p><i>*See Attachment</i></p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p><i>*See Attachment</i></p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p><i>*See Attachment</i></p>

C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p style="padding-left: 20px;">Y N</p> <p style="padding-left: 20px;"><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
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D.	Affirmatively Furthering Fair Housing (AFFH).
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D.1	<p>Affirmatively Furthering Fair Housing (AFFH).</p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="background-color: #cccccc;">Fair Housing Goal: Ensuring Fair Housing for all Americans</td> </tr> <tr> <td style="background-color: #cccccc;"><u>Describe fair housing strategies and actions to achieve the goal:</u></td> </tr> <tr> <td>HACM has established and ensured equal opportunity in housing for all Americans as a strategic goal. To implement this goal, HACM continues to affirmatively market its housing programs to make them accessible to families with special needs or disabilities. HACM remains strongly committed to meeting reasonable accommodation or modification requests that support and promote affordable housing opportunities to disabled families or individuals.</td> </tr> </table> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="background-color: #cccccc;">Fair Housing Goal: Furthering Fair Housing Opportunities</td> </tr> <tr> <td style="background-color: #cccccc;"><u>Describe fair housing strategies and actions to achieve the goal:</u></td> </tr> <tr> <td>HACM works with the entitlement jurisdictions to integrate outreach and fair housing training opportunities into existing plans which are developed by each jurisdiction. HACM participates in community forums and events to market the Housing Choice Voucher Program and to expand further fair housing opportunities for families.</td> </tr> </table>	Fair Housing Goal: Ensuring Fair Housing for all Americans	<u>Describe fair housing strategies and actions to achieve the goal:</u>	HACM has established and ensured equal opportunity in housing for all Americans as a strategic goal. To implement this goal, HACM continues to affirmatively market its housing programs to make them accessible to families with special needs or disabilities. HACM remains strongly committed to meeting reasonable accommodation or modification requests that support and promote affordable housing opportunities to disabled families or individuals.	Fair Housing Goal: Furthering Fair Housing Opportunities	<u>Describe fair housing strategies and actions to achieve the goal:</u>	HACM works with the entitlement jurisdictions to integrate outreach and fair housing training opportunities into existing plans which are developed by each jurisdiction. HACM participates in community forums and events to market the Housing Choice Voucher Program and to expand further fair housing opportunities for families.
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Fair Housing Goal: Furthering Fair Housing Opportunities							
<u>Describe fair housing strategies and actions to achieve the goal:</u>							
HACM works with the entitlement jurisdictions to integrate outreach and fair housing training opportunities into existing plans which are developed by each jurisdiction. HACM participates in community forums and events to market the Housing Choice Voucher Program and to expand further fair housing opportunities for families.							

Fair Housing Goal: Improving Equitable Housing Opportunities for Participants

Describe fair housing strategies and actions to achieve the goal:

Housing Program Specialists work with families to promote portability and relocation to neighborhoods of opportunity. During briefings, applicants are informed of available units and their location, emphasizing communities that are underutilized. This information is given to the voucher holders to allow them to make housing choices that can provide greater social amenities and greater educational and economic opportunities for their families. The housing specialists describe fair housing and discrimination laws and provide information regarding the process of filing complaints.

Fair Housing Goal: Ensuring Access to Safe and Sanitary Affordable Housing

Describe fair housing strategies and actions to achieve the goal:

HACM’s annual and long-range goals will result in greater housing choices for families by allowing families to acquire housing that is of adequate size by reducing overcrowded conditions. All potential rental units must meet Housing Quality Standards and are inspected prior to move-in and are subject to annual inspections to assure these standards are maintained. Participants are assisted in securing housing that meets the needs of their families and are assisted in leasing negotiations with landlords. These factors promote fair housing choices by eliminating blighted properties from federal housing subsidies and improves the wellbeing of the community and its members overall.

Fair Housing Goal: Furthering Opportunities for Participants in Higher Opportunity Areas

Describe fair housing strategies and actions to achieve the goal:

The HACM conducts analysis of local fair market conditions in its jurisdiction to help eliminate barriers for applicants of the Housing Choice Voucher Program. With approval of the success rate payment standard amounts at the 50th percentile, the HACM is able to increase the number of voucher holders who become participants. Additionally, it affords participants opportunities to secure housing in higher opportunity neighborhoods and areas.

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Plan Elements. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Statement of Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

Rent Determination. A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)](#)).

Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

Homeownership Programs. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

- B.2 New Activities.** This section refers to new capital activities which is not applicable for HCV-Only PHAs.
- B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs
- B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

**Minutes of the Annual Plan Advisory Board Meeting
March 22, 2023**

Start time 2:30 PM
Concluded 4:30 PM

In Attendance:

Lucila Vera-Quality Control Manager/Section 504 Coordinator

Resident Advisory Board Members/Participants of HCV Program:

Georgette Berry
Terrence Smith
Audra Walton
Eva Gamble

The PHA Annual Plan Resident Advisory Board meeting held on March 22, 2023, was a success. The meeting was hosted in-person by the Housing Authority at its central office. A detailed summary of the agency's annual plan and programs were presented to the attendees. The discussion included an explanation of how the PHA is meeting its mission and goals from the 5-year plan and how the agency provides an update on its progress annually to HUD in the form of a PHA Annual Plan.

The PHA's progress was highlighted, and attendees requested a review of the assignment of Project-Based Vouchers to various developments within the jurisdiction. The agency's progress was presented, including the partnership with the Veterans Administration that addresses the housing needs of veterans in the jurisdiction, and partnerships with various community agencies to provide Emergency Housing Vouchers to qualified families and individuals. Attendees were informed about how the program has been implemented and how it has benefited vulnerable families that have been able to secure housing under that program since its inception last year.

Information was shared on how renewal funding by HUD benefits our participants by reducing rental burden. The agency also discussed new approved payment standards that went into effect recently to address the needs of participants. Information about the additional FSS Coordinator position that has been added to increase support for potential and current participants of the Family Self-Sufficiency program.

An update was provided on the current number of Housing Choice Vouchers awarded to the PHA and the breakdown of what programs they are designated for was discussed. Overall, the meeting provided a comprehensive overview of the agency's progress and initiatives, and attendees left with a better understanding of the agency's work to support affordable housing in the community.

Questions & Comments:

Georgette Berry, Resident Advisory Board Member

Ms. Berry had a question regarding shared housing and whether it was allowed for Housing Choice Voucher holders. An explanation was provided about the agency policies regarding shared housing and examples were provided of how shared housing also applies to reasonable accommodation and how qualification is determined.

Ms. Berry expressed concern about her tenancy and voucher status, explaining that she was worried about losing her voucher and not having anywhere to live if she is asked to vacate. She shared that her current landlord was elderly, and her son is taking over management of the property, which raised concerns about potential rent increases in the county and the possibility of not being able to afford to move if necessary. To alleviate her concerns, information was provided on the port-out process and made her aware that it is against the law to discriminate against a Housing Choice Voucher holder.

Eva Gamble, Resident Advisory Board Member

Ms. Gamble described how her niece is currently homeless and has been struggling with securing housing and applying to the Emergency Housing Voucher program. EHV requirements and pathway to application process was explained. Information was shared with Ms. Gamble on where her niece could begin the application process.

Ms. Gamble stated that she shared the situation to make us aware of the real struggles some of our community members were facing in the process of securing housing.

Audra Walton, Resident Advisory Board Member

Ms. Walton shared concerns about Housing Choice Voucher holder residents at Preston Park in Marina where she resides. She was concerned that they were subjected to different rules and policies because of their Housing Choice Voucher participation status. She has lived there more than 20 years and shared negative experiences and interactions with property management at the housing project, she stated that she felt that they were being discriminatory towards Housing Choice Voucher residents because they cannot raise the rents on those units as they could with non-voucher holders.

Question about PBV, are there PBV units at Preston Park and how can they apply for them. An explanation of how PBV's units are applied for was provided and explained summary that is listed in the current PHA Annual Plan draft. Explained how current awarded PBV's are listed in this year's annual plan as they pertain to the actual reporting period for the plan and how the projects listed are currently being processed for Housing Assistance Payment contracts and how the chart is indicative of their current processing stages.

Terrence Smith, Resident advisory Board Member

Mr. Smith shared concern about his future status as a resident in a project-based voucher unit. He shared how he had been previously displaced in the past and how difficult it was for him to secure housing as a Housing Choice Voucher holder. Provided Mr. Smith with brief information on how PBV contracts are in place at properties and how they secure affordable housing for the residents.

Conclusion:

The meeting concluded at 4:30 PM and the attendees were appreciative of all the information detailing the agency's progress and updates that was provided.

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Darby Marshall, the Housing Program Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year July 2023 of the Housing Authority of the County of Monterey is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

County of Monterey
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan’s contents are consistent with the Consolidated Plan or State Consolidated Plan.

~~The PHA Plan continues to support affordable housing through the provision of HCV and Project Based Rental Assistance vouchers. This is consistent with the Consolidated Plan goal of retaining and creating affordable housing opportunities.~~

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Darby Marshall	Title: Housing Program Manager
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Signature: 	Date: 4/4/2023
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 The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Rod Powell, the Planning Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year July 2023 of the Housing Authority of the County of Monterey is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

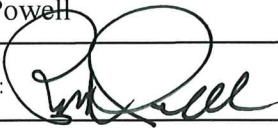
City of Salinas
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Housing Authority of Monterey County's Annual Agency Plan is consistent with and supportive fo the City of Salinas' HUD FY 20200-2024 Consolidated Plan. The continued attention to support and encourage the use of available housing vouchers iun support of the the development, expansion and diversity of affordable housing with the City's jurisdiction is a key support to the City's idevelopment of key affordable housing projects and access to emerging funding sources.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Rod Powell	Title: Planning Manager
Signature: 	Date: 4/4/23

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certification by State or Local
 Official of PHA Plans Consistency
 with the Consolidated Plan or
 State Consolidated Plan
 (All PHAs)**

U. S Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
 Consistency with the Consolidated Plan or State Consolidated Plan**

I, Hans Uslar, the City Manager

Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year July 2023 of the Housing Authority of the County of Monterey is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Monterey

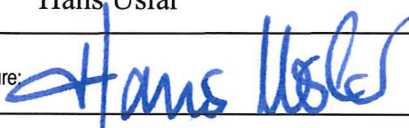
Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The Plan is consistent with the City of Monterey 's 2020-2024 Consolidated Plan in that it supports low- and moderate-income individuals and families within the City of Monterey find and maintain housing

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Hans Uslar	Title: City Manager
Signature: 	Date: <u>April 7, 2023</u>

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Alexia Garcia, the Housing Program Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal year July 2023 of the Housing Authority of the County of Monterey is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

City of Seaside

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

THE HOUSING AUTHORITY OF MONTEREY COUNTY SERVES LOWER-INCOME FAMILIES IN THE CITY OF SEASIDE AND ADMINISTERS HOUSING CHOICE VOUCHERS AND NAVIGATION SERVICES TO QUALIFYING RESIDENCES.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official: Alexia Garcia	Title: Housing Program Manager
Signature: <u>Alexia Garcia</u>	Date: <u>02-24-2023</u>

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning _____ July 2023 _____ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintains records reflecting these analyses and actions.

Housing Authority of the County of Monterey
PHA Name

CA033
PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: Zulieka Boykin		Name of Board Chairperson: Jon Wizard	
Signature	Date	Signature	Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number. 0

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or _X_ Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning July 2023, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the County of Monterey
PHA Name

CA033
PHA Number/HA Code

Annual PHA Plan for Fiscal Year July 2023

5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director: **Zulieka Boykin**

Name Board Chairman: **Jon Wizard**

Signature

Date

Signature

Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

MEMORANDUM



TO: Board of Commissioners

FROM: Zulieka Boykin, Executive Director

RE: **Approval of Administrative Plan Chapter 4. Applications,
Waiting List, and Tenant Selection Changes:
Resolution 3085: Resolution for Removal of Waiting List Preference**

DATE: April 17, 2023

The purpose of this memo is to provide background information for the deletion of several preferences on the Housing Choice Voucher Program to streamline the process, promote efficiency, and administer in accordance with HUD Rules and Regulations.

Background:

The Housing Authority of the County of Monterey (“HACM”) maintains an Administrative Plan (“Admin Plan”) which covers the policies concerning administering the housing choice voucher program. Chapter 4 of the Admin Plan focuses on the admissions and waiting list functions. Currently, HACM uses an Admin Plan template from NanMcKay, which is used by many PHA’s across the country, as the basis for its Administrative Plan. Using this template ensures that HACM remains in compliance as HUD regulations change. PHA’s are required to have an Admin Plan if they administer a voucher program. Much of the Admin Plan language is stock and the template outlines when and where PHA’s have flexibility and options on policy choices. The current Admin Plan is over 600 pages long. I would recommend that more chapters of the Admin Plan be reviewed and possibly revised.

The immediate reason for wanting to change the Admin Plan is that it has become apparent that the current local preferences section is unworkable and leading to unforeseen consequences. Another change is related to confusion between several sections. One result of the current complicated system is that HACM’s most recent audit found that it did not comply with Uniform Guidance in maintaining the waiting list. A simpler preference system would make compliance easier.

HACM’s housing choice voucher program received audit finding 2019-005 for waiting list selection, the selection was not in accordance with HACM policies; audit finding 2019-04 for items missing from client files such as the HUD 9887 form and income/asset verification; audit finding 2020-04 for items missing from client files such as the original application, HUD 9887, lead based paint form, signed leases, rent reasonableness, annual inspections, HUD 50058 form, and income/asset verification. In addition to this, the program is being monitored by HUD for utilization improvement to prevent recapture of funds and/or vouchers. Deleting these preferences would assist in streamlining the program and creating these issues.

Currently, HACM utilizes 11 local preferences (found in section 4-III.C. SELECTION METHOD) with various points (and in one case no points) attached to the preference. Using an elaborate point system like this results in errors and comes from a policy perspective that some people are more deserving of assistance than others. The reality of the situation is that nationwide and here in Monterey County only a fraction of the eligible households for a housing choice voucher will ever receive one.

Further complicating waiting list admissions are different types of admissions found in 4-III.B. SELECTION AND HCV FUNDING SOURCES. Outside of normal admissions there are two additional different types of admissions (special admissions and targeted funding).

A further challenge is human nature. People are often desperate for help and when completing an application understand that more preferences are probably helpful. So, when completing an application many households check off that they are eligible for every preference. This results in lots of wasted staff time as people are called in based on the preferences, they selected but when they are not able to verify the preference, staff must remove the preference which lowers the number of points the household has so another family is offered the voucher, and they too need to have their preferences verified. Staff spend too much time verifying preferences and getting families hopes up when they get a letter inviting them to come in for an eligibility determination only to find out they didn't qualify because they had checked preferences that couldn't be verified and would be moved lower on the waiting list.

Proposed changes

4-6 deletion of third-party lottery system overseer. Currently HACM's software provides a random lottery feature that HACM uses to conduct the lottery. This may be third party – but not in the truest sense as HACM is conducting the lottery function itself with a third-party product.

4-14 Delete the existing preference for a family that has been terminated from the HCV program due to insufficient funding that currently had no points and was unclear how to ever implement should that occasion have ever arisen.

Deleted the 75% families selected by local preference and 25% families selected by date and time, which conflicts with the lottery system of placement on the waiting list.

4-15 Elimination of 9 of 11 local preferences.

Change the Set-Aside Homeless Preference from points to 1 of every 5 vouchers issued. Under the current system in the past year 89% of vouchers issued have gone to these households with this preference. This is because HACM had kept this preference waiting list open for referrals while the rest of the waiting list was closed resulting in these households being added to the waiting list and put in front of almost everyone else. If the current system is kept in place this ratio is likely to continue.

The proposed system will be easier to administer and fairer to the eligible population. The offer of a voucher will largely be by your lottery position not which preferences you have, with the exception of the Set-Aside Homeless Preference.

Attached to this memo is a copy of Chapter 4 of the Admin Plan with the proposed additions and deletions. Therefore, I urge the adoption of the following resolution.

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides the Housing Authority of the County of Monterey (the HACM) with the information needed to determine the family's eligibility. HUD requires the HACM to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, the HACM must select families from the waiting list in accordance with HUD requirements and HACM policies as stated in the administrative plan and the annual plan.

The HACM is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the HACM to receive preferential a treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the HACM affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the HACM will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and HACM policies for taking applications, managing the waiting list, and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process and discusses how applicants can obtain and submit applications. It also specifies how the HACM will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the HACM's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the HACM will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide the HACM in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that the HACM has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the HACM policies for making applications available, accepting applications making preliminary determinations of eligibility, and the placement of applicants on the waiting list. This part also describes the HACM's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the HACM to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by the HACM.

HACM Policy

Depending upon the length of time that applicants may need to wait to receive assistance, HACM may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, HACM initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

Lottery Application Process [Notice PIH 2012-34]

A PHA has flexibility to determine whether to keep the waiting list open indefinitely or whether to open the waiting list periodically for defined application periods. PHAs should only make this determination after careful analysis and consideration of all circumstances, including whether the length of the waiting list makes the wait for housing longer than a two year wait or whether there is a sufficient number of eligible applicants to ensure that new and turnover vouchers under the PHA's HCV program are issued as quickly as possible.

HACM Policy

HACM will open the HCV waiting list for a defined period of time. The dates and times of the waiting list opening will be publicly announced in advance.

PHAs should also keep in mind safety concerns when reopening waiting lists in areas of high demand. PHAs can use various strategies to avoid application intake procedures that may cause a safety concern for the public and PHA staff. Offering only one central location to submit applications under such circumstances is not advisable.

PHAs may consider the use of a lottery or other random choice technique to select which applicants will be placed on the waiting list. In making this determination, PHAs should consider whether this is a reasonable approach in their jurisdiction. This approach would be reasonable for PHAs located in areas where the volume of applications is high enough that placing each eligible applicant on the waiting list would result in an unrealistic waiting period for housing.

HACM Policy

HACM will use an online application process to accept applications during the period of the open waiting list. Applications can be submitted from any location with internet access.

HACM will use a lottery system to select applicants to be placed onto the waiting list. After all complete and unduplicated applications are received during the waiting list opening; HACM will conduct a random lottery to select the applicants. Applicants will be randomly assigned a number, and the applicants will be placed on the waiting list in order of the assigned numbers and according to HACM preference(s).

HACM has determined that this is a reasonable approach due to the high volume of applications anticipated. Placing all applications on the waiting list would create an unrealistic waiting period for housing. Use of the lottery system is a fair way to create a waiting list with realistic waiting periods. The online application process also protects the safety of all that apply and allows for multiple locations for completing applications. The lottery process also promotes safety as there is no rush to be first, since date and time of the application is not considered, as long as the application was completed during the waiting list opening.

HACM will open the HCV waiting list for a defined period of time. The dates and times of the waiting list opening will be publicly announced in advance.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

HACM must take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard HACM application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). HACM must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or HACM must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of HACM's policies related to providing reasonable accommodations for people with disabilities.

HACM Policy

HACM will use an internet application process. Families can access the internet application through HACM's website, www.hamonterey.org or by going directly to the application web page. Access to the application will be available during the entire time of the waiting list opening. Once the waiting list is closed, applicants will be able to go to an Applicant Portal to view the status of their application. The HACM website will have a link to this Applicant Portal. When applicants first log in to the Applicant Portal, they will be required to provide correct identifying information. With this information, applicants will then be required to create a username and password to view their current status on the waiting list.

In advance of the waiting list opening, HACM will provide training to social service and community partners. This training will explain the application process, demonstrate how to complete an application online and show how applicants can view their current status through the Applicant Portal. HACM will encourage all social service partners to provide assistance to the elderly and disabled to ensure that they have access to the application process.

Limited English Proficiency

HACM is required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on HACM's policies related to ensuring access to people with limited English proficiency (LEP). The on-line application will be available in Spanish.

4-I.D. PLACEMENT ON THE WAITING LIST

When HACM's waiting list is open, HACM will accept applications through the internet application process. All complete, unduplicated, and valid applications received while the waiting list is open will be entered into a lottery. Before opening the waiting list, HACM will announce the number of applicants that will be drawn through the lottery process. Once the waiting list is closed, HACM will complete the lottery selections.

After completing the lottery drawing, HACM will review each complete application selected and make a preliminary assessment of the family's eligibility. HACM must

accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, HACM must notify the family in writing [24 CFR 982.201(f)]. Where the family is determined to be eligible, the family will be placed on waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

HACM Policy

The lottery drawing will be random. The process will be conducted by the Yardi software system. HACM will maintain documentation and records of the lottery process. Within 90 days of the closing of the waiting list, families can login to the Applicant Portal to receive notification of whether or not they have been selected. Families that are not selected in the lottery will not be placed on the waiting list and do not have the right to appeal this decision.

If after completing the lottery, HACM can determine from the information provided that a selected family is preliminarily ineligible, the family will not be placed on the waiting list. When a family is determined to be preliminarily ineligible, HACM will send written notification through the mail of the preliminary ineligibility determination within 45 days of selecting a completed application through the lottery process. The notice will specify the reasons for ineligibility and will inform the family of their right to request an informal review and explain the process for doing so (see Chapter 16). If upon conclusion of the informal review process, the family's preliminary eligibility is restored, the family will be restored to their original lottery selection spot on the waiting list. If upon conclusion of the informal review process, the family's preliminary eligibility remains denied, the family will not be placed on the waiting list.

Eligible for Placement on the Waiting List

HACM Policy

All complete, unduplicated, and valid applications received before the waiting list is closed will be entered into the lottery drawing. Once the lottery is complete, HACM will use the Applicant Portal to provide notification of eligibility to be placed on the waiting list. This written notification will not be sent through the mail. The notification will appear on the Applicant Portal within 90 days of closing the waiting list. If applicable, the notice will also indicate the waiting list preference(s) for which the family claimed eligibility.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility and qualification for preferences will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list using a lottery system. HACM will randomly select a number of pre-applications based on 25% of the applications received at the time of the wait list opening. Once each application has been randomly assigned a number, the applications will be placed on the waiting list in order of the assigned numbers and according to PHA preference(s).

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

HACM must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how HACM may structure its waiting list and how families must be treated if they apply for assistance from HACM that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

HACM's HCV waiting list must be organized in such a manner to allow HACM to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

HACM Policy

The waiting list will contain the following information for each applicant listed:

Applicant name and address;

Social Security number

Family member count

Date and time of application;

Lottery number of selection through the lottery process.

Certification from Head of household claiming any local preference;

Racial or ethnic designation of the head of household.

HUD requires HACM to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

HACM Policy

HACM will maintain a single waiting list for the HCV program.

HACM will not merge the HCV waiting list with the waiting list for public housing and other subsidized housing programs.

If HACM's waiting list for tenant-based assistance is open when an applicant is placed on the waiting list for the PHA's public housing program or project-based voucher program HACM will direct the applicant to the internet link to complete an application for HCV tenant based assistance.

Similarly, if HACM's waiting list for its Public Housing program or project-based voucher program is open when an applicant is placed on the waiting list for its tenant based program, and if the other program includes units suitable for the applicant, HACM will direct the applicant to the internet link for the other programs to complete an application.

A family's decision to apply for, receive, or refuse other housing assistance will not affect the family's placement on the HCV waiting list or any preferences for which the family may qualify.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

HACM is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the HACM may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

HACM Policy

The HACM will open and close the wait list during a specific time period. Where the HACM has particular preferences or funding criteria that require a specific category of family, the HACM may elect to continue to accept applications from these applicants while closing the waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it cannot be reopened until the HACM publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The

notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

HACM Policy

The HACM will announce the reopening of the waiting list at least 14 calendar days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The HACM will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

- *The Californian;*
- *Monterey Herald;*
- *Local minority media;*
- *Local government agencies;*
- *And the HACM website.*

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

The HACM must conduct outreach as necessary to ensure that the HACM has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the HACM to admit a specified percentage of extremely low -income families to the program (see Chapter 4, Part III), the HACM may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

HACM outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

HACM outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low-income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

HACM Policy

The HACM will monitor the characteristics of the population being served and the characteristics of the population as a whole in the HACM's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

Notices will be mailed to organizations that serve the low-income families and persons with disabilities such as:

County of Monterey Department of Social Services, Central Coast Center for Independent Living, Social Security Administration, Alliance on Aging, Interim, Inc., and other agencies serving the low-income population.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

HACM Policy

While the family is on the waiting list, the family must immediately inform the HACM of changes in contact information, including current residence, mailing address, and phone number. The family must also report any change in family composition, which could affect the applicant's size of unit needed, or income, which could affect eligibility, and local preferences, which may change the applicant's priority for admission. The changes must be submitted in writing.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires the HACM to establish policies to use when removing applicant names from the waiting list.

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a HACM request for information or updates, and the HACM determines that the family did not respond because of the family member's disability, the HACM must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

HACM Policy

The waiting list will be updated on a regular basis going down the waiting list to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the HACM will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the HACM has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by the HACM not later than 14 calendar days from the date of the HACM letter.

If the family fails to respond within 14 calendar days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 14 calendar days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the HACM may reinstate the family if it is determined that the lack of response was due to HACM error, or to circumstances beyond the family's control.

Removal from the Waiting List

HACM Policy

If at any time an applicant family is on the waiting list, the HACM determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because the HACM has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding the HACM's decision (see Chapter 16) [24 CFR 982.201(f)].

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families are selected from the waiting list depends on the selection method chosen by the HACM and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

The HACM must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the HACM's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the HACM may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. The HACM must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a HACM funding for a specified category of families on the waiting list. The HACM must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the HACM may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

The HACM administers the following types of targeted funding:

Shelter Plus Care Program

Family Unification Program

VASH

FYI

EHV

HACM Policy

Participants that have utilized the VASH, Family Unification or Shelter Plus Care Programs for a three year term and that no longer require supportive services are eligible to transition to the regular HCV Program (with availability) provided they meet all other eligibility requirements. Verification from the supportive services provider stating that supportive services are no longer needed is required.

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

Set- Aside Homeless Program

The Set-Aside Homeless Program will allow homeless eligible families to be referred by Monterey County Continuum of Care agencies who are exiting transitional housing, emergency shelters or who meet the HUD definition of homeless. Referring agencies must provide one year of case management.

4-III.C. SELECTION METHOD

HACM must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the HACM will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

HACM is permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the HACM to establish other local preferences, at its discretion. Any local preferences established must be consistent with the HACM plan and the consolidated plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

HACM Policy

The HACM will offer the highest preference to any family that has been terminated from its HCV program due to insufficient program funding. If this preference is used the Set-Aside Homeless Preference will be suspended until all formerly terminated due to insufficient program funding households have been offered a voucher.

From all eligible families: Selection shall be made without regard to race, color, creed, religion, sex, national origin, age familial status, or disability.

- Set-Aside Homeless Preference- Eligible homeless applicants referred by agencies through the County of Monterey Continuum of Care who are exiting transitional housing programs or emergency shelters with no other permanent housing placement options. Must meet the HUD definition of homeless as defined in the Hearth Act. HACM has reserved 225 Housing Choice Vouchers for the Homeless Set-Aside. **1 out of every 5 vouchers issued will be to households in this category.**

Treatment of Single Applicants

Single applicants who are elderly, near elderly, disabled, or displaced families of not more than one person families will be given a selection priority over all “Other Single” applicants regardless of preference status.

“Other Singles” denotes a one-per son household in which the individual member is not elderly, near elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any one-person elderly, disabled, or displaced family regardless of local preferences.

All families with children and families are who include an elderly person or a person with a disability (see 24 CRF 100.80) shall be given a selection priority over all applicants.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during the HACM's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30% of the area median income, whichever number is higher. To ensure this requirement is met, a HACM may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

HACM Policy

The HACM will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, the HACM must notify the family.

HACM Policy

The HACM will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

Date, time, and location of the scheduled orientation and/or an application interview, including any procedures for rescheduling the interview

Who is required to attend the orientation/ interview?

Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Other documents and information that should be brought to the interview

If a notification letter is returned to the HACM with no forwarding address, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any known alternate address.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that the HACM obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a HACM representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the HACM determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the HACM [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

HACM Policy

Families selected from the waiting list are required to participate in an eligibility interview.

The head of household, spouse/co-head, and all adult family members will be required to attend the interview.

The head of household or spouse/cohead must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity.) If the family representative does not provide the required documentation at the time of the interview, he or she will be required to provide it within 14 calendar days.

Pending disclosure and documentation of social security numbers, the HACM will allow the family to retain its place on the waiting list for 60 days. If not all household members have disclosed their SSNs at the next time the HACM is issuing vouchers, the HACM will issue a voucher to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, the HACM will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 14 calendar days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the HACM will provide translation services in accordance with the HACM's LEP plan.

If the family is unable to attend a scheduled interview, the family should contact the HACM in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview or comes in to their appointment

unprepared, the HACM will send another notification letter with a new interview appointment time. Applicants who fail to attend or come in prepared for two scheduled interviews without HACM approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

The HACM must verify all information provided by the family on the Personal Declaration form provided by HACM (See Chapter 7). Based on verified information, the HACM must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted funding admission, or selection preference that affected the order in which the family was selected from the waiting list.

HACM Policy

If the HACM determines that the family is ineligible, the HACM will send written notification of the ineligibility determination within 14 calendar days of the determination. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. The HACM will notify the family in writing that it has been returned to the waiting list and will specify the reasons for it.

If the HACM determines that the family is eligible to receive assistance, the HACM will invite the family to attend a briefing in accordance with the policies in Chapter 5.

RESOLUTION 3085

**RESOLUTION OF THE BOARD OF COMMISSIONERS
FOR THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
HOUSING CHOICE VOUCHER PROGRAM
TO UPDATE THE ADMINISTATIVE PLAN BY PREFERENCE DELETION**

WHEREAS, the Housing Authority of the County of Monterey (“HACM”) operates a housing choice voucher program: and

WHEREAS, HACM must maintain an Administration Plan; and

WHEREAS, HACM has the authority to delete local preferences; and

WHEREAS, HACM desires to delete nine of the eleven preferences in order to simplify the waiting list and eligibility program to expedite addressing community needs

NOW, THEREFORE BE IT RESOLVED that the Housing Authority of the County of Monterey do hereby authorize the Executive Director to update the Administration Plan by deleting the preferences as discussed in the Board Memo dated April 17, 2023 provided by Zulieka Boykin, making any necessary changes and corrections.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 24th day of April 2023, upon motion of _____,
seconded by _____ and carried by the following vote-to-wit:

AYES:

NOES:

ABSENT:

MEMORANDUM



TO: Board of Commissioners

FROM: Zulieka Boykin, Executive Director

RE: **Approval of Administrative Plan Chapter 4. Applications, Waiting List, and Tenant Selection Changes**

Resolution 3086: Resolution for Addition of Waiting List Preference for HCV

DATE: April 17, 2023

The purpose of this memo is to provide background information for the addition of a “natural disaster” preference for the Housing Choice Voucher Program to serve families who have been displaced due to a federally declared natural disaster.

This request is in response to federally declared natural disasters that have occurred and caused families to become permanently displaced. Monterey County has been included in two federally declared disaster areas since December 2022.

DR-4699-CA: California Severe Winter Storms, Straight-Line Winds, Flooding, Landslides, and Mudslides. The incident period was February 21, 2023 and continuing; designation as a major disaster area was declared on April 3, 2023. Please refer to the attached FEMA (“Federal Emergency Management Agency”) map.

DR-4638-CA: California Severe Winter Storms, Flooding, Landslides, and Mudslides. The incident occurred on December 27, 2022, and ended on January 31, 2023; designation as a major disaster area was declared on February 22, 2023.

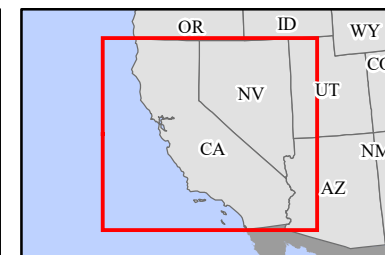
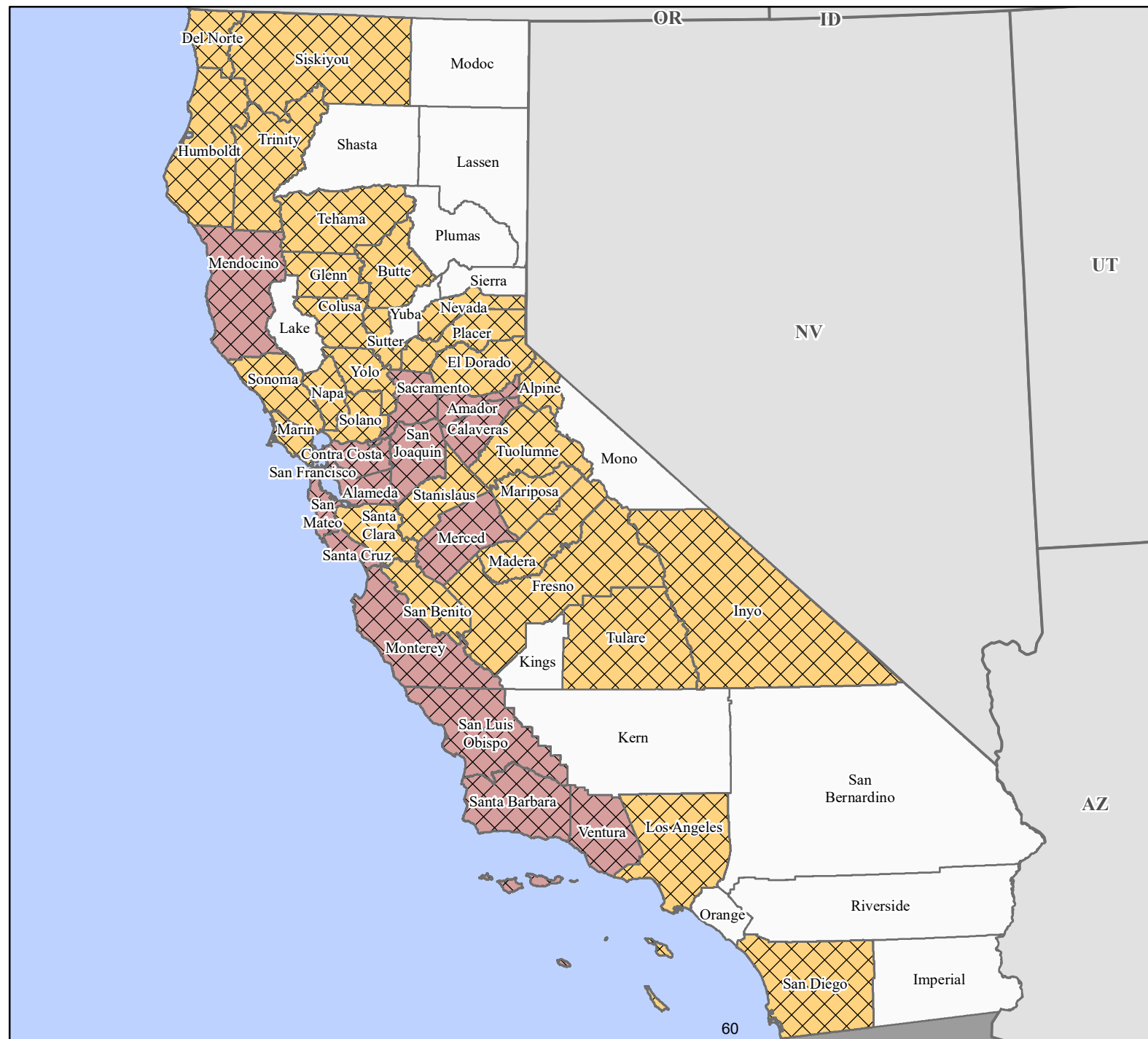
I would like to make this preference available as of April 25, 2023. Currently, there are no applicants on the existing waiting list that meet this criterion. Therefore, we would open the agencies HCV (“Housing Choice Voucher”) waiting list for this preference and make the selections using the lottery method. Utilizing the lottery method would ensure diversity and fairness in applicant selection.

Therefore, I urge the adoption of the following resolution.

FEMA-4683-DR, California Disaster Declaration as of 02/22/2023






FEMA

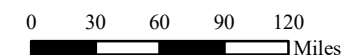
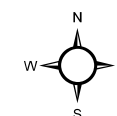


Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of California.

All municipalities in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Designated Counties

-  No Designation
-  Individual Assistance and Public Assistance (Categories A - G)
-  Public Assistance (Categories A - G)

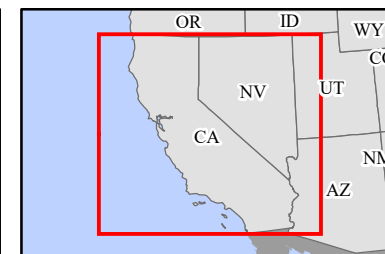
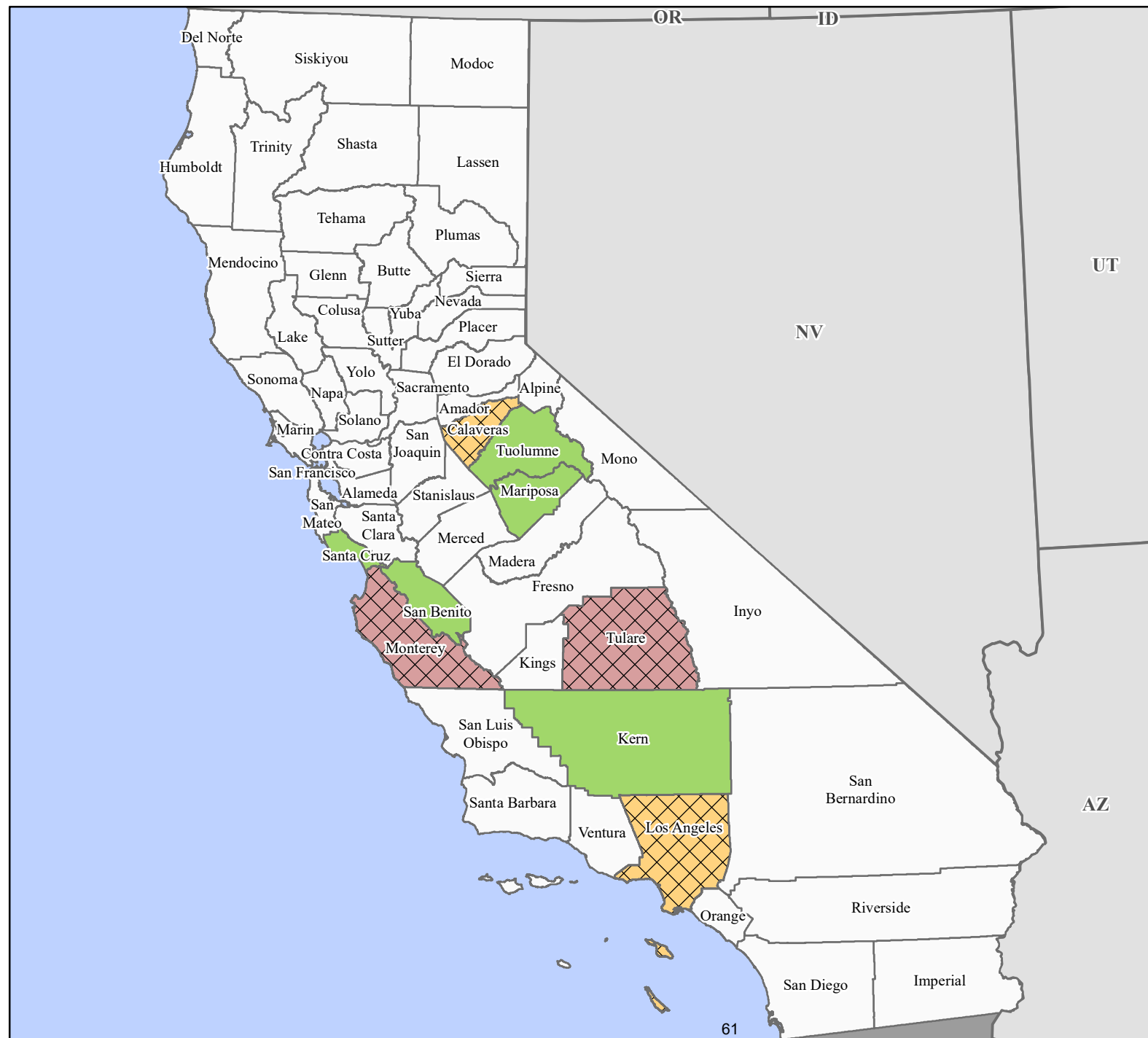


Data Sources:
FEMA, ESRI;
Initial Declaration: 01/14/2023
Disaster Federal Registry Notice:
Amendment #9: 02/22/2023
Datum: North American 1983
Projection: Lambert Conformal Conic

FEMA-4699-DR, California Disaster Declaration as of 04/03/2023



FEMA



Data Layer/Map Description:

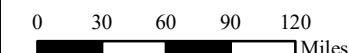
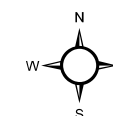
The types of assistance that have been designated for selected areas in the State of California.

All areas in the State of California are eligible to apply for assistance under the Hazard Mitigation Grant Program.

Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

Designated Counties

- No Designation
- Individual Assistance
- Individual Assistance and Public Assistance (Categories A - G)
- Public Assistance (Categories A - G)



Data Sources:

FEMA, ESRI;
 Initial Declaration: 04/03/2023
 Disaster Federal Registry Notice: 04/03/2023
 Datum: North American 1983
 Projection: Lambert Conformal Conic

RESOLUTION 3086

**RESOLUTION OF THE BOARD OF COMMISSIONERS
FOR THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
HOUSING CHOICE VOUCHER PROGRAM
TO UPDATE THE ADMINISTRATION PLAN BY PREFERENCE ADDITION**

WHEREAS, the Housing Authority of the County of Monterey (“HACM”) operates a housing choice voucher program; and

WHEREAS, HACM must maintain an Administration Plan; and

WHEREAS, HACM has the authority to add local preferences; and

WHEREAS, HACM desires to add a natural disaster preference

NOW, THEREFORE BE IT RESOLVED that the Housing Authority of the County of Monterey does hereby authorize the Executive Director to update the Administration Plan by adding the natural disaster preference as discussed in the Board Memo dated April 17, 2023 provided by Zulieka Boykin, making any necessary changes and corrections.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 24th day of April 2023, upon motion of _____,
seconded by _____ and carried by the following vote-to-wit:

AYES:

NOES:

ABSENT:

MEMORANDUM



TO: Board of Commissioners

FROM: Zulieka Boykin, Executive Director

RE: **Resolution 3087: PBV Policy Regarding Training, Environmental Review, and Subsidy Layering**

DATE: April 17, 2023

The Salinas Homekey Project is a conversion of a 103-room hotel located at 545 Work Street, Salinas, CA 93901 to 101 units of interim housing in the first year and permanent supportive housing afterwards for persons experiencing chronic homelessness. The project is part of the State of California (State) Homekey Program Initiative. HACM awarded 85 Section 8 PBV's with an approximate value of \$1,378,020 dollars annually.

Unfortunately, HACM and the City of Salinas received a Project Based Voucher violation on December 19, 2022, from the U.S. Department of Housing and Urban Development in reference to the City of Salinas Homekey project. The violation of 24 CFR 58.22 (a) Limitation on Activities Pending Clearance for Section 8 Project-based Vouchers. A request for a waiver of the violation was submitted and accepted by HUD with the following conditions for the Housing Authority:

1. HACM staff that conduct or approve HUD environmental reviews shall complete all modules of HUD's Web-Based Instructional System for Environmental Review (WISER), submission deadline April 18, 2023.
2. The City and HACM shall each develop policies and procedures for conducting environmental review of all HUD-funded projects. Training requirements, MOU utilization, coordination with project sponsors, subrecipients, and other partners before expending HUD or non-HUD funds. Submission deadline May 18, 2023.
3. The City and HACM shall execute an MOU outlining each agencies roles and responsibilities for HUD environmental reviews based on HUD Notice PIH 2013-07. Submission deadline June 17, 2023.

We have worked closely with the City of Salinas to prepare all required documents, training, and policies for submission to HUD before the submission deadline. Both HACM and the City of Salinas were granted a 60-day extension on the original deadlines. The violation letter and the email detailing the deadline extension dates are attached for reference.

The memorandum of understanding and the policies and procedures exceed requirements set by HUD to ensure that no future violations will be issued to project-based voucher issuance; as well as ensure that HACM staff is properly trained to administer and oversee the program. Additionally, there is a statement in the policy that emphasizes that it automatically updates as HUD updates the 24 CFR.

I am recommending that the Housing Authority of the County of Monterey approve the Policies & Procedures and the Memorandum of Understanding by resolution.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SALINAS LOCAL JURISDICTION AND THE
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY FOR THE
COMPLETION OF ENVIRONMENTAL REVIEWS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on April __, 2023 by and between the Housing Authority of the County of Monterey, an incorporated public housing authority (hereinafter referred to as the PHA) and the City of Salinas, a local jurisdiction, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as RE).

WHEREAS, the PHA is a housing choice voucher only PHA under Section 8 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to environmental reviews pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, the PHA may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the RE authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, the RE certifies it is authorized to: (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to the PHA; (2) accept jurisdiction of the Federal courts for enforcement of these environmental responsibilities; and (3) execute the certification portion of HUD's Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS the PHA requested the RE to complete the environmental review record with respect to the PHA's projects or activities pursuant to the conditions and provisions set forth in this MOU and the RE accepts responsibility to function as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the PHA and RE hereby agree as follows:

Article 1. Incorporation of recitals: The recitals set forth above are incorporated by reference as if fully set forth herein and made a part hereof.

Article 2. Duties and Responsibilities of RE:

1. RE will perform and/or manage all environmental reviews and prepare all necessary documentation in support of the environmental review record for all activities pursuant to the PHA's projects and any accompanying documents necessary to be submitted to HUD, in full compliance with:
 - a) HUD's "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58).
 - b) Section 102 of NEPA.
 - c) Related provisions of the Council on Environment Quality regulations contained in 40 CFR Parts 1500 through 1508; and
 - d) All other applicable Federal and State regulations.
2. Where appropriate and necessary in the environmental review process, RE will issue Findings of No Significant Impact (FONSI) or Findings of Significant Impact (FOSI), determine whether to hold public hearings, prepare environmental impact statements and records of decision, issue notices of FONSI and notices of intent to Request Release of Funds (RROF), and prepare requests for release of funds.
3. RE may retain consultants and experts for special reviews or investigations and obtain other outside services deemed necessary by RE to its functions hereunder. Prior to retaining any such experts, consultants, or outside services, RE shall discuss the need for and scope of such work or services with the PHA.

Article 3: Duties and Responsibilities of PHA:

1. PHA procures at PHA's expense and provides RE with all available project and environmental information needed by RE in connection with activities pursuant to this MOU, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law and regulations.
2. PHA provides RE with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately financed or non-federally assisted PHA financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this MOU and that are within the PHA's possession or control.
3. PHA serves as liaison with local community groups and residents regarding all aspects of RE services under this MOU, including, but not limited to, scheduling meetings, and participating in public meetings. PHA provides the RE with prior written notice of all meetings related to MOU services to allow the RE the opportunity to participate in such meetings.

4. PHA reimburses RE for expenses incurred for performing services under this MOU, including, but not limited to:
 - a. costs of publishing notices.
 - b. necessary travel expenses.
 - c. postage and express package delivery charges.
 - d. fees and expenses of experts, consultants and outside services retained by the RE.
 - e. RE's staff time devoted to performance of MOU services; and
 - f. actual costs incurred associated with any surveys or investigations.
5. PHA monitors environmental mitigation or procures such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.
6. PHA provides the Five Year and Annual Plans to the RE to facilitate integration between RE planning and PHA activities and projects that require environmental reviews, including development, modernization, or other capital activities.
7. PHA communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance.

Article 4: Duties and Responsibilities of RE for RE Projects:

1. RE procures at RE's expense and provides PHA with all available project and environmental information needed by PHA in connection with activities pursuant to this MOU, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law and regulations.
2. RE provides PHA with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately financed or non-federally assisted PHA financing, and any other documents and/or information requested by PHA that PHA reasonably believes is necessary to perform services required under this MOU and that are within the RE's possession or control.
3. RE serves as liaison with local community groups and residents regarding all aspects of RE services under this MOU, including, but not limited to, scheduling meetings, and participating in public meetings. RE provides the PHA with prior written notice of all meetings related to MOU services to allow the PHA the opportunity to participate in such meetings.
4. RE monitors environmental mitigation or procures such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.
5. RE communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance.

6. RE is responsible for providing an environmental review, subsidy layering information, and ensuring that all contracted units meet HUD's HQS standards for proposals selected in accordance with 24 CFR 983.51 to receive assistance such as Project Based Voucher units.

Article 5. Agreement terms

1. This MOU is effective for a period of 2 years or until terminated by the PHA pursuant to the provisions of this MOU.
2. PHA may terminate this MOU at any time by giving 90 days written notice to RE.
3. RE may terminate this MOU for cause upon 90 days' notice to PHA, including a statement of the reasons therefore, and after an opportunity for a hearing is afforded. As used herein, cause shall include any failure of PHA to promptly reimburse RE for costs, any other non-performance by PHA under this MOU or any material failure by PHA to comply with any term of this MOU.

ARTICLE 6. Conditions

1. No official, employee, or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this MOU, because of such party's execution or attempted execution of this MOU, or because of any breach thereof.
2. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this MOU that are not expressly addressed herein.
3. No changes or modifications to this MOU are binding unless made in writing and executed by the duly authorized officers of both the PHA and RE.
4. PHA and RE shall always observe and comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state, and local government now existing or hereinafter in effect, which may in any manner affect the performance of this MOU.
5. Whenever under this MOU either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of the MOU regardless of the number of times either party may have waived the performance, requirement, or condition.

HACM PROJECT BASED VOUCHER – ENVIRONMENTAL REVIEW AND SUBSIDY LAYERING POLICY

The Housing Authority of the County of Monterey’s Housing Choice Voucher program in accordance with HUD’s 24 CFR 983.51 review and select proposals for Project Based Vouchers. Once the proposal selection is complete the Housing Authority adheres to all HUD Rules and Regulations for issuance of the HAP and AHAP contracts.

Before the AHAP and HAP contracts can be executed the awardee must comply with CFR Part 50 and 58 Environmental Review Procedures. This policy will address the environmental review process for HUD funded projects, training requirements for staff, and the use of the HUD Memorandum outlining each agency’s roles and responsibilities in environmental reviews per PIH Notice 2013-07.

HACM STAFF TRAINING

Housing Authority staff working in the executive office, development department, finance department, and the housing choice voucher department must complete the following training on project-based vouchers. This training will be assigned to the department directors and assigned staff not all staff in the department has to complete the training. If at any time staff not included in the list below are assigned duties related to project-based vouchers will receive the appropriate training designated for the department assigned.

Executive Office

Training will consist of the project-based voucher overview process, complete HUD’s web-based instructional system for environmental review, and review 24 CFR PART 983 project-based voucher program information.

Development Department

Training will consist of the project-based voucher overview process, complete HUD’s web-based instructional system for environmental review, review 24 CFR PART 983 project-based voucher program information and complete a training seminar from an accredited third party on “Developing and Managing Project-Based Vouchers (PBV)”.

Finance Department

Training will consist of the project-based voucher overview process, complete HUD’s web-based instructional system for environmental review, review 24 CFR PART 983 project-based voucher program information and complete the following modules on HUD Exchange: Budget and Cost Allocation, VMS and Cash Management.

Housing Choice Voucher

Training will consist of the project-based voucher overview process, complete HUD's web-based instructional system for environmental review, review 24 CFR PART 983 project-based voucher program information and complete a training seminar from an accredited third party on "HCV Project Based Vouchers (HCVPBV)".

HACM ENVIRONMENTAL REVIEW MEMORANDUM OF UNDERSTANDING

The Housing Authority has a memorandum of understanding based on the example provided in HUD PIH Notice 2013-07. The MOU details the roles, responsibilities, and task for all agencies involved in the environmental review process. This MOU should be included in the file of the awarded proposal and all HACM staff must adhere to MOU before an AHAP or a HAP contract is executed. If the awarded agency does not meet the criteria of the MOU and/or HUD's Rules and Regulations for environmental reviews as outlined in CFR Part 50 and 58 the project-based voucher award maybe rescinded.

HACM PROJECT BASED VOUCHERS REQUEST FOR PROPOSAL PROCEDURES:

Step 1: HACM staff will identify if the Housing Authority has vouchers available for use as project-based. A PHA can use up to 20 percent of its authorized voucher units to project based units and in some cases a Housing Authority may use an additional 10 percent of authorized voucher units for PBV assistance. The use of vouchers for PBV units should be presented to the Board of Commissioners for approval; once approved the Housing Authority must notify HUD of its intent in accordance with 24 CFR 983.6(d). HUD approval is not required but you must inform them of the agency intent.

HUD submission must address the following:

1. The total amount of annual budget authority;
2. The percentage of annual budget authority available to be project-based; and
3. The total amount of annual budget authority the Housing Authority is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

Step 2: Staff create the Request for Proposal and before selecting an awardee the Housing Authority must ensure the proposal complies with HUD program regulations and requirements.

Step 3: Staff must verify that the awardee has met HUD regulations under CFR 24 Part 983.58 Environmental Review. Refer to flowchart for determination of level of environmental review required.

Step 4: Staff must verify that the awardee has met HUD regulations under CFR 24 Part 983.55 subsidy layering completion review.

Step 5: Staff must submit the AHAP contract for execution after the environmental review and subsidy layering review have successfully been completed.

Step 6: Staff must verify all HUD rules and regulations have been met including but not limited to the inspection of each contract unit in accordance with 24 CFR 983.103(b).

Step 7: The AHAP and the HAP contract must be executed by the Executive Director or his/her designee.

The environmental review process flowchart, subsidy layering requirements, and HUD and regulations are included in this policy as a reference. This policy is subject to change dependent upon changes initiated by HUD. Any changes to rules and regulations implemented by HUD supersede this policy and are automatically enforceable as of the HUD effective date.

EXHIBITS INCLUDED:

Environmental Review Process Flowchart

Environmental Review Project Information Form for Part 50 or Part 58 Reviews

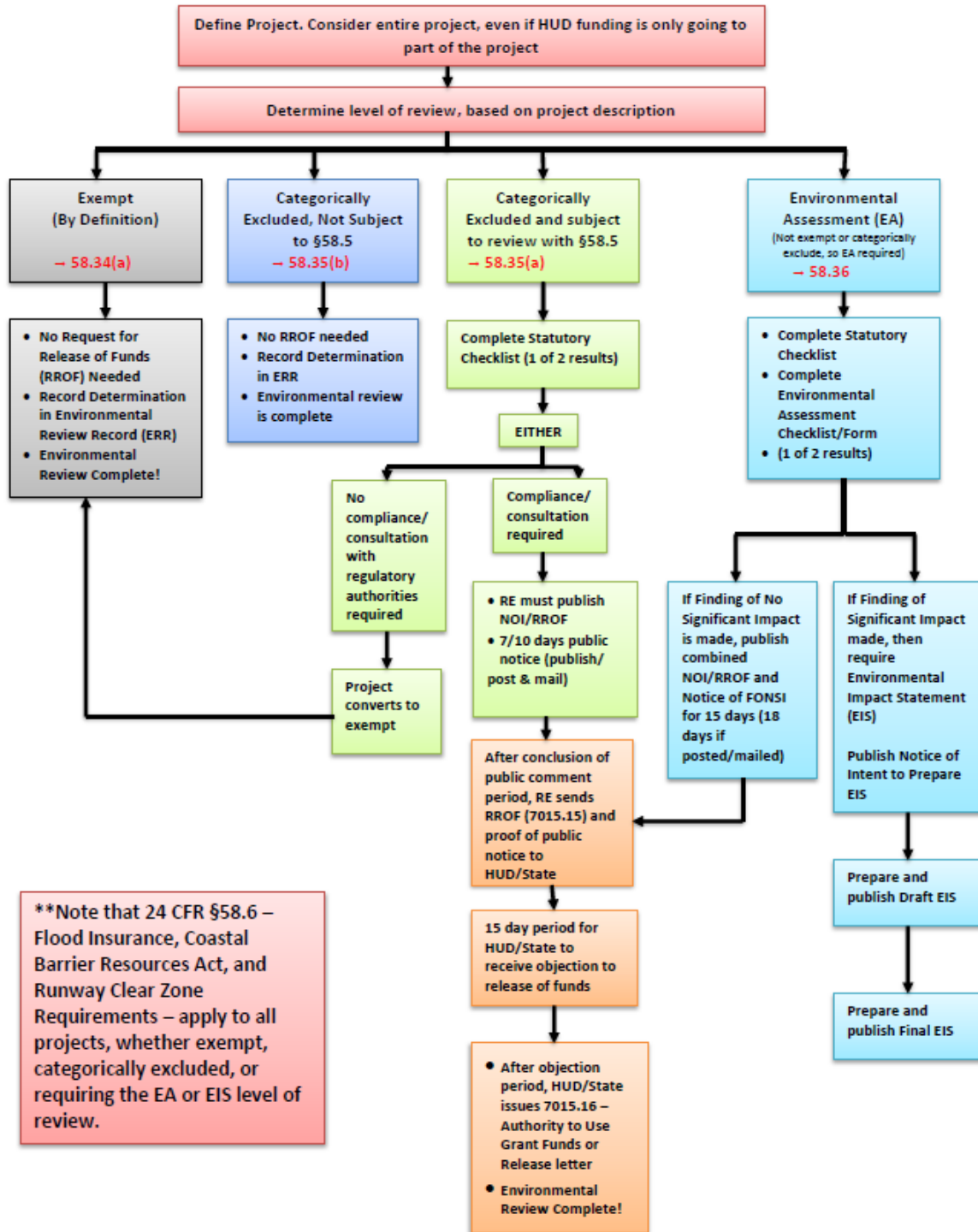
Authority to Use Grant Funds HUD Form 7015.16

Request for Release of Funds and Certification HUD Form 7015.15

Summary of Levels of Environmental Review & Documentation Required in ERR

Memorandum of Understanding between The City of Salinas Local Jurisdiction and the Housing Authority of the County of Monterey for the Completion of Environmental Reviews

Environmental Review Process (To Be Conducted by Responsible Entity)



Procedures for environmental review in accordance with 24 CFR Part 983.58
Environmental Review

Environmental Review: PBV activities are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The owner must obtain documentation of environmental clearance from the Responsible Entity (i.e. the city or county) that conducted or approved the environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into AHAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the Responsible Entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

PHA may not enter into an agreement to execute a HAP contract or AHAP contract with an owner, and a PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

§ 983.58 Environmental review.

(a) HUD environmental regulations. Activities under the Project Based Voucher program are subject to HUD environmental regulations in 24 CFR parts 50 and 58.

(b) Who performs the environmental review?

(1) Under 24 CFR part 58, a unit of general local government, a county or a state (the “responsible entity” or “RE”) is responsible for the federal environmental review under the National Environmental Policy Act of 1969 (42U.S.C. 4321 et seq.) and related applicable federal laws and authorities in accordance with 24 CFR 58.5 and 58.6.

(2) If a PHA objects in writing to having the RE perform the federal environmental review, or if the RE declines to perform it, then HUD may perform the review itself (24 CFR 58.11). 24 CFR part 50 governs HUD performance of the review.

(c) Existing housing. In the case of existing housing under this part 983, the RE that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

(d) Limitations on actions before completion of the environmental review.

(1) The PHA may not enter into an Agreement or HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until one of the following occurs:

(i) The responsible entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and HUD has given a release of funds, as defined in §983.3(b);

(ii) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(iii) HUD has performed an environmental review under 24 CFR part 50 and has notified the PHA in writing of environmental approval of the site.

(2) HUD will not approve the release of funds for PBV assistance under this part if the PHA, the owner, or any other party commits funds (i.e., enters an Agreement or HAP contract or otherwise incurs any costs or expenditures to be paid or reimbursed with such funds) before the PHA submits and HUD approves its request for release of funds (where such submission is required)

(e) PHA duty to supply information. The PHA must supply all available, relevant information necessary for the RE (or HUD, if applicable) to perform any required environmental review for any site.

(f) Mitigating measures. The PHA must require the owner to carry out mitigating measures required by the RE (or HUD, if applicable) as a result of the environmental review.

RESOLUTION 3087

**RESOLUTION OF THE BOARD OF COMMISSIONERS FOR
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
PROJECT BASED VOUCHER PROGRAM REGARDING TRAINING,
ENVIRONMENTAL REVIEW AND SUBSIDY LAYERING**

WHEREAS, the Housing Authority of the County of Monterey (“HACM”) operates a housing choice voucher program; and

WHEREAS, HACM administers a Project Based Voucher Program; and

WHEREAS, HACM desires to create an project based voucher policy for environmental reviews, subsidy layering reviews, and staff training policy; and

WHEREAS, HACM desires to create a memorandum of understanding for project based vouchers completion of an environmental review and subsidy layering roles and responsibilities with the City of Salinas and for use with other agencies; and

NOW, THEREFORE BE IT RESOLVED that the Housing Authority of the County of Monterey do hereby authorize the Executive Director to implement the project-based vouchers policy and the memorandum of understanding for environmental reviews and subsidy layering.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 24th day of April 2023, upon motion of _____, seconded by _____ and carried by the following vote-to-wit:

AYES:
NOES:
ABSENT:

MEMORANDUM

TO: Board of Commissioners

FROM: Zulieka Boykin, Executive Director

RE: **Resolution 3088: Approval of \$150,000 Payment to MCHI**

DATE: April 15, 2023



The Housing Authority of the County of Monterey (“HACM”), Monterey Housing Development Corporation (“HDC”) are separating from MCHI and MCHI Affordable Acquisitions, Inc (“MCHI AA”). The separation consists of several items and is extremely complicated due to the relationship between all entities. There are many financial and other resources discussed in a Memorandum of Understanding between all entities. The MOU (Memorandum of Understanding) will be finalized once the agency audits are completed by Novogradac, as of today we are waiting for FY2021 for all agencies.

Additionally, HACM is currently the property management company for three properties owned by MCHI and/or MCHI AA. The properties are Leo Myers, Jardines, and Parkside Two. As of May 1st, Leo Myers and Parkside Two will no longer be managed by HACM. Twenty units at Parkside Two that were vacant have already been turned over to MCHI as of April 01, 2023. Parkside Two Vacant Units Released to Owner

Unit #	Project	Unit Address	Bedroom Size
942049	1114 Parkside Street	B100	1 bedroom
942044	1114 Parkside Street	B103	1 bedroom
942048	1114 Parkside Street	B107	1 bedroom
942049	1114 Parkside Street	B108	1 bedroom
942050	1114 Parkside Street	B109	1 bedroom
942051	1114 Parkside Street	B110	1 bedroom
942052	1114 Parkside Street	B111	1 bedroom
942053	1114 Parkside Street	B112	1 bedroom
942054	1114 Parkside Street	B113	1 bedroom
942056	1114 Parkside Street	B115	1 bedroom
942058	1114 Parkside Street	B117	1 bedroom
942060	1114 Parkside Street	B119	1 bedroom
942061	1114 Parkside Street	B200	2 bedrooms
942063	1114 Parkside Street	B202	1 bedroom
942064	1114 Parkside Street	B203	1 bedroom
942066	1114 Parkside Street	B205	1 bedroom
942068	1114 Parkside Street	B207	1 bedroom
942070	1114 Parkside Street	B209	1 bedroom
942071	1114 Parkside Street	B210	1 bedroom
942076	1114 Parkside Street	B215	1 bedroom

The remaining twenty-eight units at Parkside Two will be released on April 30, 2023.

No units have been released for Leo Myers, but all forty-four units will be released on April 30, 2023. In addition to the units, all tenant files, keys, security deposits, reserve accounts, and/or related documents will be released to MCHI and MCHI AA. These properties receive funds from the HACM HCV program monthly and forms to change the deposit account have been submitted to MCHI Executive Director John Rose.

Please see attached Termination for property management of Parkside Two and Leo Myers.

Please see attached the Interim Property Management Agreement for the twenty units at Parkside Two.

The contract for property management of Jardines has not been received from MCHI at this time.

MCHI has also submitted an Owners Draw Request for one hundred fifty thousand dollars (\$150,000). The amount requested requires board approval before funds can be released. All funds for MCHI, MCHI AA, Jardines, Parkside Two, and Leo Myers have been recorded using HACM's interfund account. The interfund account is currently being reconciled by HACM accounting staff and reviewed by BDO USA.

Please see attached the draw request from Executive Director John Rose.

Attached is the original property management agreement for Parkside, which states that HACM has up to 180 days to turn over all cash, bank accounts, etc. once the agreement has been terminated. I did not find any guidelines for owner draw request. However, as indicated on the draw request received it is not specific to one property but instead listed as an Interfund request.

I strongly recommend the board considers the funds that will be transferred with the property management terminations and the effect this transaction will have on the interfund account before deciding.



MONTEREY COUNTY HOUSING, INC.
AND
MCHI AFFORDABLE ACQUISITIONS. INC.

mchi_ed@mc-housing.org

831-970-9252

April 3, 2023

Ms. Zulieka Boykin
Executive Director/Chief Executive Officer
Housing Authority County of Monterey
123 Rico Street
Salinas, CA 93907

RE: Property Management

Dear Ms. Boykin:

As you are aware, the Housing Authority County of Monterey (HACM) is currently the property manager of the following property owned by Monterey County Housing, Inc. (MCHI):

- Leo Meyer Senior Plaza (King City, CA, 44 units)

The HACM is also currently the property manager of the following property owned by MCHI Affordable Acquisitions, Inc. (MCHI/AA):

- Parkside Manor Two (Salinas, CA, 48 units)

In keeping with the termination options contained in the respective property management agreements for these properties please accept this as a formal notification that MCHI and MCHI/AA are terminating both property management agreements without cause effective May 1, 2023.

Respectfully,

John Rose
Executive Director

Physical Address
150 Cayuga Street, Suite 7
Salinas, CA 93901

Mailing Address
1522 Constitution Blvd, Suite 182
Salinas, CA 93906

Interim Property Management Agreement

THIS AGREEMENT is made this 30 day of January, 2023, between **MCHI Affordable Acquisitions, Inc.** (“Owner”), and the **Housing Authority of the County of Monterey** (“Agent”), to be effective the 30 day of January, 2023 (the “Effective Date”) and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows.

Section 1 APPOINTMENT OF MANAGING AGENT

1.1 APPOINTMENT AND ACCEPTANCE: Owner hereby engages Agent as its sole and exclusive property manager to lease and manage the property described in subsection 1.2 upon the terms and conditions provided herein. Agent accepts the engagement and agrees to furnish the services of its organization in accordance with the terms and provisions contained herein.

1.2 DESCRIPTION OF PROJECT: The property to be managed under this Agreement (the “Project”) is known as Parkside Two consisting of the land, buildings, and other improvements constituting the 48-unit apartment complex located at 1114 and 1115 Parkside Street, Salinas, CA 93906.

1.3 TERM: The initial term of this Agreement shall be for a term (the “Initial Term”) commencing on the Effective Date and ending on February 1, 2023. This Agreement shall be automatically be renewed for a period of one (1) month, and continued to be automatically renewed on a monthly basis, unless the Agreement is terminated by the Owner.

Section 2 INCORPORATION OF PRIOR AGREEMENT


2.1 ORIGINAL PROPERTY MANAGEMENT AGREEMENT: It is understood that there existed a prior property management agreement associated with the Project, dated as of March 1, 1999, by and between the Owner and Agent (“Original PMA”).

In addition to the Project, the Original PMA included properties that were sold in May of 2021, and at the request of the purchaser's lender to those properties that are outside the scope of the Project, the Original PMA was transferred in its entirety to the purchaser. Said transfer of the Original PMA gives rise to the need for this Agreement which only addresses the defined Project.

2.2 INCORPORATION BY REFERENCE: Save for the Agreement's paragraphs 1.2 and 1.3 (which replaces the Original PMA's definition of properties involved and the duration of the Agent's term), the Owner and Agent wish to incorporate by reference all of the provisions of the Original PMA (which is attached as Attachment A), and ignoring any and all references to Bond Financing Documents (including Loan Agreements), as the Project became debt free as of May, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

Agent : Housing Authority of the County of Monterey
123 Rico Street
Salinas, CA 93907

DocuSigned by:

F434B67AE5E94B6...

Zulieka Boykin
Executive Director

Owner : MCHI Affordable Acquisitions, Inc.
150 Cayuga Street, Suite 7
Salinas, CA 93901

John Rose
Executive Director

MCHI AFFORDABLE ACQUISITIONS, INC.
AND
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of March 1, 1999, by and between MCHI Affordable Acquisitions, Inc., a California nonprofit public benefit corporation (the "Owner"), and the Housing Authority of the County of Monterey, a public body, corporate and politic (the "Manager"), to provide Management Services (as hereafter defined) as set forth in this Agreement to such real property holdings of the Owner (the "Premises") as are listed in Exhibit A to this Agreement.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

1. **Effective Date.** This Agreement is effective as of the date first written above.
2. **Appointment and Acceptance.** The Owner appoints the Manager as its agent for the purposes set forth in this Agreement and subject to the terms and conditions set forth in this Agreement. The Manager accepts its appointment as agent subject to the terms and conditions set forth in this Agreement. The Parties, by this Agreement, intend to create an independent contractor relationship between them, and do not intend that this Agreement shall create a partnership, joint venture or employment relationship.
3. **Definitions.**
 - a. "Bond Financing Documents" means all of the documents related to the \$7,630,000 bond issuance by the Housing Authority of the County of Monterey Multi-Family Mortgage Revenue Bonds (Parkside Manor & Casanova Plaza Apartments Project), Series A, B and C (the "Bonds"), including without limitation, the Loan Agreement between Owner and Manager; Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing between Owner, as Trustor, and Norwest Bank Minnesota, N.A., as Beneficiary; and Tax Regulatory Agreement among Owner, Manager and Norwest Bank Minnesota, N.A., as Trustee.
 - b. "Gross Income" means all rents and revenue actually received by the Manager or the Owner from the Premises subject to this Agreement.
 - c. "Loan Agreement" means the Loan Agreement dated as of March 1, 1999 between the Owner and the Manager related to the issuance of the Bonds.
 - d. "Low Income Households" means individuals and families who are at or below eighty percent (80%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

e. "Lower Income Households" means individuals and families who are at or below sixty percent (60%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

f. "Manager" means the Housing Authority of the County of Monterey.

g. "Management Services" means the day-to-day management, rental, termination of tenancy, operation, maintenance and repair of the Premises.

h. "Owner" means MCHI Affordable Acquisitions, Inc.

i. "Parties" means the Owner and the Manager collectively.

j. "Party" means either the Owner or the Manager individually.

k. "Premises" means the real properties that are now or hereafter become subject to this Agreement.

l. "Special Services" means such services as are undertaken with the express prior approval of the Owner, such as tax or assessment appeals, appraisals, depositions, court appearances (other than eviction proceedings, which come within the definition of Management Services) and travel time to and from said Special Services.

m. "Very Low Income Households" means individuals and families who are at or below fifty percent (50%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

4. Manager's Compensation.

Management Fees. The Manager's fees for Management Services under this Agreement shall be Five Percent (5%) of Gross Income per month for each apartment or other living unit managed by Manager.

a. Fees for Special Services. The Manager's compensation for Special Services shall be as agreed in advance by the Owner and the Manager, and shall be based on the hourly rate of compensation for the personnel involved in rendering the Special Services, plus ten percent (10%) to reimburse the Manager for its office management expenses.

b. Due Date. All compensation pursuant to this Paragraph 4 shall be due and payable thirty (30) days after the Owner has received the invoice for such services, except for the Manager's fees for Management Services, which shall be payable on the tenth (10th) day of the month following rendition of such services.

c. Payment of Fee for Management Services. The Manager will pay itself its monthly management fee for Management Services on the tenth (10th) day of each month from

Gross Income. Such payment shall not constitute a waiver of any objection, claim or right of offset by the Owner against the Manager.

5. **Term.** The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement and shall be renewed automatically each year thereafter, unless terminated earlier in accordance with one of the following provisions:

a. By mutual consent of the Parties;

b. For good cause by either Party effective at the close of business on the last calendar day of any month with not less than thirty (30) days' written notice to the Party being terminated. Such notice shall specify the failure to perform and the steps necessary to cure. If the Party receiving notice of termination disputes the determination of cause for termination, any such termination shall be stayed pending the outcome of arbitration pursuant to the terms of this Agreement. Good cause includes, but is not limited to, the following:

(1) Either Party voluntarily or involuntarily becomes subject to the jurisdiction of the United States Bankruptcy Court; submits to a composition or other arrangement with its creditors; or becomes insolvent or unable to pay its obligations as they become due;

(2) Intentional misconduct or gross neglect of either Party's duties and obligations under this Agreement;

(3) Either Party breaches this Agreement in any material respect;

(4) Either Party violates its fiduciary duty to the other Party;

(5) Either Party fails to use reasonable business judgment in carrying out its duties under this Agreement; or

c. Without cause, by either of the Parties, effective at the close of business on the last calendar day of any month with not less than ninety (90) days' written notice to the other Party to this Agreement.

In case of termination, the Manager shall be paid within a reasonable time, not to exceed thirty (30) days, all fees earned as of the effective date of termination, together with any and all other unpaid sums due and owing to the Manager under this Agreement.

6. **Records and Accounts of the Owner.** At all times during the term of this Agreement, and any extensions of this Agreement, the Manager shall create, operate, protect, house and accurately maintain all the books and records of the Owner (the "Owner Records"). Such records include, but are not limited to, all general ledgers, all original books of entry, invoices, cancelled checks, payroll records, contracts and records of any kind or character regarding the Premises. The records shall at all times be available to the Owner, its agents and designees, for inspection, copying, review and analysis, and for any other business purposes. All

Owner Records shall be turned over to the Owner within thirty (30) working days after the effective date of termination of the Agreement.

a. Upon the termination of this Agreement, all cash, bank accounts and trust accounts shall be accounted for and surrendered to the Owner promptly, and in no event more than one hundred eighty (180) days after the effective date of termination of this Agreement. At all times until surrender of the Owner's accounts, the Manager shall remain responsible for deposits, payment of all expenses authorized by the Owner, and accounting for all receipts and expenses.

7. **Manager's Employees.** The number of employees, their job descriptions and salaries shall be determined solely by the Manager. All the Manager's employees shall be hired, supervised and discharged solely by the Manager. All the Manager's employees are under the direction and control of the Manager, and are not employees, agents or representatives of the Owner. The Manager shall be solely responsible for all compensation paid to its employees, and shall comply with all statutory or other payroll withholding requirements for its employees. The Manager will indemnify, defend, and hold the Owner free and harmless of and from any and all claims of any kind or character made by any of the Manager's employees, or any other person or entity arising out of or relating in any way to their employment by the Manager. It is intended that the Manager's agreement to indemnify and defend shall be as broad and all encompassing as allowed by the applicable law.

8. **Manager's Obligations.** The Manager shall undertake the following obligations in performance of this Agreement, subject to the Owner's approval of adequate budgets for such activities as set forth below. In the event a cost overrun occurs and the Owner does not approve a commensurate budget increase, then the Manager's obligations under this Agreement shall be limited accordingly. The Manager shall consult with the Owner prior to limiting the Manager's performance in the event a budget increase is not approved and shall modify its performance in such a manner as the Manager deems most appropriate in view of all relevant circumstances.

a. The Manager shall lease or rent the Premises in accordance with management plans approved by the Owner from time to time during the term of the Agreement, subject to the Owner's approval of adequate budgets therefor;

b. The Manager shall collect when due all rents, charges and other amounts receivable in connection with the management and operation of the Premises, and take all necessary and commercially reasonable measures to ensure that tenants qualify and comply with the terms of the rental agreement;

c. The Manager shall make or cause to be made and supervise ordinary and necessary repairs, alterations and decorating of the Premises;

d. The Manager shall undertake the restoration, rehabilitation, and remodeling of the Premises, subject to budgets approved by the Owner prior to any such undertaking;

e. The Manager shall purchase necessary supplies and services for the Premises and pay all bills for such supplies and services, but only in accordance with budgets approved on a periodic basis by the Owner. The Manager agrees to secure the prior approval of the Owner on all expenditures in excess of amounts appearing in any budgets approved by the Owner.

f. The Manager shall hire, discharge and supervise all labor and employees required to implement this Agreement;

g. The Manager shall take all necessary and commercially reasonable measures to properly and efficiently manage the Premises at all times during the term of this Agreement;

h. The Manager shall provide the necessary personnel and staffing to competently provide Management Services for the Premises to the Owner; and

i. The Manager shall provide Management Services under this Agreement in such a manner as is reasonably necessary to achieve and maintain the Owner's qualification as a charitable organization under Internal Revenue Code Section 501(c)(3).

j. Manage the Premises in accordance with the requirements of the Bond Financing Documents.

k. Perform all duties and obligations required of Owner under the Bond Financing Documents.

9. Accounts. All accounts and all funds of the Owner shall be kept in depositories insured by the Federal Deposit Insurance Corporation ("FDIC"), and shall be maintained in such a manner as to ensure to the fullest extent possible that such funds are fully insured.

a. Security Deposit Trust Accounts: The Manager shall collect security deposits. In collecting, handling and disbursing these funds, the Manager shall comply with applicable federal, state and local law. These funds shall be kept in separate accounts for each project or property. The balance of each such account shall at all times equal the aggregate of all outstanding obligations under such account.

b. Owner's General Funds: All other funds of the Owner with respect to the Premises shall be deposited in accounts in compliance with the requirements set forth in Section 4.12 of the Loan Agreement.

10. Disbursements. The Manager may disburse the Owner's funds only for the following purposes:

a. Security Deposit Accounts. Disbursements may be made from these accounts in accordance with applicable law only to:

(1) Pay the cost of any unpaid rent, approved charges or damage or unreasonable wear and tear caused by any tenant, or to reimburse the Owner for such payment; or

(2) Return to the tenant upon termination of the tenancy that portion of his or her deposit not used in accordance with subparagraph (1) above.

b. Owner's Funds. Manager shall make disbursements on behalf of the Owner from Owner's funds for the purposed, and in the order, set forth in the Bond Financing Documents, including:

(1) Pay when due any amounts payable under any mortgage, deed of trust, bond, debenture or other form of financing for which the Owner is obligated;

(2) Pay as due any taxes or assessments which are owed on the Premises;

(3) Pay the management fee as provided in this Agreement;

(4) Pay for all insurance as required by this Agreement;

(5) Pay the amounts necessary to cover the costs of the operation of the Premises which are specified in the annual budget;

(6) Pay for an independent annual audit as required by this Agreement;

(7) Pay for records and reports as required by of this Agreement;

(8) Pay for expenditures authorized for maintenance and repair in this Agreement;

(9) Pay for the costs, utilities and services as authorized in this Agreement;

(10) Pay reasonable attorney's fees and other necessary costs incurred;

(11) Pay expenses required by any expenses required by any financing or regulatory agreements applicable to the Premises;

(12) Pay any expenditures for restoration, remodeling or new construction only when and if approved by the Owner. and

(13) Pay any other expenses only when and if approved by the Owner.

In the event of any inconsistency between this Section 10 and the Bond Financing Documents, the Bond Financing Documents will control.

c. The Manager shall draw no checks except as set forth above, nor incur any obligation exceeding Ten Thousand Dollars (\$10,000.00) without prior written authority of the Owner, except as may be reasonably necessary for emergency repairs required to avoid injury to persons or property.

11. Insurance. The Manager shall procure and keep in effect at all times, insurance covering the Owner, the Manager and their respective operations. Insurance shall meet at a minimum the requirements as provided in the Loan Agreement, and shall include following:

- a. The perils of fire, lightning, wind, hail, explosion, smoke, riot, aircraft, vehicles, vandalism and burglary or contents;
- b. "All risk" protection on building and rental income;
- c. Liability for personal injury and property damage;
- d. Comprehensive general liability insurance in such amounts and with such coverage as may from time to time be determined by the Owner; and
- e. Business interruption insurance.

The companies from whom the insurance is purchased, the conditions in the contracts of insurance, and any additional beneficiaries of each policy shall be determined by the Owner. The coverage amount for personal injury shall not be less than One Million Dollars (\$1,000,000.00). All other coverage amounts shall be determined by the Owner. The Manager shall investigate and furnish the Owner with full written reports of all accidents occurring on or about the Premises or in connection with the operation of the Owner, or any claims or potential claims for damages arising out of such accidents, and Manager shall cooperate with the Owner and insurers in the investigation and settlement of such occurrences.

12. Indemnification. The Owner agrees to indemnify and save the Manager completely free and harmless from any and all costs, expenses, attorneys' fees, suits, demands or claims for damages, including, but not limited to, those arising out of or relating to any injury or death to any person or property of any kind whatsoever and to whomever belonging, relating to the Owner's acts or failure to act with respect to the Premises. The Manager agrees to defend and indemnify and save the Owner completely free and harmless from any and all costs, expenses, attorneys' fees, suits, demands or claims for damages, including, but not limited to, those arising out of or relating to any injury or death to any person or property of any kind whatsoever and to whomever belonging, relating to Manager's acts or failure to act with respect to the Premises, and relating to or arising out of Manager's failure to comply with the Manager's duties and obligations under this Agreement.

13. Records and Reports. In addition to requirements specified elsewhere in this Agreement, the Manager shall have the following responsibilities with respect to records and reports:

- a. The Manager, after consultation with the Owner, shall establish and maintain a comprehensive system of records, books and accounts. All records, books and accounts shall be subject to examination during regular hours of business by any authorized representative of the Owner on one (1) business day's notice.
- b. The Manager shall prepare and submit to the Owner and other parties when required, certifications of tenant income and rents for qualified tenants.
- c. The Manager shall make additional reports of income and expenses in a time and manner satisfactory to the Owner.
- d. The Manager shall at all times keep all financial records, books, accounts and other financial material relating to the operations in safe conditions and accessible to the Owner on one (1) business day's notice.
- e. The Manager shall make additional reports regarding vacancies on the Premises in a time and manner satisfactory to the Owner.
- f. The Manager shall cause the records of the Owner to be audited annually by an independent Certified Public Accountant approved by the Owner.

14. **Annual Budget.** The Manager shall submit to the Owner for approval a proposed operating budget not less than ninety (90) days prior to the beginning of each fiscal year. The proposed budget shall set forth the anticipated gross income of the Premises and a detailed estimate of all expenses of the Premises, separately for each property. Upon approval by the Owner, such proposed budget shall be the operating budget for the next fiscal year of the Premises. The operating budget may be modified from time to time with the written consent of the Owner.

15. **Maintenance and Repair.** The Manager shall cause the Premises to be maintained and repaired in a condition at all times acceptable to the Owner and consistent with the requirements of all applicable laws and regulations, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care and such other maintenance and repairs as may be necessary, subject to any limitations imposed by the Owner and to those limitations contained in this Agreement.

With respect to maintenance and repair, the following provisions shall apply:

- a. A preventative maintenance plan shall be developed by the Manager.
- b. Subject to the Owner's prior approval, the Manager shall contract with qualified and licensed independent contractors for repairs beyond the capability of the Manager's regular maintenance employees.

c. The Manager shall systematically and promptly receive and investigate all requests for maintenance or repair from tenants, take action thereon as may be justified and keep records of the same. Emergency requests shall be received and services provided on a 24-hour basis. The Manager shall maintain records of all service and maintenance requests.

d. Subject to the provisions of this Agreement and any budgets approved by the Owner for the Premises, Manager is authorized to purchase all materials, equipment, tools, appliances, supplies, labor and services necessary to ensure proper maintenance and repair.

e. The Manager has in its possession all plans and specifications regarding the Premises as built and copies of all guarantees and warranties pertinent to construction, fixtures and equipment on the Premises, which items are the property of the Owner and shall be transferred to the Owner (or the replacement property manager, if requested by the Owner) upon termination of this Agreement.

16. Utilities and Services. The Manager shall make arrangements for all utilities, sewage, rubbish collection, vermin extermination, decorating, laundry equipment, telephone service and such other services as are reasonably necessary to carry out this Agreement. The Manager has the authority to execute such contracts on behalf of the Owner as may be necessary to secure such services, subject to the limitations described in Paragraph 10 of the Agreement. The Owner shall assume the obligation of any contract so entered into upon termination of this Agreement.

17. Enforcement of Leases. The Manager shall endeavor to secure the full compliance of each tenant of the Premises with the terms of the tenant's lease. Attempts to obtain voluntary compliance with the lease by the tenants shall be emphasized.

18. Termination of Tenancies. The Manager shall take actions to terminate any tenancy where sufficient cause for such termination exists under the terms of any lease, regulatory agreement or other document, law, policy or regulation governing leasing of the Premises or eviction from the Premises. Termination of the tenancies shall be carried out pursuant to the procedures which have been referenced in the lease, or established by any regulatory agreement or other document, law, policy or regulation governing leasing of the Premises or eviction from the Premises. The Manager is authorized to retain legal counsel to inform, assist and carry out the decision to terminate a tenancy including bringing any necessary action. The Manager shall keep the Owner fully informed of the progress of such actions. No tenant is a third party beneficiary of this Agreement. Manager shall defend, indemnify and hold Owner harmless from any and all claims, damages (including attorney fees), and causes of action which may be made against Owner as a result of Manager's actions in terminating any tenancies, except for actions under specific direction from Owner or liability that arises from negligent or intentional acts of the Owner.

19. Compliance With Government Orders. The Manager will coordinate such action as may be necessary to comply promptly with all environmental directives and orders, whether imposed by federal, state, regional, county or municipal authorities, affecting the Premises or the Owner. However, except where expressly required by law or regulation, the Manager shall take

no such action except as agreed upon in advance by the Owner and the Manager. The Manager shall notify the Owner in writing of all notices, orders or requirements within seventy-two (72) hours of their receipt by the Manager. The cost of such compliance will be borne by the Owner, except to the extent that the governmental directive or order results from actions taken by the Manager without the express written direction or consent by the Owner.

20. **Nondiscrimination.** In the performance of its obligations under this Agreement, the Manager shall comply with the provisions of all federal, state or local laws prohibiting discrimination in housing on any grounds, including race, sex, sexual orientation, age, marital or family status, color, religion, national origin, ancestry, handicap or disability.

21. **Fidelity Bond.** The Manager shall at all times maintain a fidelity bond covering all its employees in an amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), at the Manager's expense.

22. **Bids, Discounts, Rebates and Commission.** The Manager shall use its best efforts to obtain contracts, materials, supplies and services on the most advantageous terms available to the Owner. The Manager shall secure and credit to the Owner's general account all discounts, rebates or commissions obtainable with respect to purchases, service contracts and all other transactions on the Owner's behalf.

23. **Assignment or Transfer.** This Agreement is not assignable or transferable in whole or in part by either Party without the express written consent of the other Party.

24. **Amendments.** No amendment to this Agreement shall be effective unless approved in writing by the Parties, signed by the authorized signatories the Parties, and, when required by law, regulation or agreement, by third parties required by such law, regulation, or agreement.

25. **Miscellaneous.**

a. This Agreement shall be enforceable by, and constitute a binding obligation upon, the Parties and their respective successors and assigns.

b. This Agreement constitutes the entire agreement between the Owner and the Manager with respect to the development, management and operation of the Premises, and no modification to this Agreement will be effective unless made in writing signed by the Parties and, when required by law, regulation or agreement, by such third parties as required by such law, regulation or agreement.

c. This Agreement may be executed in several counterparts, each of which shall constitute an original agreement and all of which shall constitute one and the same instrument.

d. Should legal action be commenced to enforce any obligation arising out of this Agreement or by law, the prevailing party in such action shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs.

e. Time is of the essence of this Agreement.

f. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

g. This Agreement shall be construed and enforced in accordance with California Law.

h. All headings are for reference only and shall not be construed as having substantive meaning or providing interpretation of the terms of this Agreement.

26. Notices. All notices required under this Agreement shall be in writing, either delivered by certified mail, postage prepaid, return receipt requested, or by a reputable delivery service with a delivery receipt. Notice shall be deemed communicated as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. The place to which notices shall be addressed to each Party appears after the signature below; provided, however, that each Party may change its notice address by giving notice in accordance with this paragraph.

27. Dispute Resolution.

a. Informal Dispute Resolution. The Parties to this Agreement desire to avoid the cost and delay attendant on litigation. To that end, the Parties agree that if any dispute arises relating to this Agreement, including, but not limited to, its meaning, interpretation, effect or the enforcement of the provisions of this Agreement, then the Party who believes a dispute has arisen will give written notice to the other Party that a dispute has arisen. For a period of thirty (30) days after the giving of such notice, the Parties shall attempt to resolve the dispute by informal discussions between themselves, using the services of a mediator, if both Parties agree that such a mediator would facilitate the resolution of the dispute. If the dispute is not resolved by informal discussion or mediation within said thirty (30)-day period, or if the Parties mutually agree in writing after a good faith attempt to resolve the dispute informally, by mediation or otherwise, that the dispute cannot be resolved informally, then the Parties agree to submit the dispute to binding arbitration.

b. Selection of Arbitrator. The Parties shall agree on a single arbitrator to hear the dispute. If the Parties cannot agree within ten (10) calendar days after the dispute becomes arbitrable under this paragraph, then the attorneys for the Parties shall agree on the arbitrator; if the attorneys cannot agree within ten (10) days after the selection of arbitrator is submitted to them, then the arbitrator shall be selected by the then presiding judge of the Superior Court in and for the County of Monterey. The arbitrator shall be selected by the presiding judge upon written application of either Party, who shall give fifteen (15) days' written

notice of such application to the other party. Each Party shall be entitled to nominate arbitrators to the presiding judge and shall serve a written statement concerning such nominee's qualifications, and a certificate under oath signed by both the Party and his or her attorney that neither the Party nor the attorney has had any business, personal or social relationship with such nominee within the preceding ten (10) years (excepting, however, the use of the nominee as a mediator or arbitrator in such capacity in other related or unrelated matters). The presiding judge shall select the arbitrator without any oral or written argument within twenty (20) days after submission of the selection to the presiding judge. If the presiding judge of the Superior Court of Monterey County is unable or unwilling to select the arbitrator as provided in this paragraph, then the provisions of California Code of Civil Procedure Section 1281.6 (or any successor sections) shall be followed to appoint three (3) neutral arbitrators.

c. Conduct of the Arbitration. The Parties waive the right to conduct any pre-arbitration discovery, except that the parties may demand the production of documents prior to the arbitration and depositions may be conducted as provided in Section 1283, if a witness cannot be compelled to attend the hearing, with the leave of the arbitrator. The Parties agree to exchange copies of all written documents which will be introduced as evidence at the arbitration; and to exchange a list of all witnesses to be called at the arbitration and a complete summary of the testimony of each such witness. Such exchange shall be complete twenty-five (25) calendar days prior to the commencement of any arbitration hearing. Failure to comply with this provision shall preclude the party from introducing such written document or oral testimony at the arbitration hearing. The arbitration shall commence on a date mutually agreeable to the Parties, which in no event shall be more than ninety (90) days from the selection of the arbitrators.

The arbitration shall be conducted in Monterey County, and the arbitrator shall make his or her determination not later than fifteen (15) days after the arbitration hearing has been concluded.

The arbitrator shall follow the applicable law, but shall not be authorized to award punitive damages to either party. The arbitrator may award attorneys' fees, costs, expenses and arbitrator's fees to the prevailing party in any arbitration proceeding. The arbitrator's award of such fees, costs and expenses shall be binding on the Parties. The arbitrator's determination of the prevailing Party shall be binding on the Parties.

Except as otherwise set forth in this Agreement, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act set forth in California Code of Civil Procedure Section 1280 et seq.

The arbitration award shall be binding on the Parties and may be reduced to judgment as provided by California law.

IN WITNESS WHEREOF, the Parties (by their duly authorized representatives) have executed this Agreement as of the date first written above.

OWNER

**MCHI Affordable Acquisitions, Inc. a
California nonprofit public benefit
corporation**

By: 
Its: President

**Address: 123 Rico Street
Salinas, CA 93907**

MANAGER

**Housing Authority of the County of
Monterey, a public body, corporate and
politic**

By: 
**Bill D. Thompson, Director of
Administrative Services**

**Address: 123 Rico Street
Salinas, CA 93907**

EXHIBIT A**LEGAL DESCRIPTION**

The land referred to in this grant deed is situated in the County of Monterey, City of Salinas, State of California, and is described as follows:

All that certain real property situate in the City of Salinas, Rancho El Sausal, County of Monterey, State of California, described as follows:

Beginning at the Southerly terminus of the Western boundary of Parkside Street (60 feet wide) as said street is shown on Map entitled, "Tract No. 480, Parkside Manor Unit No. 1", filed in Volume 8, "Cities and Towns", at Page 44, Monterey County Records; thence along the Southerly boundary of said Tract No. 480 and of that certain tract of land as described in Deed to Robert S. Kelly, et ux, recorded in Reel 676 of Official Records of Monterey County, California, at Page 462 therein

(1) S. 86° 48' 00" E., 622.53 feet; thence leave said boundary

(2) S. 04° 21' 00" W., 283.38 feet to the Northerly boundary of "Tract No. 324, Sherwood Gardens Addition No. 2", being shown upon Map filed for record in Volume 6 of "Cities and Towns", at Page 131, Records of Monterey County, California; thence along said Northerly boundary of Tract No. 324,

(3) N. 86° 31' 00" W., 753.71 feet to the corner common to Lots 7 and 8 of Block 1 of said Tract No. 324; thence leave boundary of Tract No. 324,

(4) N. 06° 12' 00" W., 271.93 feet to the Southwest corner of the beforementioned Tract No. 480, Parkside Manor; thence along the Southerly boundary thereof,

(5) N. 83° 43' 00" E., 180.67 feet to the before mentioned Westerly boundary of Parkside Street; thence along said line of street,

(6) S. 06° 17' 00" E., 18.70 feet to the place of beginning.

Excepting therefrom all that certain property as contained in the Deed from Ogo Associates, a general partnership to Salinas, a municipal corporation, recorded March 10, 1971 in Reel 691 of Official Records, at Page 1063.

Assessor's Parcel Number: 003-773-057

Attachment A

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this grant deed is situated in the County of Monterey, City of Monterey, State of California, and is described as follows:

Lots 5 and 6, in Block B-3, of First Addition to Del Monte Grove, in the City of Monterey, County of Monterey, State of California, according to the map filed October 6, 1892 in the office of the County Recorder of said County, in Map Book One, Cities and Towns, at Page 15.

Assessor's Parcel Number: 013-251-013

MCHI AFFORDABLE ACQUISITIONS, INC.

mchi_ed@mc-housing.org
831-970-9252

Check Request

Owner's Draw: 1A

Date : April 4, 2023

To:

Finance Department
Housing Authority Monterey County
123 Rico Street
Salinas, CA 93907

Description	Amount.
Owner's Draw from Interfund	\$100,000.00
Total Request:	\$100,000.00

Please issue check payable to **MCHI Affordable Acquisitions, Inc.** and email and/or text when check is ready to be picked up.

Thank you for your prompt attention to this matter.



John Rose
Executive Director

Physical Address
150 Cayuga Street, Suite 7
Salinas, CA 93901

Mailing Address
1522 Constitution Blvd, Suite 182
Salinas, CA 93906

MCHI AFFORDABLE ACQUISITIONS, INC.

mchi_ed@mc-housing.org
831-970-9252

Check Request

Owner's Draw: 1B

Date : April 4, 2023

To:

Finance Department
Housing Authority Monterey County
123 Rico Street
Salinas, CA 93907

Description	Amount.
Owner's Draw from Interfund	\$50,000.00
Total Request:	\$50,000.00

Please issue check payable to **MCHI Affordable Acquisitions, Inc.** and email and/or text when check is ready to be picked up.

Thank you for your prompt attention to this matter.



John Rose
Executive Director

Physical Address
150 Cayuga Street, Suite 7
Salinas, CA 93901

Mailing Address
1522 Constitution Blvd, Suite 182
Salinas, CA 93906

Interim Property Management Agreement Addendum

This Addendum is made this 30th day of March, 2023, between **MCHI Affordable Acquisitions, Inc.** (“Owner”), and the **Housing Authority of the County of Monterey** (“Agent”), and modifies the Interim Property Management Agreement dated as of January 31, 2023 (the “Agreement”), and shall be effective the 1st day of April, 2023 (the “Effective Date”) and modifies the number of units in the Agreement’s Project.

Section 1 APPOINTMENT OF MANAGING AGENT

1.1 APPOINTMENT AND ACCEPTANCE: Owner hereby engages Agent as its sole and exclusive property manager to lease and manage the property described in subsection 1.2, with the notable exception of units detailed in subsection 1.2.1, upon the terms and conditions provided herein. Agent accepts the engagement and agrees to furnish the services of its organization in accordance with the terms and provisions contained in the Agreement.

1.2 DESCRIPTION OF PROJECT: The property to be managed under the Agreement (the “Project”) is known as Parkside Two consisting of the land, buildings, and other improvements constituting the 48-unit apartment complex located at 1114 and 1115 Parkside Street, Salinas, CA 93906.

1.2.1 The following units are being removed from the original 48 unit Project:

UNIT NO.	PROJECT/UNIT ADDRESS	No. Beds
942049	1114 PARKSIDE ST. #B100	1
942044	1114 PARKSIDE ST. #B103	1
942048	1114 PARKSIDE ST. #B107	1
942049	1114 PARKSIDE ST. #B108	1
942050	1114 PARKSIDE ST. #B109	1
942051	1114 PARKSIDE ST. #B110	1
942052	1114 PARKSIDE ST. #B111	1
942053	1114 PARKSIDE ST. #B112	1
942054	1114 PARKSIDE ST. #B113	1
942056	1114 PARKSIDE ST. #B115	1
942058	1114 PARKSIDE ST. #B117	1
942060	1114 PARKSIDE ST. #B119	1
942061	1114 PARKSIDE ST. #B200	2
942063	1114 PARKSIDE ST. #B202	1
942064	1114 PARKSIDE ST. #B203	1
942066	1114 PARKSIDE ST. #B205	1
942068	1114 PARKSIDE ST. #B207	1
942070	1114 PARKSIDE ST. #B209	1
942071	1114 PARKSIDE ST. #B210	1
942076	1114 PARKSIDE ST. #B215	1

1.3 TERM: The term of Agreement is unchanged. The Agreement shall continue to be month to month and be automatically renewed on a monthly basis, unless the Agreement is terminated by the Owner.

Section 2 INCORPORATION OF A PRIOR AGREEMENT

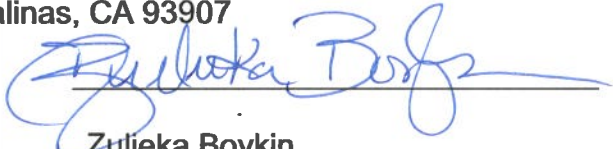
2.1 ORIGINAL PROPERTY MANAGEMENT AGREEMENT: It is understood that there existed a prior property management agreement associated with the Project, dated as of March 1, 1999, by and between the Owner and Agent ("Original PMA").

In addition to the Project, the Original PMA included properties that were sold in May of 2021, and at the request of the purchaser's lender to those properties that are outside the scope of the Project, the Original PMA was transferred in its entirety to the purchaser. Said transfer of the Original PMA gave rise to the need for the Agreement which only addresses the defined Project, as modified in this Amendment's subsection 1.2.1

2.2 INCORPORATION BY REFERENCE: Save for the Agreement's paragraphs 1.2 and 1.3 (which replaces the Original PMA's definition of properties involved and the Amendment's Section 1.2.1 and the duration of the Agent's term), the Owner and Agent wish to incorporate by reference all of the provisions of the Original PMA (which is attached as Attachment A), and ignoring any and all references to Bond Financing Documents (including Loan Agreements), as the Project became debt free as of May, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date mentioned above.

Agent : Housing Authority of the County of Monterey
123 Rico Street
Salinas, CA 93907



Zulieka Boykin
Executive Director

Owner : MCHI Affordable Acquisitions, Inc.
150 Cayuga Street, Suite 7
Salinas, CA 93901



John Rose
Executive Director

MCHI AFFORDABLE ACQUISITIONS, INC.
AND
HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of March 1, 1999, by and between MCHI Affordable Acquisitions, Inc., a California nonprofit public benefit corporation (the "Owner"), and the Housing Authority of the County of Monterey, a public body, corporate and politic (the "Manager"), to provide Management Services (as hereafter defined) as set forth in this Agreement to such real property holdings of the Owner (the "Premises") as are listed in Exhibit A to this Agreement.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

1. Effective Date. This Agreement is effective as of the date first written above.

2. Appointment and Acceptance. The Owner appoints the Manager as its agent for the purposes set forth in this Agreement and subject to the terms and conditions set forth in this Agreement. The Manager accepts its appointment as agent subject to the terms and conditions set forth in this Agreement. The Parties, by this Agreement, intend to create an independent contractor relationship between them, and do not intend that this Agreement shall create a partnership, joint venture or employment relationship.

3. Definitions.

a. "Bond Financing Documents" means all of the documents related to the \$7,630,000 bond issuance by the Housing Authority of the County of Monterey Multi-Family Mortgage Revenue Bonds (Parkside Manor & Casanova Plaza Apartments Project), Series A, B and C (the "Bonds"), including without limitation, the Loan Agreement between Owner and Manager; Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing between Owner, as Trustor, and Norwest Bank Minnesota, N.A., as Beneficiary; and Tax Regulatory Agreement among Owner, Manager and Norwest Bank Minnesota, N.A., as Trustee.

b. "Gross Income" means all rents and revenue actually received by the Manager or the Owner from the Premises subject to this Agreement.

c. "Loan Agreement" means the Loan Agreement dated as of March 1, 1999 between the Owner and the Manager related to the issuance of the Bonds.

d. "Low Income Households" means individuals and families who are at or below eighty percent (80%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

e. "Lower Income Households" means individuals and families who are at or below sixty percent (60%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

f. "Manager" means the Housing Authority of the County of Monterey.

g. "Management Services" means the day-to-day management, rental, termination of tenancy, operation, maintenance and repair of the Premises.

h. "Owner" means MCHI Affordable Acquisitions, Inc.

i. "Parties" means the Owner and the Manager collectively.

j. "Party" means either the Owner or the Manager individually.

k. "Premises" means the real properties that are now or hereafter become subject to this Agreement.

l. "Special Services" means such services as are undertaken with the express prior approval of the Owner, such as tax or assessment appeals, appraisals, depositions, court appearances (other than eviction proceedings, which come within the definition of Management Services) and travel time to and from said Special Services.

m. "Very Low Income Households" means individuals and families who are at or below fifty percent (50%) of the County median income for Monterey County in which the Premises are situated, as adjusted for family size.

4. Manager's Compensation.

Management Fees. The Manager's fees for Management Services under this Agreement shall be Five Percent (5%) of Gross Income per month for each apartment or other living unit managed by Manager.

a. Fees for Special Services. The Manager's compensation for Special Services shall be as agreed in advance by the Owner and the Manager, and shall be based on the hourly rate of compensation for the personnel involved in rendering the Special Services, plus ten percent (10%) to reimburse the Manager for its office management expenses.

b. Due Date. All compensation pursuant to this Paragraph 4 shall be due and payable thirty (30) days after the Owner has received the invoice for such services, except for the Manager's fees for Management Services, which shall be payable on the tenth (10th) day of the month following rendition of such services.

c. Payment of Fee for Management Services. The Manager will pay itself its monthly management fee for Management Services on the tenth (10th) day of each month from

Gross Income. Such payment shall not constitute a waiver of any objection, claim or right of offset by the Owner against the Manager.

5. Term. The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement and shall be renewed automatically each year thereafter, unless terminated earlier in accordance with one of the following provisions:

a. By mutual consent of the Parties;

b. For good cause by either Party effective at the close of business on the last calendar day of any month with not less than thirty (30) days' written notice to the Party being terminated. Such notice shall specify the failure to perform and the steps necessary to cure. If the Party receiving notice of termination disputes the determination of cause for termination, any such termination shall be stayed pending the outcome of arbitration pursuant to the terms of this Agreement. Good cause includes, but is not limited to, the following:

(1) Either Party voluntarily or involuntarily becomes subject to the jurisdiction of the United States Bankruptcy Court; submits to a composition or other arrangement with its creditors; or becomes insolvent or unable to pay its obligations as they become due;

(2) Intentional misconduct or gross neglect of either Party's duties and obligations under this Agreement;

(3) Either Party breaches this Agreement in any material respect;

(4) Either Party violates its fiduciary duty to the other Party;

(5) Either Party fails to use reasonable business judgment in carrying out its duties under this Agreement; or

c. Without cause, by either of the Parties, effective at the close of business on the last calendar day of any month with not less than ninety (90) days' written notice to the other Party to this Agreement.

In case of termination, the Manager shall be paid within a reasonable time, not to exceed thirty (30) days, all fees earned as of the effective date of termination, together with any and all other unpaid sums due and owing to the Manager under this Agreement.

6. Records and Accounts of the Owner. At all times during the term of this Agreement, and any extensions of this Agreement, the Manager shall create, operate, protect, house and accurately maintain all the books and records of the Owner (the "Owner Records"). Such records include, but are not limited to, all general ledgers, all original books of entry, invoices, cancelled checks, payroll records, contracts and records of any kind or character regarding the Premises. The records shall at all times be available to the Owner, its agents and designees, for inspection, copying, review and analysis, and for any other business purposes. All

Owner Records shall be turned over to the Owner within thirty (30) working days after the effective date of termination of the Agreement.

a. Upon the termination of this Agreement, all cash, bank accounts and trust accounts shall be accounted for and surrendered to the Owner promptly, and in no event more than one hundred eighty (180) days after the effective date of termination of this Agreement. At all times until surrender of the Owner's accounts, the Manager shall remain responsible for deposits, payment of all expenses authorized by the Owner, and accounting for all receipts and expenses.

7. **Manager's Employees.** The number of employees, their job descriptions and salaries shall be determined solely by the Manager. All the Manager's employees shall be hired, supervised and discharged solely by the Manager. All the Manager's employees are under the direction and control of the Manager, and are not employees, agents or representatives of the Owner. The Manager shall be solely responsible for all compensation paid to its employees, and shall comply with all statutory or other payroll withholding requirements for its employees. The Manager will indemnify, defend, and hold the Owner free and harmless of and from any and all claims of any kind or character made by any of the Manager's employees, or any other person or entity arising out of or relating in any way to their employment by the Manager. It is intended that the Manager's agreement to indemnify and defend shall be as broad and all encompassing as allowed by the applicable law.

8. **Manager's Obligations.** The Manager shall undertake the following obligations in performance of this Agreement, subject to the Owner's approval of adequate budgets for such activities as set forth below. In the event a cost overrun occurs and the Owner does not approve a commensurate budget increase, then the Manager's obligations under this Agreement shall be limited accordingly. The Manager shall consult with the Owner prior to limiting the Manager's performance in the event a budget increase is not approved and shall modify its performance in such a manner as the Manager deems most appropriate in view of all relevant circumstances.

a. The Manager shall lease or rent the Premises in accordance with management plans approved by the Owner from time to time during the term of the Agreement, subject to the Owner's approval of adequate budgets therefor;

b. The Manager shall collect when due all rents, charges and other amounts receivable in connection with the management and operation of the Premises, and take all necessary and commercially reasonable measures to ensure that tenants qualify and comply with the terms of the rental agreement;

c. The Manager shall make or cause to be made and supervise ordinary and necessary repairs, alterations and decorating of the Premises;

d. The Manager shall undertake the restoration, rehabilitation, and remodeling of the Premises, subject to budgets approved by the Owner prior to any such undertaking;

e. The Manager shall purchase necessary supplies and services for the Premises and pay all bills for such supplies and services, but only in accordance with budgets approved on a periodic basis by the Owner. The Manager agrees to secure the prior approval of the Owner on all expenditures in excess of amounts appearing in any budgets approved by the Owner.

f. The Manager shall hire, discharge and supervise all labor and employees required to implement this Agreement;

g. The Manager shall take all necessary and commercially reasonable measures to properly and efficiently manage the Premises at all times during the term of this Agreement;

h. The Manager shall provide the necessary personnel and staffing to competently provide Management Services for the Premises to the Owner; and

i. The Manager shall provide Management Services under this Agreement in such a manner as is reasonably necessary to achieve and maintain the Owner's qualification as a charitable organization under Internal Revenue Code Section 501(c)(3).

j. Manage the Premises in accordance with the requirements of the Bond Financing Documents.

k. Perform all duties and obligations required of Owner under the Bond Financing Documents.

9. Accounts. All accounts and all funds of the Owner shall be kept in depositories insured by the Federal Deposit Insurance Corporation ("FDIC"), and shall be maintained in such a manner as to ensure to the fullest extent possible that such funds are fully insured.

a. Security Deposit Trust Accounts: The Manager shall collect security deposits. In collecting, handling and disbursing these funds, the Manager shall comply with applicable federal, state and local law. These funds shall be kept in separate accounts for each project or property. The balance of each such account shall at all times equal the aggregate of all outstanding obligations under such account.

b. Owner's General Funds: All other funds of the Owner with respect to the Premises shall be deposited in accounts in compliance with the requirements set forth in Section 4.12 of the Loan Agreement.

10. Disbursements. The Manager may disburse the Owner's funds only for the following purposes:

a. Security Deposit Accounts. Disbursements may be made from these accounts in accordance with applicable law only to:

(1) Pay the cost of any unpaid rent, approved charges or damage or unreasonable wear and tear caused by any tenant, or to reimburse the Owner for such payment; or

(2) Return to the tenant upon termination of the tenancy that portion of his or her deposit not used in accordance with subparagraph (1) above.

b. Owner's Funds. Manager shall make disbursements on behalf of the Owner from Owner's funds for the purposed, and in the order, set forth in the Bond Financing Documents, including:

(1) Pay when due any amounts payable under any mortgage, deed of trust, bond, debenture or other form of financing for which the Owner is obligated;

(2) Pay as due any taxes or assessments which are owed on the Premises;

(3) Pay the management fee as provided in this Agreement;

(4) Pay for all insurance as required by this Agreement;

(5) Pay the amounts necessary to cover the costs of the operation of the Premises which are specified in the annual budget;

(6) Pay for an independent annual audit as required by this Agreement;

(7) Pay for records and reports as required by of this Agreement;

(8) Pay for expenditures authorized for maintenance and repair in this Agreement;

(9) Pay for the costs, utilities and services as authorized in this Agreement;

(10) Pay reasonable attorney's fees and other necessary costs incurred;

(11) Pay expenses required by any expenses required by any financing or regulatory agreements applicable to the Premises:

(12) Pay any expenditures for restoration, remodeling or new construction only when and if approved by the Owner. and

(13) Pay any other expenses only when and if approved by the Owner.

In the event of any inconsistency between this Section 10 and the Bond Financing Documents, the Bond Financing Documents will control.

c. The Manager shall draw no checks except as set forth above, nor incur any obligation exceeding Ten Thousand Dollars (\$10,000.00) without prior written authority of the Owner, except as may be reasonably necessary for emergency repairs required to avoid injury to persons or property.

11. **Insurance.** The Manager shall procure and keep in effect at all times, insurance covering the Owner, the Manager and their respective operations. Insurance shall meet at a minimum the requirements as provided in the Loan Agreement, and shall include following:

- a. The perils of fire, lightning, wind, hail, explosion, smoke, riot, aircraft, vehicles, vandalism and burglary or contents;
- b. "All risk" protection on building and rental income;
- c. Liability for personal injury and property damage;
- d. Comprehensive general liability insurance in such amounts and with such coverage as may from time to time be determined by the Owner; and
- e. Business interruption insurance.

The companies from whom the insurance is purchased, the conditions in the contracts of insurance, and any additional beneficiaries of each policy shall be determined by the Owner. The coverage amount for personal injury shall not be less than One Million Dollars (\$1,000,000.00). All other coverage amounts shall be determined by the Owner. The Manager shall investigate and furnish the Owner with full written reports of all accidents occurring on or about the Premises or in connection with the operation of the Owner, or any claims or potential claims for damages arising out of such accidents, and Manager shall cooperate with the Owner and insurers in the investigation and settlement of such occurrences.

12. **Indemnification.** The Owner agrees to indemnify and save the Manager completely free and harmless from any and all costs, expenses, attorneys' fees, suits, demands or claims for damages, including, but not limited to, those arising out of or relating to any injury or death to any person or property of any kind whatsoever and to whomever belonging, relating to the Owner's acts or failure to act with respect to the Premises. The Manager agrees to defend and indemnify and save the Owner completely free and harmless from any and all costs, expenses, attorneys' fees, suits, demands or claims for damages, including, but not limited to, those arising out of or relating to any injury or death to any person or property of any kind whatsoever and to whomever belonging, relating to Manager's acts or failure to act with respect to the Premises, and relating to or arising out of Manager's failure to comply with the Manager's duties and obligations under this Agreement.

13. **Records and Reports.** In addition to requirements specified elsewhere in this Agreement, the Manager shall have the following responsibilities with respect to records and reports:

a. The Manager, after consultation with the Owner, shall establish and maintain a comprehensive system of records, books and accounts. All records, books and accounts shall be subject to examination during regular hours of business by any authorized representative of the Owner on one (1) business day's notice.

b. The Manager shall prepare and submit to the Owner and other parties when required, certifications of tenant income and rents for qualified tenants.

c. The Manager shall make additional reports of income and expenses in a time and manner satisfactory to the Owner.

d. The Manager shall at all times keep all financial records, books, accounts and other financial material relating to the operations in safe conditions and accessible to the Owner on one (1) business day's notice.

e. The Manager shall make additional reports regarding vacancies on the Premises in a time and manner satisfactory to the Owner.

f. The Manager shall cause the records of the Owner to be audited annually by an independent Certified Public Accountant approved by the Owner.

14. **Annual Budget.** The Manager shall submit to the Owner for approval a proposed operating budget not less than ninety (90) days prior to the beginning of each fiscal year. The proposed budget shall set forth the anticipated gross income of the Premises and a detailed estimate of all expenses of the Premises, separately for each property. Upon approval by the Owner, such proposed budget shall be the operating budget for the next fiscal year of the Premises. The operating budget may be modified from time to time with the written consent of the Owner.

15. **Maintenance and Repair.** The Manager shall cause the Premises to be maintained and repaired in a condition at all times acceptable to the Owner and consistent with the requirements of all applicable laws and regulations, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care and such other maintenance and repairs as may be necessary, subject to any limitations imposed by the Owner and to those limitations contained in this Agreement.

With respect to maintenance and repair, the following provisions shall apply:

a. A preventative maintenance plan shall be developed by the Manager.

b. Subject to the Owner's prior approval, the Manager shall contract with qualified and licensed independent contractors for repairs beyond the capability of the Manager's regular maintenance employees.

c. The Manager shall systematically and promptly receive and investigate all requests for maintenance or repair from tenants, take action thereon as may be justified and keep records of the same. Emergency requests shall be received and services provided on a 24-hour basis. The Manager shall maintain records of all service and maintenance requests.

d. Subject to the provisions of this Agreement and any budgets approved by the Owner for the Premises, Manager is authorized to purchase all materials, equipment, tools, appliances, supplies, labor and services necessary to ensure proper maintenance and repair.

e. The Manager has in its possession all plans and specifications regarding the Premises as built and copies of all guarantees and warranties pertinent to construction, fixtures and equipment on the Premises, which items are the property of the Owner and shall be transferred to the Owner (or the replacement property manager, if requested by the Owner) upon termination of this Agreement..

16. Utilities and Services. The Manager shall make arrangements for all utilities, sewage, rubbish collection, vermin extermination, decorating, laundry equipment, telephone service and such other services as are reasonably necessary to carry out this Agreement. The Manager has the authority to execute such contracts on behalf of the Owner as may be necessary to secure such services, subject to the limitations described in Paragraph 10 of the Agreement. The Owner shall assume the obligation of any contract so entered into upon termination of this Agreement.

17. Enforcement of Leases. The Manager shall endeavor to secure the full compliance of each tenant of the Premises with the terms of the tenant's lease. Attempts to obtain voluntary compliance with the lease by the tenants shall be emphasized.

18. Termination of Tenancies. The Manager shall take actions to terminate any tenancy where sufficient cause for such termination exists under the terms of any lease, regulatory agreement or other document, law, policy or regulation governing leasing of the Premises or eviction from the Premises. Termination of the tenancies shall be carried out pursuant to the procedures which have been referenced in the lease, or established by any regulatory agreement or other document, law, policy or regulation governing leasing of the Premises or eviction from the Premises. The Manager is authorized to retain legal counsel to inform, assist and carry out the decision to terminate a tenancy including bringing any necessary action. The Manager shall keep the Owner fully informed of the progress of such actions. No tenant is a third party beneficiary of this Agreement. Manager shall defend, indemnify and hold Owner harmless from any and all claims, damages (including attorney fees), and causes of action which may be made against Owner as a result of Manager's actions in terminating any tenancies, except for actions under specific direction from Owner or liability that arises from negligent or intentional acts of the Owner.

19. Compliance With Government Orders. The Manager will coordinate such action as may be necessary to comply promptly with all environmental directives and orders, whether imposed by federal, state, regional, county or municipal authorities, affecting the Premises or the Owner. However, except where expressly required by law or regulation, the Manager shall take

no such action except as agreed upon in advance by the Owner and the Manager. The Manager shall notify the Owner in writing of all notices, orders or requirements within seventy-two (72) hours of their receipt by the Manager. The cost of such compliance will be borne by the Owner, except to the extent that the governmental directive or order results from actions taken by the Manager without the express written direction or consent by the Owner.

20. **Nondiscrimination.** In the performance of its obligations under this Agreement, the Manager shall comply with the provisions of all federal, state or local laws prohibiting discrimination in housing on any grounds, including race, sex, sexual orientation, age, marital or family status, color, religion, national origin, ancestry, handicap or disability.

21. **Fidelity Bond.** The Manager shall at all times maintain a fidelity bond covering all its employees in an amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), at the Manager's expense.

22. **Bids, Discounts, Rebates and Commission.** The Manager shall use its best efforts to obtain contracts, materials, supplies and services on the most advantageous terms available to the Owner. The Manager shall secure and credit to the Owner's general account all discounts, rebates or commissions obtainable with respect to purchases, service contracts and all other transactions on the Owner's behalf.

23. **Assignment or Transfer.** This Agreement is not assignable or transferable in whole or in part by either Party without the express written consent of the other Party.

24. **Amendments.** No amendment to this Agreement shall be effective unless approved in writing by the Parties, signed by the authorized signatories the Parties, and, when required by law, regulation or agreement, by third parties required by such law, regulation, or agreement.

25. **Miscellaneous.**

a. This Agreement shall be enforceable by, and constitute a binding obligation upon, the Parties and their respective successors and assigns.

b. This Agreement constitutes the entire agreement between the Owner and the Manager with respect to the development, management and operation of the Premises, and no modification to this Agreement will be effective unless made in writing signed by the Parties and, when required by law, regulation or agreement, by such third parties as required by such law, regulation or agreement.

c. This Agreement may be executed in several counterparts, each of which shall constitute an original agreement and all of which shall constitute one and the same instrument.

d. Should legal action be commenced to enforce any obligation arising out of this Agreement or by law, the prevailing party in such action shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorneys' fees and costs.

e. Time is of the essence of this Agreement.

f. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

g. This Agreement shall be construed and enforced in accordance with California Law.

h. All headings are for reference only and shall not be construed as having substantive meaning or providing interpretation of the terms of this Agreement.

26. **Notices.** All notices required under this Agreement shall be in writing, either delivered by certified mail, postage prepaid, return receipt requested, or by a reputable delivery service with a delivery receipt. Notice shall be deemed communicated as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. The place to which notices shall be addressed to each Party appears after the signature below; provided, however, that each Party may change its notice address by giving notice in accordance with this paragraph.

27. Dispute Resolution.

a. **Informal Dispute Resolution.** The Parties to this Agreement desire to avoid the cost and delay attendant on litigation. To that end, the Parties agree that if any dispute arises relating to this Agreement, including, but not limited to, its meaning, interpretation, effect or the enforcement of the provisions of this Agreement, then the Party who believes a dispute has arisen will give written notice to the other Party that a dispute has arisen. For a period of thirty (30) days after the giving of such notice, the Parties shall attempt to resolve the dispute by informal discussions between themselves, using the services of a mediator, if both Parties agree that such a mediator would facilitate the resolution of the dispute. If the dispute is not resolved by informal discussion or mediation within said thirty (30)-day period, or if the Parties mutually agree in writing after a good faith attempt to resolve the dispute informally, by mediation or otherwise, that the dispute cannot be resolved informally, then the Parties agree to submit the dispute to binding arbitration.

b. **Selection of Arbitrator.** The Parties shall agree on a single arbitrator to hear the dispute. If the Parties cannot agree within ten (10) calendar days after the dispute becomes arbitrable under this paragraph, then the attorneys for the Parties shall agree on the arbitrator; if the attorneys cannot agree within ten (10) days after the selection of arbitrator is submitted to them, then the arbitrator shall be selected by the then presiding judge of the Superior Court in and for the County of Monterey. The arbitrator shall be selected by the presiding judge upon written application of either Party, who shall give fifteen (15) days' written

notice of such application to the other party. Each Party shall be entitled to nominate arbitrators to the presiding judge and shall serve a written statement concerning such nominee's qualifications, and a certificate under oath signed by both the Party and his or her attorney that neither the Party nor the attorney has had any business, personal or social relationship with such nominee within the preceding ten (10) years (excepting, however, the use of the nominee as a mediator or arbitrator in such capacity in other related or unrelated matters). The presiding judge shall select the arbitrator without any oral or written argument within twenty (20) days after submission of the selection to the presiding judge. If the presiding judge of the Superior Court of Monterey County is unable or unwilling to select the arbitrator as provided in this paragraph, then the provisions of California Code of Civil Procedure Section 1281.6 (or any successor sections) shall be followed to appoint three (3) neutral arbitrators.

c. Conduct of the Arbitration. The Parties waive the right to conduct any pre-arbitration discovery, except that the parties may demand the production of documents prior to the arbitration and depositions may be conducted as provided in Section 1283, if a witness cannot be compelled to attend the hearing, with the leave of the arbitrator. The Parties agree to exchange copies of all written documents which will be introduced as evidence at the arbitration; and to exchange a list of all witnesses to be called at the arbitration and a complete summary of the testimony of each such witness. Such exchange shall be complete twenty-five (25) calendar days prior to the commencement of any arbitration hearing. Failure to comply with this provision shall preclude the party from introducing such written document or oral testimony at the arbitration hearing. The arbitration shall commence on a date mutually agreeable to the Parties, which in no event shall be more than ninety (90) days from the selection of the arbitrators.

The arbitration shall be conducted in Monterey County, and the arbitrator shall make his or her determination not later than fifteen (15) days after the arbitration hearing has been concluded.

The arbitrator shall follow the applicable law, but shall not be authorized to award punitive damages to either party. The arbitrator may award attorneys' fees, costs, expenses and arbitrator's fees to the prevailing party in any arbitration proceeding. The arbitrator's award of such fees, costs and expenses shall be binding on the Parties. The arbitrator's determination of the prevailing Party shall be binding on the Parties.

Except as otherwise set forth in this Agreement, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act set forth in California Code of Civil Procedure Section 1280 *et seq.*

The arbitration award shall be binding on the Parties and may be reduced to judgment as provided by California law.

IN WITNESS WHEREOF, the Parties (by their duly authorized representatives) have executed this Agreement as of the date first written above.

OWNER

**MCHI Affordable Acquisitions, Inc. a
California nonprofit public benefit
corporation**

By: 
Its: 

**Address: 123 Rico Street
Salinas, CA 93907**

MANAGER

**Housing Authority of the County of
Monterey, a public body, corporate and
politic**

By: 
**Bill D. Thompson, Director of
Administrative Services**

**Address: 123 Rico Street
Salinas, CA 93907**

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this grant deed is situated in the County of Monterey, City of Salinas, State of California, and is described as follows:

All that certain real property situate in the City of Salinas, Rancho El Sausal, County of Monterey, State of California, described as follows:

Beginning at the Southerly terminus of the Western boundary of Parkside Street (60 feet wide) as said street is shown on Map entitled, "Tract No. 480, Parkside Manor Unit No. 1", filed in Volume 8, "Cities and Towns", at Page 44, Monterey County Records; thence along the Southerly boundary of said Tract No. 480 and of that certain tract of land as described in Deed to Robert S. Kelly, et ux, recorded in Reel 676 of Official Records of Monterey County, California, at Page 462 therein

(1) S. 86° 48' 00" E., 622.53 feet; thence leave said boundary

(2) S. 04° 21' 00" W., 283.38 feet to the Northerly boundary of "Tract No. 324, Sherwood Gardens Addition No. 2", being shown upon Map filed for record in Volume 6 of "Cities and Towns", at Page 131, Records of Monterey County, California; thence along said Northerly boundary of Tract No. 324,

(3) N. 86° 31' 00" W., 753.71 feet to the corner common to Lots 7 and 8 of Block 1 of said Tract No. 324; thence leave boundary of Tract No. 324,

(4) N. 06° 12' 00" W., 271.93 feet to the Southwest corner of the beforementioned Tract No. 480, Parkside Manor; thence along the Southerly boundary thereof,

(5) N. 83° 43' 00" E., 180.67 feet to the before mentioned Westerly boundary of Parkside Street; thence along said line of street,

(6) S. 06° 17' 00" E., 18.70 feet to the place of beginning.

Excepting therefrom all that certain property as contained in the Deed from Ogo Associates, a general partnership to Salinas, a municipal corporation, recorded March 10, 1971 in Reel 691 of Official Records, at Page 1063.

Assessor's Parcel Number: 003-773-057

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this grant deed is situated in the County of Monterey, City of Monterey, State of California, and is described as follows:

Lots 5 and 6, in Block B-3, of First Addition to Del Monte Grove, in the City of Monterey, County of Monterey, State of California, according to the map filed October 6, 1892 in the office of the County Recorder of said County, in Map Book One, Cities and Towns, at Page 15.

Assessor's Parcel Number: 013-251-013

RESOLUTION 3088

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
FOR THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY FOR
APPROVAL OF MCHI/MCHI AA OWNERS DRAW REQUEST**

WHEREAS, the Commissioner Bylaws of the Housing Authority of the County of Monterey states that the board sets policy over fiscal management and ensures there are good internal controls; and

WHEREAS, HACM has property management agreements, procurement policies, internal controls, and cash management regulations; and

WHEREAS, HACM board of commissioners must approve fiscal obligations over \$100,000 one hundred thousand dollars for a single payment or transactions of \$100,000 that are not included in normal day-to-day activities; and

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Monterey ("HACM") hereby authorizes and directs the Executive Director, Zulieka Boykin to release the requested Owners draw of \$150,000 (one hundred fifty thousand dollars) to MCHI/MCHI AA.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 24th day of April 2023, upon motion of _____,
seconded by _____and carried by the following vote-to-wit:

AYES:
NOES:
ABSENT:

MEMORANDUM

TO: Board of Commissioners

THRU: Zulieka Boykin
Executive Director/CEO

FROM: James Maynard-Cabrera
Director of Human Resources

RE: **Human Resources Report**

DATE: April 19th, 2023



The Human Resources department will act as a catalyst to enable all Housing Authority of the County of Monterey employees to contribute at optimum levels towards the success of the business.

We will do this by:

- Promoting and recruiting the best-qualified people and recognizing and encouraging the value of diversity in the workplace.
- Providing a competitive salary and benefits package and developing the full potential of our workforce by providing training and development for career enhancement.
- Providing a work atmosphere that is safe, healthy and secure.
- Establishing, administering and effectively communicating sound policies, rules and practices that treat employees with dignity and equality while maintaining company compliance with employment and labor laws, corporate directives, and labor agreements.

I. Recruitment & Staffing

- a. Vacant Positions/Active Recruitments
 - Housing Programs Supervisor
 - Director of Housing Programs
- b. Internal Promotions/Transfers
 - **Julio Hernandez**, Family Self Sufficiency Coordinator
 - **Ruben Bravo**, Family Self Sufficiency Coordinator
 - **Mayra Zesati**, Asset Manager
 - **James Maynard-Cabrera**, Director of Human Resources
- c. New Employees
 - **Michael Underwood**, Director of Finance
 - **Pearl Ortiz**, Resident Caretaker (Leo Myers)
- d. Temporary Employees (7)
 - Brian Guevara – Office Assistant – Section 8
 - Juan Mosqueda – Office Assistant – Section 8
 - Josh Garcia – Office Assistant – Finance
 - Mike Findel – Finance Assistant – Finance
 - Genise Pelaiz – Finance Assistant - Finance
 - Priscilla Pacheco – Office Assistant – Property Management
 - Daniel Reyna – HR Admin Assistant- Human Resources

II. Performance Evaluation Status by Department

All reviews are currently in progress for the month of April and due by end of month. Will provide an updated status report on April's board meeting.

Department	Number of Employees	Over 30 days late
Administration	7	
Human Resources	1	
Finance	10	
Housing Programs	18	
Property Management	18	
Maintenance	18	
Procurement	1	

III. Workplace Safety Issues - Workers' Comp Reportable Injuries

- a. New Claims
 - 2
- b. Closed Claims
 - 1
- c. Open Claims
 - 1 (2000)
 - 1 (2007)
 - 2 (2010)
 - 1 (2015)
 - 1 (2016)
 - 2 (2017)
 - 3 (2018)
 - 1 (2019)
 - 5 (2020)
 - 3 (2021)
 - 1 (2022)
- d. Total Open Claims
 - 23

IV. Employee Relation Claims – Reported Legal Issues

- a. Total Open Claims
 - 4
- b. Closed Claims
 - 0

V. General Information

- HACM will open to the public beginning May 1st, 2023.
- Mask will continue to remain option for both employees and clients.

MEMORANDUM

TO: Board of Commissioners

THROUGH: Zulieka Boykin, Executive Director

FROM: Kim Shehorn, Interim Director of Finance

RE: **Status Report: Finance Report**

DATE: April 17, 2023



Highlights:

- **HACM/ HDC – Non-Quarterly Financial Reports**
 - Voucher Funding and HCV Payments
 - Department Transactional Statistics
 - Revenue Sources by Property
 - Balance Sheets – HACM / HDC
 - Budget Comparisons – HACM / Voucher Program / HDC
 - 12 Month Income Statement Reports – HACM / Voucher Program / HDC

Finance Operational Update

We have welcomed Mike Underwood as the new Director of Finance and are excited to begin a new chapter with his guidance.

Finance is working closely with the Executive Director on all audits, taxes and streamlining processes.

We are continuing to work with Brian Alten at BDO to train staff to streamline the VMS process. For the March VMS Reporting, we will be performing all functions independently with BDO providing only minimal supervision. All training on VMS will be completed by April 2023.

We continue to work with Procurement to eliminate outstanding items. The vendor letter requesting outstanding invoices was mailed on March 9, 2023. Due to the response, we have been able to get many outstanding accounts up to date. The email invoice process will also bring us another step closer toward the set-up of Yardi PayScan for accounts payable. We are planning for it to be functional by the beginning of the new fiscal year.

The supervisory team has met with all department staff to discuss their roles and responsibilities and are requiring weekly and monthly reporting. We plan on monthly follow up meetings to follow up with staff and monitor efficiency.

The Finance staff attended a Yardi Forecasting and Budgeting training and are working on

implementing some of the procedures as best practice for the ongoing budget preparations at the agency. The entire Finance Department staff will be required to complete the Bank Reconciliation Training with Yardi in May.

Initial audit items for the HACM 2020-21 audit have been completed. We are now in the process of preparing and sending open items as they are received. We expect the audit to be completed by the first week of May.

Budget preparation is underway for all properties with FY 6/30 including HACM, HDC, Pueblo Del Mar, Farm Labor Community Properties and Portola Vista. We are currently working on uploading the budget into Yardi.

The King City Migrant Budget under review with Housing and Community Development Office of Migrant Services (OMS). We are waiting for OMS to finalize their approval and sent the 2-year contract resolution to be included in the next board packet. The construction at King City Migrant is ongoing and we expect the reimbursables to begin once the 50% completion review has been approved by OMS.

Training has been done with Property Management and they are now able to complete the following items transitioned from Finance:

- Consolidated and HUD HAP Receipts
- USDA RA Accounting – Subsidy Receipts
- Move Out Processing

HACM variance in revenue and expenses during the month of February 2023 are due to the following items:

- Increased HCV mailings for the EHV Program
- Owner incentive expense for the EHV program.
- Increased climate credits for PG&E
- Legal expense related to Human Resources conflict resolution
- Gutter cleaning at Portola Vista
- Increase in work order charges
- Office flooring replacement in the reception area, copy and break rooms
- Site flooring for La Posada and Pueblo Del Mar
- Annual HVAC Interest payment
- Tax return payment for Portola Vista LLC

HDC increased income is due to the tax payments for the organizational entities and increased maintenance expenses at the Single-Family Home properties.

We have begun the MCHI-AA property transfer list.

Board Action: Information only.

Voucher Funding and HCV Payments

	22-Dec	23-Jan	28-Feb	Total
HUD Grant - HAP Payments	\$ 3,976,648	\$ 3,938,642	\$ 3,465,392	\$ 11,380,682
Total Housing Assistance Payments	\$ 4,150,094	\$ 4,176,774	\$ 4,653,289	\$ 12,980,157

Finance Transactional Statistics - January 2023	HCV		AP		TOTALS	
	Transactions	Amounts	Transactions	Amounts	Transactions	Amounts
Receipts	25	4,629	2646	1,646,459	2671	1,651,089
Charges	8	1,710	2518	1,407,796	2526	1,409,506
Journal Entries	26	6,149,529	152	47,445,185	178	53,594,714
Payables	3734	4,521,834	1016	1,152,199	4750	5,674,033
Checks	1061	4,805,358	201	1,487,198	1262	6,292,556
Transaction Amts Processed*	4854	\$ 15,483,061	6533	\$ 53,138,837	11387	\$ 68,621,897

REVENUE SOURCES BY PROPERTY

		Tenant Rental Revenue	Non Dwelling Rent	Subsidy	Type of Subsidy
440	Tynan Land Lease	6,348.75	5,184.51	0.00	Bakery / HDC Office Rental Income
		\$ 6,348.75	\$ 5,184.51	\$ -	
205	Pueblo Del Mar	6,800.00	0.00	153,641.00	Grant Income
903	King City Migrant	0.00	0.00	0.00	OMS
		\$ 6,800.00	\$ -	\$ 153,641.00	
204	Oak Grove	4,790.00	0.00	1,285.00	HCV
552	Single Family Homes	5,786.00	0.00	9,229.00	HCV
555	Casanova	43,655.00	0.00	90,469.00	HCV
934	Jardines	35,206.00	0.00	2,219.00	HCV
935	Leo Meyer (King City Elde	6,831.00	0.00	8,198.00	HCV
942	Parkside	18,524.00	0.00	11,178.00	HCV
960	Rippling River	12,242.00	0.00	32,319.00	HCV
965	Tynan Affordable	26,821.00	0.00	79,381.00	HCV
973	Monterey Affordable	70,184.00	0.00	24,447.00	HCV
974	Benito Affordable	58,339.00	0.00	18,060.00	HCV
980	Fanoe Vista	67,278.00	750.00	40,515.00	HCV
985	Haciendas 1	54,156.00	0.00	47,665.00	HCV
986	Haciendas 2	45,010.00	0.00	50,126.00	HCV
988	Haciendas Senior	47,275.00	0.00	28,973.00	HCV
989	Haciendas 3	13,553.00	0.00	45,011.00	HCV
990	Oak Park !	41,187.00	0.00	47,779.00	HCV
991	Oak Park 2	47,998.57	0.00	11,681.00	HCV / USDA
		\$ 598,835.57	\$ 750.00	\$ 548,535.00	
212	Portola Vista	20,116.00	0.00	89,329.00	PBRA
214	Montecito Watson	5,892.00	0.00	4,277.00	PBRA
801	South County RAD	25,126.00	0.00	20,562.00	PBRA
802	Salinas Family RAD	113,559.00	0.00	47,571.00	PBRA
803	East Salinas Family RAD	153,990.00	0.00	47,173.00	PBRA
804	Gonzales Family RAD	27,556.00	0.00	5,669.00	PBRA
		\$ 346,239.00	\$ -	\$ 214,581.00	
992	One Parkside	53,692.00	1,400.00	48,660.00	PBV
		\$ 53,692.00	\$ 1,400.00	\$ 48,660.00	
904	Chualar FLC	0.00	0.00	0.00	USDA
906	Salinas FLC	17,373.00	0.00	367.00	USDA
972	Benito FLC	212,589.00	12,887.92	114,409.00	USDA
984	Castroville FLC	0.00	0.00	0.00	USDA
		\$ 229,962.00	\$ 12,887.92	\$ 114,776.00	
TOTAL		\$ 1,241,877.32	\$ 20,222.43	\$ 1,080,193.00	

**Housing Authority of the County of Monterey
Balance Sheet (With Period Change)**

Period = Feb 2023

Book = Accrual ; Tree = hacm_bs_sum

DRAFT

	Balance	Beginning	Net
	Current Period	Balance	Change
ASSETS			
CURRENT ASSETS			
Cash:			
Cash - Unrestricted	4,264,819.14	6,731,698.33	-2,466,879.19
Cash - Restricted	9,041,764.25	8,632,034.62	409,729.63
Total Cash	13,306,583.39	15,363,732.95	-2,057,149.56
Accounts Receivable:			
Accounts Receivable - Tenants	904,064.59	970,044.53	-65,979.94
Accounts Receivable - Agency	847,019.33	765,353.10	81,666.23
Accounts Receivable - Other	2,233,616.23	1,964,500.68	269,115.55
Accrued Interest Receivable	13,608,566.29	13,195,972.86	412,593.43
Less: Allowance for Doubtful Accounts	-851,962.72	-831,023.53	-20,939.19
Total Receivables, Net of Allowance	16,741,303.72	16,064,847.64	676,456.08
Current Investments:			
Investments - Unrestricted	1,012,244.87	1,015,908.87	-3,664.00
Total Current Investments	1,012,244.87	1,015,908.87	-3,664.00
Prepaid Expenses	434,497.58	371,025.42	63,472.16
Inventories, Net of Obsolete Inventories	415,025.38	364,069.43	50,955.95
Interprogram - Due From	155,319.43	-1,270,202.36	1,425,521.79
TOTAL CURRENT ASSETS	32,064,974.37	31,909,381.95	155,592.42
NONCURRENT ASSETS			
Capital Assets:			
Land	3,569,623.47	3,569,623.47	0.00
Buildings & Improvements	19,193,968.67	19,193,968.67	0.00
Site Improvements	30,369.00	10,349.00	20,020.00
Furniture & Equipment	2,046,027.66	2,046,027.66	0.00
Less: Depreciation	-14,984,586.11	-14,984,586.11	0.00
Total Capital Assets, Net of Depreciation	9,855,402.69	9,835,382.69	20,020.00
Construction In Progress	2,163,300.89	2,162,679.89	621.00
Notes Receivable	71,713,789.14	71,713,789.14	0.00
Other Noncurrent Assets	10,453,481.94	10,453,481.94	0.00
Less: Accumulated Amortization	-534,089.24	-530,114.52	-3,974.72
TOTAL NONCURRENT ASSETS	93,651,885.42	93,635,219.14	16,666.28
TOTAL ASSETS	125,716,859.79	125,544,601.09	172,258.70
LIABILITIES & EQUITY			
LIABILITIES			
CURRENT LIABILITIES			
Accounts Payable:			
Accounts Payable - Vendors	18,686.74	-40,163.67	58,850.41
Accounts Payable - Other	1,136,638.85	1,031,362.68	105,276.17
Accrued Wages/Taxes/Benefits Payable	774,061.93	787,226.77	-13,164.84
Accrued Interest Payable	659,581.02	629,086.82	30,494.20
Accounts Payable - Agency	2,378.60	29,636.31	-27,257.71
Tenant Security Deposits	92,442.20	111,272.43	-18,830.23
Total Accounts Payable	2,683,789.34	2,548,421.34	135,368.00

Housing Authority of the County of Monterey
Balance Sheet (With Period Change)

Period = Feb 2023

Book = Accrual ; Tree = hacm_bs_sum

DRAFT

	Balance	Beginning	Net
Deferred Revenues	827,413.20	924,911.96	-97,498.76
Developer Fees Payable	30,000.00	30,000.00	0.00
FSS Escrows	460,531.22	517,960.72	-57,429.50
Other Current Liabilities	263,077.20	263,077.20	0.00
TOTAL CURRENT LIABILITIES	4,264,810.96	4,284,371.22	-19,560.26
 NONCURRENT LIABILITIES			
Long-Term Hard Debt	7,790,423.16	7,968,195.54	-177,772.38
Long-Term Subordinate Debt	-1,097,290.55	-1,097,290.55	0.00
TOTAL NONCURRENT LIABILITIES	6,693,132.61	6,870,904.99	-177,772.38
TOTAL LIABILITIES	10,957,943.57	11,155,276.21	-197,332.64
 EQUITY/NET ASSETS:			
Equity/Net Assets at Prior Year-end	105,489,951.39	105,489,951.39	0.00
Current Year Retained Earnings	9,755,840.44	9,661,678.65	94,161.79
TOTAL LIABILITIES AND EQUITY	126,203,735.40	126,306,906.25	-103,170.85

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Balance Sheet (With Period Change)

Period = Feb 2023

Book = Accrual ; Tree = hacm_bs_sum

DRAFT

	Balance	Beginning	Net
	Current Period	Balance	Change
ASSETS			
CURRENT ASSETS			
Cash:			
Cash - Unrestricted	2,354,783.51	2,304,855.33	49,928.18
Cash - Restricted	196,382.65	157,269.66	39,112.99
JPMC - Construction Disb Acct	-2,068,330.26	-2,068,327.01	-3.25
JPMC - Sub-Loan Proceeds Reserve Account	-1,873,197.47	-1,873,201.79	4.32
JPMC - LIHTC Equity Account	-64.07	22.49	-86.56
JPMC - Liquidity Reserve Acct	3,065.46	111.78	2,953.68
Total Cash	-1,387,360.18	-1,479,269.54	91,909.36
Accounts Receivable:			
Accounts Receivable - Tenants	45,413.78	31,892.00	13,521.78
Accounts Receivable - Agency	132,674.00	163,973.00	-31,299.00
Accounts Receivable - Developer Fees	5,411,660.22	5,971,815.22	-560,155.00
Accounts Receivable - Other	2,037,306.78	2,004,509.18	32,797.60
Accrued Interest Receivable	2,801,785.93	2,526,921.21	274,864.72
Less: Allowance for Doubtful Accounts	-7,406.00	-7,406.00	0.00
Total Receivables, Net of Allowance	10,421,434.71	10,691,704.61	-270,269.90
Prepaid Expenses			
Prepaid Expenses	1,724,443.37	1,672,775.20	51,668.17
Interprogram - Due From	-3,322,769.91	-1,635,390.58	-1,687,379.33
TOTAL CURRENT ASSETS	7,435,747.99	9,249,819.69	-1,814,071.70
NONCURRENT ASSETS			
Capital Assets:			
Land	-3,195,174.00	-3,195,174.00	0.00
Buildings & Improvements	1,454,855.80	1,454,855.80	0.00
Site Improvements	1,215.89	0.00	1,215.89
Furniture & Equipment	19,947.46	19,947.46	0.00
Less: Depreciation	-368,243.36	-296,159.84	-72,083.52
Total Capital Assets, Net of Depreciation	-2,087,398.21	-2,016,530.58	-70,867.63
Construction In Progress	26,518,518.44	26,282,130.34	236,388.10
Notes Receivable	21,106,288.12	21,436,041.12	-329,753.00
Other Noncurrent Assets	828,819.00	828,819.00	0.00
TOTAL NONCURRENT ASSETS	46,366,227.35	46,530,459.88	-164,232.53
TOTAL ASSETS	53,801,975.34	55,780,279.57	-1,978,304.23
LIABILITIES & EQUITY			
LIABILITIES			
CURRENT LIABILITIES			
Accounts Payable:			
Accounts Payable - Vendors	-6,854.94	77,986.29	-84,841.23
Accounts Payable - Other	877,030.00	878,630.00	-1,600.00
Accrued Wages/Taxes/Benefits Payable	175,430.35	151,477.22	23,953.13
Accrued Interest Payable	238,215.55	226,743.84	11,471.71
Tenant Security Deposits	98,649.00	97,450.00	1,199.00
Total Accounts Payable	1,382,469.96	1,432,287.35	-49,817.39
Deferred Revenues	320,141.50	369,162.11	-49,020.61

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Balance Sheet (With Period Change)

Period = Feb 2023

Book = Accrual ; Tree = hacm_bs_sum

DRAFT

	Balance	Beginning	Net
Developer Fees Payable	885,442.00	885,442.00	0.00
Other Current Liabilities	-22,577.11	-38,619.55	16,042.44
TOTAL CURRENT LIABILITIES	2,565,476.35	2,648,271.91	-82,795.56
NONCURRENT LIABILITIES			
Long-Term Hard Debt	-557,321.49	-422,011.22	-135,310.27
LTD - City - PHLA	0.50	0.50	0.00
Construction Loan - JP Morgan Chase	6,953,736.16	6,953,736.16	0.00
Long-Term Subordinate Debt	1,000,000.00	1,000,000.00	0.00
TOTAL NONCURRENT LIABILITIES	7,396,415.17	7,531,725.44	-135,310.27
TOTAL LIABILITIES	9,961,891.52	10,179,997.35	-218,105.83
EQUITY/NET ASSETS:			
Equity/Net Assets at Prior Year-end	35,188,846.64	35,188,846.64	0.00
Current Year Retained Earnings	8,642,482.87	10,506,064.49	-1,863,581.62
TOTAL LIABILITIES AND EQUITY	53,793,221.03	55,874,908.48	-2,081,687.45

**Housing Authority of the County of Monterey
Statement (12 months)**

Period = Jul 2022-Feb 2023
Book = Accrual ; Tree = hacm_is

DRAFT

	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Total
REVENUE:									
Tenant Rents	101,005.75	101,920.75	103,068.75	103,648.75	98,079.75	98,746.75	95,912.75	96,525.75	798,909.00
Tenant Subsidies	103,510.00	102,576.00	102,490.00	104,090.00	100,776.00	99,431.00	98,398.00	97,477.00	808,748.00
Other Tenant Income	7,644.67	2,699.00	1,182.83	535.00	10,962.50	9,241.00	0.00	0.00	32,265.00
Total Tenant Revenue	212,160.42	207,195.75	206,741.58	208,273.75	209,818.25	207,418.75	194,310.75	194,002.75	1,639,922.00
HUD Operating Grants	45,382.00	40,584.00	34,902.00	44,341.00	49,050.00	-54,093.00	45,165.00	153,641.00	358,972.00
Section 8 HAP Subsidies	4,090,115.00	3,927,065.00	3,933,270.00	3,966,557.00	3,006,801.00	3,942,172.00	3,938,642.00	3,465,392.00	30,270,014.00
Section 8 Administrative Fees	333,622.00	333,622.00	470,704.00	350,122.00	343,381.97	420,708.00	342,682.00	915,466.00	3,510,307.97
Operating Grants (Non-HUD)	45,638.87	40,737.60	37,922.01	29,217.44	26,723.83	23,977.56	22,811.89	20,683.72	247,712.92
Other Income	179,784.35	254,581.72	183,415.69	212,607.69	190,388.89	176,743.91	218,533.03	179,972.00	1,596,027.28
Interest Income	176,060.70	175,292.10	172,202.18	175,318.15	170,806.14	175,311.30	175,277.29	161,583.65	1,381,851.51
Total Revenue	5,082,763.34	4,979,078.17	5,039,157.46	4,986,437.03	3,996,970.08	4,892,238.52	4,937,421.96	5,090,741.12	39,004,807.68
EXPENSES:									
Administrative	592,874.39	512,591.78	550,271.37	508,716.42	512,030.06	801,372.61	527,456.82	513,711.02	4,519,024.47
Administrative Fees	16,645.09	16,513.09	16,513.09	16,579.09	16,579.09	16,513.09	16,513.09	16,513.09	132,368.72
Tenant Services	24,283.40	17,177.78	54,504.88	18,195.14	42,211.24	37,206.63	25,665.22	25,574.78	244,819.07
Utilities	46,443.57	43,114.55	42,123.01	39,815.75	30,936.32	43,335.53	38,040.62	32,728.01	316,537.36
Maintenance	169,580.92	97,216.71	134,465.34	176,957.72	165,923.65	144,711.72	170,401.00	134,528.80	1,193,785.86
Protective Services	2,497.50	436.00	0.00	1,847.58	0.00	565.86	3,853.85	783.00	9,983.79
Insurance	29,095.02	23,175.09	24,958.28	26,618.90	27,620.12	35,046.85	25,921.52	25,872.89	218,308.67
Other General Expenses	40,893.19	46,241.01	38,917.67	39,091.67	146,564.90	30,924.66	30,578.68	30,635.17	403,846.95
Payments in Lieu of Taxes	0.00	81,734.95	0.00	1,628.77	0.00	19,600.00	0.00	6,000.00	108,963.72
Housing Assistance Payments	3,884,437.58	3,865,905.82	3,870,328.27	3,962,817.63	3,878,076.55	4,016,210.75	4,158,619.67	4,577,193.89	32,213,590.16
FSS Escrows	17,051.00	16,065.00	16,521.00	18,787.00	19,098.00	20,217.00	18,154.00	17,866.00	143,759.00
Total Operating Expenses	4,823,801.66	4,720,171.78	4,748,602.91	4,811,055.67	4,839,039.93	5,165,704.70	5,015,204.47	5,381,406.65	39,504,987.77
Interest Expense	14,273.47	56,605.37	14,099.69	14,209.06	14,056.60	29,185.20	54,472.94	13,729.98	210,632.31
Amortization Exp	496.84	496.84	496.84	496.84	496.84	496.84	496.84	496.84	3,974.72
NET INCOME	244,191.37	201,804.18	275,958.02	160,675.46	-856,623.29	-303,148.22	-132,752.29	-304,892.35	-714,787.12

VOUCHER PROGRAM ONLY
Statement (12 months)

Period = Jul 2022-Feb 2023
 Book = Accrual ; Tree = hacm_is

DRAFT

	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Total
REVENUE:									
Section 8 HAP Subsidies	4,090,115.00	3,927,065.00	3,933,270.00	3,966,557.00	3,006,801.00	3,942,172.00	3,938,642.00	3,465,392.00	30,270,014.00
Section 8 Administrative Fees	333,622.00	333,622.00	470,704.00	350,122.00	343,381.97	420,708.00	342,682.00	915,466.00	3,510,307.97
Other Income	50.00	469.01	9,560.30	40,126.22	8,032.36	567.10	9,658.33	5,674.60	74,137.92
Interest Income	43.49	49.49	45.00	46.50	45.00	45.00	48.01	42.01	364.50
Total Revenue	4,423,830.49	4,261,205.50	4,413,579.30	4,356,851.72	3,358,260.33	4,363,492.10	4,291,030.34	4,386,574.61	33,854,824.39
EXPENSES:									
Administrative	234,518.96	211,690.95	212,772.55	201,620.42	236,005.25	256,559.20	241,569.19	196,536.84	1,791,273.36
Tenant Services	24,283.40	17,177.78	18,224.89	18,195.14	18,024.58	25,113.30	13,571.89	13,431.95	148,022.93
Maintenance	611.23	628.74	634.19	802.85	783.41	725.01	626.62	550.62	5,362.67
Insurance	10,109.89	8,744.36	8,959.71	9,035.05	10,439.12	11,842.55	10,063.65	10,157.12	79,351.45
Other General Expenses	945.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	945.00
Housing Assistance Payments	3,941,915.58	3,940,492.82	3,941,672.27	4,036,605.63	3,961,289.55	4,102,520.75	4,248,990.67	4,685,752.89	32,859,240.16
FSS Escrows	17,051.00	16,065.00	16,521.00	18,787.00	19,098.00	20,217.00	18,154.00	17,866.00	143,759.00
Total Operating Expenses	4,229,435.06	4,194,799.65	4,198,784.61	4,285,046.09	4,245,639.91	4,416,977.81	4,532,976.02	4,924,295.42	35,027,954.57
NET INCOME	194,395.43	66,405.85	214,794.69	71,805.63	-887,379.58	-53,485.71	-241,945.68	-537,720.81	-1,173,130.18

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Statement (12 months)

Period = Jul 2022-Feb 2023
 Book = Accrual ; Tree = hacm_is

DRAFT

	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Total
REVENUE:									
Tenant Rents	48,504.00	47,270.00	47,732.00	46,810.00	44,951.00	45,917.00	45,609.00	49,441.00	376,234.00
Tenant Subsidies	96,742.00	104,369.00	103,536.00	101,047.00	108,084.00	102,526.00	101,015.00	99,698.00	817,017.00
Other Tenant Income	943.96	1,292.00	1,363.00	1,052.00	6,214.00	9,013.50	622.00	612.00	21,112.46
Total Tenant Revenue	146,189.96	152,931.00	152,631.00	148,909.00	159,249.00	157,456.50	147,246.00	149,751.00	1,214,363.46
Other Income	20,517.18	20,559.84	19,757.58	20,247.20	20,174.95	35,168.09	354,849.47	4,842.82	496,117.13
Interest Income	50,932.45	50,260.20	49,328.62	50,364.03	49,453.07	50,108.48	51,301.58	48,466.63	400,215.06
Total Revenue	217,639.59	223,751.04	221,717.20	219,520.23	228,877.02	242,733.07	553,397.05	203,060.45	2,110,695.65
EXPENSES:									
Administrative	159,545.05	101,965.75	115,978.97	125,087.89	96,183.44	136,745.71	104,237.22	106,934.49	946,678.52
Administrative Fees	17,578.08	18,177.02	18,017.87	17,744.93	18,258.32	18,713.62	17,588.58	17,701.26	143,779.68
Tenant Services	0.00	0.00	0.00	0.00	82.22	0.00	0.00	0.00	82.22
Utilities	16,124.39	23,509.48	15,685.98	28,406.05	15,786.92	19,769.76	18,155.76	25,759.41	163,197.75
Maintenance	29,974.14	23,656.30	18,509.55	34,511.84	38,334.08	35,122.88	42,408.17	51,365.32	273,882.28
Protective Services	487.50	62.66	0.00	0.00	0.00	0.00	847.50	0.00	1,397.66
Insurance	10,271.42	9,426.16	9,220.39	-12,079.01	6,679.15	31,667.23	11,738.72	12,022.73	78,946.79
Other General Expenses	5.00	0.00	2,050,000.00	0.00	0.00	25.00	15.94	0.00	2,050,045.94
Payments in Lieu of Taxes	0.00	0.00	0.00	95,415.65	0.00	-84,660.00	0.00	12,800.00	23,555.65
Total Operating Expenses	233,985.58	176,797.37	2,227,412.76	289,087.35	175,324.13	157,384.20	194,991.89	226,583.21	3,681,566.49
Interest Expense	27,066.68	27,873.44	27,781.74	26,935.27	27,690.10	26,846.35	27,645.18	27,458.44	219,297.20
Extraordinary Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	1,330.06	0.00	1,330.06
Depreciation Expense	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	9,010.44	72,083.52
NET INCOME	-52,423.11	10,069.79	-2,042,487.74	-105,512.83	16,852.35	49,492.08	320,419.48	-59,991.64	-1,863,581.62

**Housing Authority of the County of Monterey
Budget Comparison**

Period = Jul 2022-Feb 2023

Book = Accrual ; Tree = hacm_js

DRAFT

	YTD Actual	YTD Budget	Variance
REVENUE:			
Tenant Rents	798,909.00	929,244.00	-130,335.00
Tenant Subsidies	808,748.00	812,456.00	-3,708.00
Other Tenant Income	32,265.00	6,197.36	26,067.64
Total Tenant Revenue	1,639,922.00	1,747,897.36	-107,975.36
HUD Operating Grants	358,972.00	250,640.00	108,332.00
Section 8 HAP Subsidies	30,270,014.00	43,800,954.64	-13,530,940.64
Section 8 Administrative Fees	3,510,307.97	3,063,103.28	447,204.69
Operating Grants (Non-HUD)	247,712.92	316,411.36	-68,698.44
Other Income	1,596,027.28	1,596,147.92	-120.64
Interest Income	1,381,851.51	1,457,358.64	-75,507.13
Total Revenue	39,004,807.68	52,232,513.20	-13,227,705.52
EXPENSES:			
Administrative	4,519,024.47	4,762,765.28	243,740.81
Administrative Fees	132,368.72	136,942.00	4,573.28
Tenant Services	244,819.07	187,452.64	-57,366.43
Utilities	316,537.36	283,474.00	-33,063.36
Maintenance	1,193,785.86	996,043.76	-197,742.10
Protective Services	9,983.79	18,497.28	8,513.49
Insurance	218,308.67	148,562.00	-69,746.67
Other General Expenses	403,846.95	378,687.28	-25,159.67
Payments in Lieu of Taxes	108,963.72	54,997.36	-53,966.36
Bad Debts	0.00	1,030.00	1,030.00
Housing Assistance Payments	32,213,590.16	43,634,288.00	11,420,697.84
FSS Escrows	143,759.00	166,666.64	22,907.64
Total Operating Expenses	39,504,987.77	50,769,406.24	11,264,418.47

Housing Authority of the County of Monterey
Budget Comparison

Period = Jul 2022-Feb 2023

Book = Accrual ; Tree = hacm_is

DRAFT

	YTD Actual	YTD Budget	Variance
Interest Expense	210,632.31	249,766.72	39,134.41
Extraordinary Maintenance	0.00	20,115.28	20,115.28
Amortization Exp	3,974.72	0.00	-3,974.72
NET INCOME	-714,787.12	1,193,224.96	-1,908,012.08

VOUCHER PROGRAM ONLY
Budget Comparison

Period = Jul 2022-Feb 2023

Book = Accrual ; Tree = hacm_js

DRAFT

	YTD Actual	YTD Budget	Variance
REVENUE:			
Section 8 HAP Subsidies	30,270,014.00	43,800,954.64	-13,530,940.64
Section 8 Administrative Fees	3,510,307.97	3,063,103.28	447,204.69
Other Income	74,137.92	0.00	74,137.92
Interest Income	364.50	0.00	364.50
Total Revenue	33,854,824.39	46,864,057.92	-13,009,233.53
EXPENSES:			
Administrative	1,791,273.36	1,738,908.08	-52,365.28
Tenant Services	148,022.93	90,708.64	-57,314.29
Maintenance	5,362.67	5,844.00	481.33
Insurance	79,351.45	48,824.00	-30,527.45
Other General Expenses	945.00	2,274.64	1,329.64
Housing Assistance Payments	32,859,240.16	43,634,288.00	10,775,047.84
FSS Escrows	143,759.00	166,666.64	22,907.64
Total Operating Expenses	35,027,954.57	45,687,514.00	10,659,559.43
NET INCOME	-1,173,130.18	1,176,543.92	-2,349,674.10

MONTEREY COUNTY HOUSING DEVELOPMENT CORP.
Budget Comparison

Period = Jul 2022-Feb 2023

Book = Accrual ; Tree = hacm_js

DRAFT

	YTD Actual	YTD Budget	Variance
REVENUE:			
Tenant Rents	376,234.00	1,181,432.00	-805,198.00
Tenant Subsidies	817,017.00	105,240.00	711,777.00
Other Tenant Income	21,112.46	4,313.36	16,799.10
Total Tenant Revenue	1,214,363.46	1,290,985.36	-76,621.90
Other Income	496,117.13	1,373,188.00	-877,070.87
Interest Income	400,215.06	350,021.36	50,193.70
Total Revenue	2,110,695.65	3,014,194.72	-903,499.07
EXPENSES:			
Administrative	946,678.52	1,098,456.00	151,777.48
Administrative Fees	143,779.68	134,856.00	-8,923.68
Tenant Services	82.22	33,336.00	33,253.78
Utilities	163,197.75	241,680.00	78,482.25
Maintenance	273,882.28	259,272.00	-14,610.28
Protective Services	1,397.66	2,096.00	698.34
Insurance	78,946.79	87,600.00	8,653.21
Other General Expenses	2,050,045.94	608.00	-2,049,437.94
Payments in Lieu of Taxes	23,555.65	12,872.00	-10,683.65
Total Operating Expenses	3,681,566.49	1,870,776.00	-1,810,790.49
Interest Expense	219,297.20	224,190.64	4,893.44
Extraordinary Maintenance	1,330.06	0.00	-1,330.06
Depreciation Expense	72,083.52	87,747.36	15,663.84
NET INCOME	-1,863,581.62	831,480.72	-2,695,062.34



MEMORANDUM

TO: Board of Commissioners

THRU: Zuliaka Boykin
Executive Director

FROM: Jose Acosta
Director of Housing Management

RE: **Property Management Report**

DATE: April 11, 2023

Goals:

Property management met the following goals in the month of March:

- Completed Demographic reporting for all Tax Credit sites.
- Completed City of Salinas data reports for Haciendas I, II, III, and Sr.
- Completed SRI reporting for Pueblo del Mar.
- Review and submit section 8/PBV rent increases.
- Completed One Parkside lease-up.
- Completed Mobile Maintenance Set-up
- Ordered and received tablets for PM staff's implementation of rent café and mobile maintenance.

Property management has the following goals for the month of April:

- Process eligibility for Office of Migrant Services (OMS) returning residents, center scheduled to open in May 2023.
- Complete PDM Housing Community Development (HCD) audit scheduled in April.
- Complete One Parkside initial audit and corrections
- Open the waiting list for Portola Vista, Montecito Watson, and Casanova.
- Complete assessment for storm damage for Salinas Farm Labor (FLC) sites and submit claim to HCD.
- Complete set-up for Yardi screening.
- Complete new financial procedures
- Provide all requested information for FLC internal Audit.

Vouchers:

Vouchers for all the sites are up to date.

Property Code	Property Name	Voucher month	Total subsidy
212	Portola Vista	3/1/2023	\$ 92,078.00
214	Montecito Watson	3/1/2023	\$ 3,711.00
801	South County RAD	3/1/2023	\$ 19,655.00
802	Salinas Family RAD	3/1/2023	\$ 47,507.00
803	East Salinas Family RAD	3/1/2023	\$ 48,234.00
804	Gonzales Family RAD	3/1/2023	\$ 5,669.00
Total Monthly Subsidy			\$ 216,854.00

Rent Collection:

Rent collection average for HACM sites for the month of March 2023 is 98%. The rent collection average for HDC Sites for the month of March 2023 is 99%.

HACM Rent Collection as of 3/31/2023		
Property Code	Property Name	Rent Percent Collected
204	Oak Grove	100%
212	Portola Vista	98%
214	Montecito Watson	100%
904	Vista Del Valle	96%
906	Tesoros Del Campo	100%
Total monthly rent collected		\$ 176,751.00

HDC sites rent collection report as of 3/31/2023		
Property Code	Property Name	Rent Percent Collected
555	Casanova Plaza	96%
801	South County RAD	100%
802	Salinas Family RAD	98%
803	East Salinas Family RAD	98%
804	Gonzales Family RAD	100%
984	Castroville	100%
985	Haciendas I	100%
986	Haciendas II	96%
988	Haciendas Sr	100%
989	Haciendas III	100%
Total monthly rent collected		\$ 840,351.00

Occupancy:

PM currently has a total of 17 vacancies excluding the King City migrant center (which is currently closed due to the off season) and Pueblo del Mar.

As stated in last month’s report, property management’s goal is to have all vacancies housed in the next 30 to 45 days, the department understands the need to house these vacancies and the team has made it a priority to get this completed.

Property Code	Property name	Total units	Occupancy rate	Vacant Units	Out of Occupancy
801	South County RAD	70	100%	0	
802	Salinas Family RAD	170	99%	1	
803	East Salinas Family RAD	202	99%	1	
804	Gonzales Family RAD	30	100%	0	
984	Castroville	54	96%	2	1/Caretaker
985	Haciendas I	53	100%	0	
986	Haciendas II	46	98%	1	
989	Haciendas III	50	100%	0	
988	Haciendas Sr.	41	100%	0	
992	One Parkside	80	100%	0	
204	Oak Grove	5	100%	0	
205	Pueblo Del Mar	55	25%	41	
212	Portola Vista	64	97%	2	
214	Montecito Watson	13	85%	2	
552	Single Family Homes	9	90%	1	
555	Casanova Plaza	86	95%	4	
904	Vista Del Valle	29	90%	3	2
906	Tesoros del Campo	57	100%	0	5
903	King City Migrant Center	82	Closed	79	

RAD Sites (Formerly Public Housing):

- 801 South County Rad:
 - Annual recertifications for this property are in process.
 - The Tri-Cities Disposal & Recycling meeting was completed, resources and information was provided to managers to be distributed to residents.
 - Food bank has resumed delivery for Los Ositos.
 - The preventative maintenance team started completing exterior repairs at this site.
 - Adjacent empty log has been scheduled for semiannual mowing but was rescheduled to weather conditions.
 - Security Cameras installed at the community room.

- PM is inspecting property for necessary concrete repairs and tripping hazards.
- Bids for the replacement of 200 lineal feet of fence at Casa de Oro have been received and turned over to HDC for review and approval.
- 802 Salinas Family RAD:
 - Key boxes have been installed and keys moved from the main office to the off sites.
 - 96 linear feet of Shared fence has been replaced.
 - An additional 70 linear feet of fence needs to be replaced as a result of a fallen tree, during the last storm. The neighboring property will share the cost with HACM to replace the fence.
 - Completed underground storm lift station line: installed a bypass clean out inside the holding tank for future maintenance; pending is a new circuit board to complete automated reaction to the switch pumps and floats.
 - Estimates for replacing the retaining wall at El Gin Village are being requested.
 - Annual recertifications for this property are in process.
- 803 East Salinas Family RAD:
 - Mass annual recertifications have been approved by HUD. Staff are currently processing all annual recertification for 2023, all recerts must be effective by 6/1/23.
 - Installation of a permanent sump pump at 737 Mae Ave is being scheduled at this location.
 - PM is in the process of replacing 300 linear feet of fence at 1113 D St, which was damaged due to high wind.
- 804 Gonzales Family RAD:
 - Annual recertifications for this property are in process.
 - PM received bids for the fence replacement and all documents submitted to HDC for approval.
 - PM is currently requesting estimates for installation of irrigation throughout the site.

KCMC:

Management is completing the interview packets for the coming season and sending them to returning residents. The rehabilitation project for this site is actively taking place, the contractor is currently working on the cabinet replacement. Progress will be updated monthly on the items listed below:

- Roof repairs and gutter repairs
- Siding replacement – **This repair was started but was placed on hold due to the weather.**
- Modify selected units to be ADA compliant – **Will be completed when new cabinetry is installed.**
- Interior flooring repairs – **Will be completed after the cabinetry and all other interior repairs are completed.**
- Replacement of cabinets and countertops and hardware –**Demolition completed. Cabinets have been delivered and installation is in process.**
- Replacement of furniture
- Replacement of water heaters
- Repairs of parking lot and resurfacing of the black top
- Replacement of heater and thermostats
- HVAC pad mounts replacement
- Electrical upgrades – **To be completed during the cabinet installation.**

- Repair decks and landings
- Replacement of windows – **Was placed on hold due to the weather.**
- Carbon monoxide detector replacement - **To be completed during the cabinet installation.**
- Bathroom vanity replacement
- Playground replacement
- Property Sign replacement
- Access card reader upgrade
- Repair and replacement of fencing
- Siding repairs – **Repairs started this week.**

The deadline to complete this rehab project is June 2023. We will continue to keep the board updated on progress.

Portola Vista:

The preventative maintenance team is currently at Portola Vista, unit inspections have been completed and repairs are actively being completed.

Research on the back up generator and installation are being completed.

The waiting list for Portola Vista will be opened at the beginning of May.

PM has identified railing posts at this property that need to be repaired and replaced. PM is currently gathering estimates for this repair.

Haciendas I:

HACM staff and HDC staff will be checking all decks in the property to evaluate the repairs that are needed. A maintenance schedule will be created in accordance with the sealant manufacturer recommendations to re-coat the decks at this property.

Railings throughout this site are currently being repaired and replaced. Management is working with the vendor to get this work completed and the maintenance Supervisor is checking the progress together with HDC staff to ensure work is being completed timely and correctly.

Haciendas II:

Security Cameras at this site are being checked and replaced. The installation of the replacement cameras will be completed by a vendor.

PM has cleared two offices at this site to accommodate FSS staff that will be moving to this site in the next 30 days.

Food bank deliveries for this site continue as scheduled.

Resident services are being completed in accordance with the tax credit requirements.

Haciendas III:

Lifesteps continues to provide resident services for this property.

City of Salinas data reports are being completed for this property.

Haciendas IV:

City of Salinas data reports are being completed for this property.

Food bank deliveries for this site have continued as scheduled.

Castroville:

Lifesteps services have resumed, and all services are actively being performed as required.

PM will be reviewing applications for the caretaker position for this property and will be conducting interviews in the next two weeks.

Property management has started the annual recertification process for this site.

Casanova Plaza:

Property management and HDC staff are working to assess necessary roof repairs.

Management has been notified that all necessary parts for the replacement of the door system have been received and the installation is being scheduled, but due to the weather it has been delayed.

Management is working on the opening of the waiting list for this property.

One Parkside:

Property has been leased up. PM is currently working on the initial audit. All files were uploaded reviewed, and corrections are being completed.

All necessary corrections will be uploaded in the next 7 days.

Hired a new caretaker and resident services will begin 4/17/23

Farm Labor (Salinas, Chualar):

The rent study for these sites has now been completed and PM is pending the report from the vendor. PM has contacted the vendor, but has not received the report, PM has made several requests but has not yet received the finalized report.

The CNA for these sites was completed 3/10/23, the representative stated they will be providing the report to HACM in the next 30 days.

These sites currently have 7 units out of occupancy; maintenance is currently working on the rehabilitation of these units, and we are using these units as swing space to be able to continue the rehabilitation of other units.

PDM:

HACM Directors meet with multiple agencies vested in the revitalization of Pueblo Del Mar to discuss potential alternatives to the use of the property. The meeting was productive, and all participants provided useful suggestions. The Executive Director and Property Management team are looking at all suggestions to try to find the best option for HACM and its partners. All options are being considered and evaluated.

Property management continues to work with Sun Street and CoC to find options for this property.

Currently PM has 6 referrals, and we are completing the eligibility process. The applicants will be housed as soon as all necessary documents are received, and the eligibility process completed.

New Hires:

Paula Huff Caretaker One Parkside

Wait Lists:

Closed

Evictions:

None

Waitlist information by site as of 4/11/2023		
Property Code	Property Name	Number of Applicants
204	Oak Gove	306
212	Portola Vista	14
214	Montecito Watson	52
555	Casanova Plaza	0
801	South County RAD	510
802	Salinas Family RAD	652
803	East Salinas Family RAD	492
804	Gonzales Family RAD	1281
904	Chualar FLC	166
906	Salinas FLC	180
984	Castroville	215
985	Haciendas I	2120
986	Haciendas II	1804
989	Haciendas III	496
Total applicants		8288

Monthly Vacancy Status Report

REPORT MARCH 2023							
Housing Program	Total	Vacant on	Caretaker	Out of	Occupied units	Out of Occupancy	
	Units	3/31/2023		Occ.		Date Out	Project No.
RAD PROPERTIES							
801							
105	20	1	1	0	18		
112	50	0	1	0	49		
802							
107	40	0	1	0	39		
114	80	1	1	0	78		
119	50	0	1	0	49		
803							
106	18	0	1	0	17		
108	89	0	2	0	87		
110	25	0	0	0	25		
117	27	0	1	0	26		
118	44	1	0	0	43		
804							
103	30	0	0	0	30		
552							
552	9	1	0	0	8		
555							
Casanova Plaza	555	86	4	1	0	81	
SUB TOTALS	568	8	10	0	550		
Out of Occupancy							
RAD Vacancy percentage this month				1.5%		Date Out	Project No.
Housing Program	Total	Vacant on	Caretaker	Out of	Occupied units	Out of Occupancy	
	Units	3/31/2023		Occ.		Date Out	Project No.
HDC MANAGED PROPERTIES							
Castroville - 984	54	2	2	0	50		
1 Haciendas - 985	53	0	1	0	52		
2 Haciendas - 986	46	1	1	0	44		
3 Haciendas - 989	50	1	1	0	48		
4 Haciendas - 988	40	0	1	0	39		
1108-1110 Parkside 992	80	0	0	0	80		
SUB TOTALS	323	4	6	0	313		
Vacancy percentage this month				1.3%			
Housing Program	Total	Vacant on	Caretaker	Out of	Occupied units	Out of Occupancy	
	Units	3/31/2023		Occ.		Date Out	Project No.
OAK GROVE-204	5	0	0	0	5		
PUEBLO DM-205	56	39	2	0	15		
PORT.VISTA-212	64	2	1	0	61		
MONTECITO-214	13	2	0	0	11		
CHUALAR FL-904	29	4	1	0	24		
SALINAS FL-906	57	0	1	4	52		
KCMC-903	81	0	2	0	79		
SUB TOTALS	305	47	7	4	247		
TOTALS	305	47	7	4	247		
Out of Occupancy							
Overall Vacancy percentage this month				19.0%		Date Out	Project No.
Housing Program	Total	Vacant on	Caretaker	Out of	Occupied units	Out of Occupancy	
	Units	3/31/2023		Occ.		Date Out	Project No.
MCHI MANAGED PROPERTIES							
Jardines-934	11	2	0	0	9		
Leo Meyer-935	44	3	1	0	40		
Parkside Manor-942	48	15	1	0	32		
TOTALS	103	20	2	0	81		
Out of Occupancy							
Managed Vacancy percentage this month				24.7%		Date Out	Project No.
Monthly Vacancy Status Report.xls							

Monthly Development Board Report

Presented to:

Zulieka Boykin, Executive Director & President/CEO

Presented by:

Carolina Sahagun-Gomez, Director Housing Development

April 10, 2023

Monthly goal

CREA final equity installment was received on April 10th in the amount of \$2.4M. A portion of funds will be used to pay down the balance of developer fee.

Development department highlights

Future Development Planning

- Greenfield property – Staff contacted City who agreed to an initial meeting to discuss parcel and development opportunities. Meeting to take place later this month between HACM Development staff and City of Greenfield Community Development Director and City of Greenfield Senior Planner.
- Parcel B property in Salinas – updated quotes for Phase 2 reports.
- Pacific Meadows in Carmel.
- City of Salinas - Division Avenue; Executive Director and Director of Development met with City of Salinas Community Development staff on April 7, 2023, to discuss site development concerns and next steps to proceed with Exclusive Negotiating Rights Agreement and site preparation.
- Re-syndication of two properties that are out of tax credit compliance and have had the limited partners exit the LP – will review with consultant scheduled to meet with us in next few months.
- Rehabilitation of other half of RAD portfolio that was deferred at time of conversion (approximately 250 units) – have begun meetings with property management staff to start addressing and planning for items as detailed in the 20-year schedule from CNA from RAD closing.
- Participated in H.O.M.E. collaborative steering committee meeting regarding multi-pronged approaches to developing affordable housing.
- Tynan Village Inc and Fano Vista Apartments – Equity Limited Partner, Alliant Capital have reached out to discuss their exit from the Limited Partnership and possible options for further rehabilitation or development of the sites.

Marketing

- Ongoing quarterly meetings with marketing firm to review potential marketing events and/or media opportunities.

One Parkside, LP

- Development has reached 100% occupancy as of March 28, 2023, in advance of our March 31, 2023, deadline. Development staff is now working towards conversion to permanent financing with Limited Partner, JPMorgan Chase.
- Hudson Housing second capital contribution in the amount of \$3.08M. Development staff is working on collection of all due diligence items for submission by May 1, 2023, for receipt of capital contribution funds.

- Final cost certification in process with auditor.
- City of Salinas HOME/PLHA close out retention release of funds in the amount of \$94,801.30, initial submission of due diligence items was completed on 3/29/2023 to City of Salinas staff. The City of Salinas has provided an additional request for items which development staff is working on to obtain retention release of funds.
- One Parkside – final retention billing is with the bank pending funding approval.
- Site visit from JPMorgan Chase and Hudson Housing Capital took place on 04/13/23.

123 Rico CLEEN loan

- Received concurrence from IBank on staff's proposed use of funds.
- Plan is to create additional energy efficient office space in the warehouse area.
- Remaining funds available are \$366,758.02.
- Development staff is working with Architect and Consultants on build-out for proposed project of warehouse expansion area to add additional offices to alleviate crowded work areas in main office.
- Site walk with Architect scheduled for 04/17/23 with development staff.

Audits

- HDC 2022 underway.
- Weekly meetings with audit team on for ongoing progress sending requested documentation to keep all Limited Partnership audits moving forward.
- Draft tax returns to LP's.

Capital Improvements

- Insurance claims for fences that fell during recent heavy rains have been paid out and funds received. Development staff is working with Maintenance staff on approved quotes to have repair work completed.
- Development team is working with our property management team to ensure needed capital improvement requests throughout the portfolio are completed in a timely manner. Detail can be found in property management section of report for those items currently underway and in HACM's property management report.

Tynan Modernization job close-out

- With recent rains, additional areas of water intrusion have been discovered. Staff is coordinating with Axis, GC that performed work.
- Tynan modernization job – pending handrails extra work on building A and additional waterproofing at building entrance.
- Additional water intrusion being investigated at another location in Bldg. C.

Tynan commercial space

- Commercial space tenant- barber shop is pending receipt of tenant improvement estimates.
- Deli/restaurant operations running well.

Haciendas 1&2 metals job

- Development staff working on next phase of metals repair in conjunction with Architect and HACM maintenance supervisor. Scope of work will be split between onsite maintenance staff and outside contractor.

Project Based Section 8

- Staff completed HUD web based instructional system for environmental review (WISER) training and others nearing completion in accordance with HUD MOU.
- AHAP nearing completion for a developer under closing construction timeline.
- Development staff reviewing other PBV submissions that are at different stages of AHAP/HAP execution.
- Development team staff assisting housing programs department.

HDC Portfolio managed by the John Stewart Company and Paso Robles Housing Authority

- Please see attached reports.

Resident Services

- Please see attached resident services highlights.



JSCo Monthly Management Report

Monday, April 24, 2023

5:00 PM

BENITO AFFORDABLE/FLC

1. Vacancy:
 - a. Benito Affordable has 1 vacant unit
 - b. Benito FLC 1 vacant unit
2. Audits / Budgets
 - a. HOME Audit was schedule for 3-8-2023- Repairs needed.
3. Resident Services: Benito FLC/Affordable has no After School Program on site.
 - a. Resident Services provided by Life Steps scheduled: Tuesdays 9:00 – 12:00 pm.
Shared with Monterey St Affordable
Community rooms are open to the public.
4. Capital Improvement/ maintenance: Repairs for HOME findings in progress.
5. Staff:
 - a. Maintenance position open: Offered has been made and accepted; pending background check.

MONTEREY AFFORDABLE

1. Vacancy:
 - a. 100% occupied
2. Reporting & Audits : None Pending
3. Resident Services:
 - a. Life Steps is active with the afterschool program.
 - b. Severo Gasca, Program Coordinator, Mon- Fri, 3 pm- 6pm
 - c. DSS Elvia Velázquez, Mon / Tues: 3:30PM- 6:30PM
 - d. Community rooms open to the public.
4. Capital Improvement/ maintenance
 - a. Trial window replacement completed 11-18-2022 by King City Glass. Bid/ Proposal: submitted 12/20.22. Only good for 60 days. This was not approved by HDC. Current quote expired. Pending new updated quote.
 - b. Requesting approval for 2 On-site laptops: Manager office desktop being shared with (Life Steps) the after-school program, adult services program, and Hector (MST Maintenance).



RIPPLING RIVER

1. Vacancy:
 - a. 100 % Occupied
2. Reporting & Audits Pending
 - a. Reporting & Audits Pending: Berkadia Mortgage Inspection 2/23/23-Pending Results
 - b. HOME rescheduled inspection 4/13/23
3. Resident Services:
 - a. Life Steps-Looking for replacement (temporary staff)
 - b. RA and Management are working with Loaves and Fishes to upgrade resident computers in Common Area and provided iPad to those that qualify.
 - c. RA and Management are working with MCRFD to present a presentation focusing on Fire and life Safety hazards that come along with hoarding in our communities March meeting cancelled due to weather, waiting to set a new date in -April 2023
 - d. Visiting Nurses Association returns in- April 2023
 - e. Community rooms are open to public. Resident Association holds monthly meetings and special events, Bingo, Movie Matinees.
4. Capital Improvement/ maintenance.
 - a. All Carbon monoxide updated in all Units- March 2023
 - b. Generator switch continues to be on back order- new dates April-May 2023
 - c. Haro and Kasunich Engineers, Chris George, lead Geo Technical Engineer is waiting for final geologist's report
 - d. Looking at Bids for Tree trimming and maintenance around the property. Received 1, pending 1

FANOE VISTA APARTMENT

1. Vacancy:
 - a. None, 100% Occupancy
2. Reporting & Audits Pending
 - a. Will have a CTCAC audit in 2023. Date TBD.
3. Resident Services: Services : Life Steps:
 - a. After School program scheduled for 3:30 pm to 6:00 pm
 - b. Monday service coordinator 11:00 AM to 5:30 PM
 - c. Community rooms are open.
4. Capital Improvements/ maintenance: Tree trimming.



TYNAN VILLAGE APARTMENTS

1. Vacancy:
 - a. 4 vacant units: (1) scheduled move in for 4/3/23, (1) VAWA transfer-pending HACM VAWA review, 3 applicants in process for remaining 2 units.
2. Reporting & Audits Pending
 - a. Alliant Desk Audit completed on 01/12/2023. Waiting for close out letter.
 - b. TCAC Audit corrections completed on 12/19/22. Waiting for close out letter.
3. Resident Services
 - a. After School Program on hold.
4. Capital Improvements/Maintenance
 - a. Bioswales repairs completed. Waiting on City of Salinas to schedule inspection date.
 - b. Interior hallway and stair way painting proposals obtained and forwarded to RM for review.
 - c. Exterior lighting on Alisal Street proposals obtained and forwarded to RM for review.
5. Staffing Update:
 - a. Currently hiring for Resident Services Coordinator



Empowerment. Impact. Community.
One STEP at a time.

3247 Ramos Circle Sacramento, CA 95827
916-965-0110, Fax: 916-965-0102
www.LifeSTEPSusa.org

Haciendas I and II

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: Housing Authority County of Monterey

Director of Social Services: Sheila Morales

Period Beginning

Mar 01, 2023

Period Ending

Mar 31, 2023

Administrative Comments

Due to staff scheduling, Service hours were reduced and will be made up.

Service Requirements

CTCAC: Adult Educational classes 60 hours per year, Service Coordination 406 hours per year and individualized Health and Wellness services 117 hours per year

DSS Site Visits

Mar 03, 2023

Mar 10, 2023

Mar 20, 2023

Mar 24, 2023

Mar 27, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Mar 03, 2023	Money Matters: Budgeting at Your Fingertips	11	1.00
Mar 10, 2023	Money Matters: Financial Priorities	11	1.00

Totals

22

2.00

Additional Services and Education

Date	Topic	Participants	Hours
Computer Literacy			
Mar 20, 2023	Mobile Devices: Tech 101 Workshop	4	3.00
Subtotal for Computer Literacy		4	3.00
Employment			
Mar 20, 2023	Job Search/Applications: J.O.B.S. Interest Assessment	10	3.50
Subtotal for Employment		10	3.50
Health and Wellness			
Mar 27, 2023	Food Distribution: Food Bank Distribution	10	2.75
Subtotal for Health and Wellness		10	2.75
Life Skills Education			
Mar 24, 2023	ESL: ESL Classes	11	3.00
Subtotal for Life Skills Education		11	3.00

Totals

35

12.25

Individualized Case Management Services

Date	Topic	Residents	Hours
Mar 03, 2023	Financial Budgeting	11	2.75
Mar 10, 2023	Utilities	1	2.00
Mar 10, 2023	Financial Budgeting	11	2.75
Mar 24, 2023	Healthy Lifestyles	1	0.50

Totals 24 8.00

Social Service Coordination

Date	Administration Type	Hours
Mar 10, 2023	Recording Needs Assessment Surveys	0.25
Mar 20, 2023	Recording Needs Assessment Surveys	0.50
Mar 24, 2023	Service Coordination Administration	2.50
Mar 31, 2023	Service Coordination Administration	3.50
Mar 31, 2023	Supportive Housing Agency Collaboration	2.50

Total 9.25

Donations

Date	Donor	Item Donated	Value
Mar 27, 2023	Food Bank of Monterey	Food Commodities	\$100.00

Total \$ 100.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Mar 03, 2023	Socials, General: Healthy Snack Social	22	2.50
Mar 27, 2023	Socials, General: Donut Social	18	3.75
Mar 27, 2023	Crafts: Arts and Crafts Social	8	0.50

Totals 48 6.75

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



Food Distribution
Mar 27, 2023



Arts and Crafts
Mar 27, 2023



Tynan Village

A P A R T M E N T S

323 Front Street, Ste 111 • Salinas, CA 93901 • 831-757-3192



APRIL 2023



HIGHLIGHTS

Spring Is Here! Time to Do Some Spring Cleaning. Here Are Some Cleaning Tips:

- Bedrooms: declutter closets, wash bedding, dust blinds, wipe down walls, baseboards and door frames.
- Bathrooms: wipe down counters, clean sinks and tub(s), deep clean toilet(s), clean light fixtures and fans.
- Kitchen: declutter & organize cabinets, clean countertops, stove, fridge inside & out, deep clean oven, sanitize dishwasher.
- Living room: wipe down furniture, clean blinds.

¡La primavera está aquí! Es hora de hacer una limpieza de primavera. Estos son algunos consejos de limpieza:

- Dormitorios: despeje los armarios, lave la ropa de cama, quite el polvo de las persianas, limpie las paredes, los zócalos y los marcos de las puertas.
- Baños: limpie los mostradores, limpie los lavabos y las bañeras, limpie a fondo los inodoros, limpie los accesorios de iluminación y los ventiladores.
- Cocina: despeje y organice los gabinetes, limpie las encimeras, la estufa, el refrigerador por dentro y por fuera, limpie profundamente el horno, desinfecte el lavavajillas.
- Sala de estar: limpiar muebles, persianas de clan.

BULLETIN BOARD

Tynan Staff Members

Property Manager
Gaby Narez
Assistant Property Manager
Vanessa Almeida
Occupancy Specialist
Jennifer Al-Sindi
Lead Maintenance
Jose Astorga

Important Numbers

After-Hours Emergency
831.755.5711
Security
831.769.1779
Nonemergency Dispatch
831.758.7321

NOTES & NEWS

Parking

Management is monitoring parking closely. Please be sure to follow the parking agreement. As a reminder, there is no "visitor parking" on the property at any time. Vehicles will be towed at owner's expense.

Estacionamiento

La administración está monitoreando de cerca el estacionamiento. Asegúrese de seguir el acuerdo de estacionamiento. Como recordatorio, no hay "estacionamiento para visitantes" en la propiedad en ningún momento. Los vehículos serán remolcados a expensas de los propietarios.

Community Service Hours

Please contact our office if you have a household member who would like to earn community service hours.

Horas de servicio comunitario

Comuníquese con nuestra oficina si tiene un miembro del hogar al que le gustaría ganar horas de servicio comunitario.

Loitering



No loitering in the hallways or anywhere on the property. There is no loitering allowed. Please be sure to make all household members and visitors aware.

Merodeando

No merodear en los pasillos o en cualquier lugar de la propiedad. No se permite merodear. Asegúrese de informar a todos los miembros del hogar y visitantes.



April 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April</i>						1 Rent Due
2	3	4	5 Don't Miss It! Last Day to Pay Rent Before Late Fees Begin!	6	7 Good Friday	8
9 Easter	10 	11	12	13 Food Bank @ Tynan Village From 1pm-3pm	14	15
16	17	18	19	20	21 	22 Earth Day
23/30	24	25	26	27 Food Bank @ Tynan Village From 1pm-3pm	28	29

"This Month In History"

APRIL

1902: Tally's Electric Theater in Los Angeles opens. It was the first theater in the U.S. to be built with the sole purpose to show movies, not stage shows.

1917: The United States formally enters World War I, marking a turning point in the conflict that had been ongoing for nearly three years. The Great War ended just over a year and a half later.

1923: Yankee Stadium in New York City hosts its first baseball game. The Yankees defeated the Red Sox 4-1.

1938: Bugs Bunny makes his first cartoon appearance in "Porky's Hare Hunt."

1954: The United States Air Force Academy is established just north of Colorado Springs, Colo. Cadets attend the academy to receive military training for either the Air Force or Space Force.

1969: The first temporary artificial heart is used to successfully sustain a patient for 65 hours while waiting for a human heart to become available.

1977: Fifteen women in the House of Representatives hold the first Women's Caucus meeting. The bipartisan organization is now known as the Congressional Caucus for Women's Issues.

1997: At age 21, golfer Tiger Woods takes the title of Masters champion, becoming the tournament's youngest winner—a record he still holds today.

2004: Google launches the free email service Gmail. Since the announcement was made on April Fools' Day, the public was skeptical of its authenticity. Today, Gmail is actively used by 1.5 billion people around the globe.

Benito Affordable / FLC



OFFICE HOURS:
MONDAY - FRIDAY
8:30 AM TO 4:30 PM

HORARIO:
lunes - viernes
8:30 AM a 4:30 PM

Sylvia Sides, Property Manager
Maria Morales, Asst. Property Manager
Jorge Amezcua, Maintenance Technician

2023

425 Benito Street, Soledad, CA 93960
PH: 831.678.8852 FX: 831.678.1702
benitoflc@jSCO.net



ANNUAL RECERTIFICATION FOR **BENITO FLC** WILL BEGIN IN APRIL!

The following documents will be required for all adult household members :



- Paystubs for the last 3 months
- Unemployment Award, Social Security or Disability Benefits Letter(s)
- Education Scholarship Award Letters for current full-time students
- Bank Statements for every account (ex: checking, savings, etc) for last 6 months
- Retirement, Stock, 401K, Money Market or IRA accounts for last 6 months
- Insurance Policies with cash/surrender value
- Other documents as requested by management

ALL ADULTS AND MINORS (WHO WILL TURN 18 THIS YEAR) MUST BE PRESENT!

¡LA RECERTIFICACIÓN ANUAL PARA **BENITO FLC** COMENZARÁ EN ABRIL!

Se requerirán los siguientes documentos para todos los miembros adultos del hogar:

- Recibos de pago de los últimos 3 meses
- Carta(s) de concesión de desempleo, seguro social o beneficios por discapacidad
- Cartas de concesión de becas educativas para estudiantes actuales de tiempo completo
- Estados de cuenta bancarios de cada cuenta (p. ej., cheques, ahorros, etc.) de los últimos 6 meses
- Cuentas de jubilación, acciones, 401K, Money Market o IRA durante los últimos 6 meses
- Pólizas de seguro con valor en efectivo/rescate
- Otros documentos solicitados por la gerencia

¡TODOS LOS ADULTOS Y MENORES QUE CUMPLIRÁN 18 AÑOS ESTE AÑO DEBEN ESTAR PRESENTES!



MAINTENANCE AFTER-HOURS EMERGENCIES CALL 678-8852
 MANTENIMIENTO FUERA DEL HORARIO DE
 EMERGENCIAS LLAME AL 678-8852



CALL 911

**IMMEDIATELY IF YOU OR A PERSON NEARBY
 ARE EXPERIENCING AN EMERGENCY MEDICAL
 SITUATION, A FIRE, ELECTRICAL OR CHEMICAL
 EMERGENCY, DO NOT FEEL SAFE, OR ARE IN
 PERSONAL DANGER.**

**SOLEDAD POLICE NON-EMERGENCY
 831-755-5111. PRESS 1 FOR ENGLISH, 2 FOR
 SPANISH, THEN PRESS 3 FOR SOLEDAD PD**



**CALL PG&E
 1-800-743-5000**

Child Abuse
 831-755-4661
 Adult Protective Services
 1-800-510-2020

YWCA Monterey County
 Domestic Violence
 831-372-6300 or
 831-757-1001



WHAT IS LifeSTEPS? LifeSTEPS serves families living in affordable housing communities through social services and educational programs. LifeSTEPS is a private nonprofit organization that develops and implements effective social services and education programs.

¿QUÉ ES LifeSTEPS? LifeSTEPS sirve a familias que viven en comunidades de viviendas asequibles a través de servicios sociales y programas educativos. LifeSTEPS es una organización privada sin fines de lucro que desarrolla e implementa servicios sociales y programas educativos efectivos.

Contact Sheila Morales
 Director of Social Services
 (831) 204-2172 Smorales@lifeSTEPSusa.org



Dial 211: they will connect callers with trained referral specialists in our area.



(831) 223-5178



(831) 422-0602



CET is a trade school that provides training and skills in several different careers. Start yours today!

Call CET for more details at (831) 678-0448

Rental assistance available (must work in agriculture). **Contact Management for rental assistance referral form.**



(831) 755-4448



City of Soledad
(831) 223.5178
 157



1-866-901-3212



Monterey Street & Benito Street

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: John Stewart Company

Director of Social Services: Sheila Morales

Period Beginning

Mar 01, 2023

Period Ending

Mar 31, 2023

Administrative Comments

Due to staff vacation, After School Program hours were reduced. After School Program make-up hours were applied during this period.

DSS Site Visits

Mar 07, 2023

Mar 13, 2023

Mar 21, 2023

Mar 28, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Mar 07, 2023	Money Matters: Budgeting at Your Fingertips	10	1.00
Mar 21, 2023	Money Matters: Financial Priorities	10	1.00
Mar 28, 2023	Money Matters (Senior): Thriving on a Fixed Income	10	1.00

Totals **30** **3.00**

Additional Services and Education

Date	Topic	Participants	Hours
Financial			
Mar 13, 2023	Budgeting: Stretch Your Dollar: Organization	10	3.00
Subtotal for Financial		10	3.00
Health and Wellness			
Mar 13, 2023	Food Distribution	12	2.50
Mar 21, 2023	Healthcare Presentation/Service: Health at Home, Finding the Right Support	10	2.50
Subtotal for Health and Wellness		22	5.00

Totals **32** **8.00**

After School Program

LifeSTEPS provides an after school program that provides a safe, caring, and academically challenging environment in which children may develop their self-esteem, creativity, learning and social skills through the use of age-appropriate activities and materials. The children concentrate on homework and academics for the first portion of each meeting. After completion of homework, the children participate in activities from the LifeSTEPS' After School Program Curriculum.

Program Coordinator(s): Severo Gasca Pantoja

Week Ending Date	Activities from LifeSTEPS Curriculum	Participants for Week	Class Hours for Week
Mar 03, 2023	Art Activities Math Puzzles/Activities	12	9.00

Week Ending Date	Activities from LifeSTEPS Curriculum		Participants for Week	Class Hours for Week
Mar 10, 2023	Art Activities Math Puzzles/Activities Outdoor Health and Wellness	Physical Activities Homework	19	12.00
Mar 18, 2023	Art Activities Holiday Activities	Physical Activities Homework	29	15.00
Mar 25, 2023	Art Activities Holiday Activities Math Puzzles/Activities	Physical Activities Homework	34	15.00
Mar 31, 2023	Art Activities Physical Activities	Homework	15	9.00

Totals **109** **60.00**

Individualized Case Management Services

Date	Topic	Residents	Hours
Mar 07, 2023	Rental	2	2.00
Mar 07, 2023	Utilities	1	0.25
Mar 07, 2023	Financial Budgeting	10	2.50
Mar 21, 2023	Financial Budgeting	10	2.50
Mar 28, 2023	Financial Budgeting	10	2.50

Totals **33** **9.75**

Social Service Coordination

Date	Administration Type	Hours
Mar 07, 2023	Service Coordination Administration	1.50
Mar 13, 2023	Service Coordination Administration	1.50
Mar 28, 2023	Service Coordination Administration	1.50

Total **4.50**

Donations

Date	Donor	Item Donated	Value
Mar 13, 2023	Food Bank of Monterey	Food Commodities	\$140.00

Total **\$ 140.00**

Community Building Enrichment Activities

Date	Event	Participants	Hours
Mar 07, 2023	Socials, General: Stress Free Coloring	21	0.75
Mar 21, 2023	Crafts: St. Patrick's Day Arts and Crafts	4	1.50
Mar 28, 2023	Socials, General: Nutrition Social	28	1.00

Totals **53** **3.25**

Percent of units served during the past 12 months: 85.6%

Resident Services in Action



Saint Patrick's Day Social
Mar 07, 2023



Snacks for ASP
Mar 13, 2023

Sheila Morales
Director of Social Services
 831-204-2172

Resident Message Line:
855-395-4463

Call to make an appointment

Monterey & Benito



Tuesday, April 4	Monday, April 10	Tuesday, April 18	Tuesday, April 25
<p><u>Social Services:</u> DSS will be available to meet with you between 9:00am -4:30pm</p> <p><u>Class: Discover Your Career Interests and Skills</u> 10:00am</p> <p>(Benito)</p> <p><u>Egg Hunt and Spring Social</u> Everyone is welcome to join us, come get some food and sweets! 1:00pm</p> <p>(Monterey)</p> <p><u>Spring Arts and Crafts</u> 4:00pm</p>	<p><u>Social Services:</u> DSS will be available to meet with you between 9:00am -4:30pm</p> <p><u>Stretch Your Dollar with Spring Cleaning</u> 10:00am</p> <p>(Benito)</p> <p><u>Food Distribution</u> 2:00pm</p>  <p>(Benito)</p> <p><u>Case Management</u> Call and make an appointment. DSS will Be available. 3:30pm</p>	<p><u>Social Services:</u> DSS will be available to meet with you between 9:00am -4:30pm</p> <p><u>Class: Wow Them with Applications, Cover Letters, and Resumes</u> 10:00am</p> <p>(Monterey)</p> <p><u>Spring cleaning:</u> Declutter and spring-cleaning tips! 1:00pm</p> <p>(Benito)</p> <p><u>Case Management</u> Call and make an appointment. DSS will Be available. 3:30pm</p>	<p><u>Social Services:</u> DSS will be available to meet with you between 9:00am -4:30pm</p> <p><u>J.O.B.S.- Skills Matcher</u> 10:00am</p> <p>(Benito)</p> <p><u>ESL Class</u> Learn to speak, read and write in English as a second language. ¡Vengan a aprender ingles! 1:00pm</p> <p><u>Tax Season</u> Join us and learn how and where you can file your taxes. 3:00pm</p>



Empowerment. Impact.
 Community.
 One STEP at a time.





Rippling River

Property Owner: Monterey County Housing Authority Development Corporation

Property Management Company: John Stewart Company

Director of Social Services:

Period Beginning

Mar 01, 2023

Period Ending

Mar 31, 2023

Administrative Comments

Due to staff scheduling, Service hours were reduced and will be made up.

DSS Site Visits

Mar 09, 2023

Mar 17, 2023

Mar 30, 2023

Educational Classes

Depending on the needs and interests of the members of each community, LifeSTEPS provides a wide variety of on-site educational opportunities. LifeSTEPS has established a proprietary curriculum for three-month classes in core areas. Class preparation time is reflected in the staff hours.

Date	Class Title	Participants	Hours
Mar 09, 2023	Money Matters (Senior): Budgeting at Your Fingertips	12	0.50
Mar 30, 2023	Money Matters (Senior): Financial Priorities	11	1.50

Totals

23

2.00

Additional Services and Education

Date	Topic	Participants	Hours
Computer Literacy			
Mar 30, 2023	Computer Basics: Computer Literacy	5	1.25
Subtotal for Computer Literacy		5	1.25
Financial			
Mar 17, 2023	Credit Counseling: Stretch Your Dollar: Organization	10	3.00
Subtotal for Financial		10	3.00
Health and Wellness			
Mar 17, 2023	Food Distribution: Monthly Food Distribution	33	2.00
Subtotal for Health and Wellness		33	2.00
Life Skills Education			
Mar 30, 2023	Community Resources: SSA Retrieval Letter	10	1.00
Subtotal for Life Skills Education		10	1.00

Totals

58

7.25

Individualized Case Management Services

Date	Topic	Residents	Hours
Mar 09, 2023	Financial Budgeting	12	3.00

Date	Topic	Residents	Hours
Mar 17, 2023	Rental	1	0.75
Mar 17, 2023	Utilities	1	0.25
Mar 30, 2023	Financial Budgeting	11	2.75

Totals 25 6.75

Social Service Coordination

Date	Administration Type	Hours
Mar 09, 2023	Service Coordination Administration	2.00
Mar 30, 2023	Service Coordination Administration	1.50

Total 3.50

Donations

Date	Donor	Item Donated	Value
Mar 17, 2023	Food Bank of Monterey	Food Commodities	\$264.00

Total \$ 264.00

Community Building Enrichment Activities

Date	Event	Participants	Hours
Mar 17, 2023	Socials, General: St. Patrick's Day Social	10	2.00

Totals 10 2.00

Percent of units served during the past 12 months: 100.0%

Resident Services in Action



St. Patricks Day Social & Bingo

Mar 17, 2023



St. Patricks Day Snacks

Mar 17, 2023

JSCo Monthly Occupancy Summary for HACM Properties										3/31/2023
Property Name	Total Units	Total Units Occupied	Percent Occupied	Total Units Vacant	Security Deposits Received	Apps. in Process	PBS8 Vouchers Residents	HC Vouchers Residents	Apps. on Wait List	Comments
Benito Affordable	70	69	99%	1	1	2	25	0	414	2 Applicants in process for the 5BR unit. Once background check comes in for the applicant who is first on the w/l file will be submitted to compliance dept.
Benito FLC	73	72	99%	1	1	2	0	0	121	Running 2 applicants for the vacant unit, but will have to stop the process on the applicant due to having to transfer current resident to this unit due to being
Fanoe Vista	44	44	100%	0	0	2	43	0	N/A	100%
Monterey Street	52	52	100%	0	1	4	9	3	202	Marcela Santos Currently in Litigation. Pending move out June/ July 2023. Interest letters sent out, screening applicants. (Unit 245) Lizette Beltran , 30 day notice, 3/27/23. (Unit 285)
Rippling River	79	79	100%	0	0	2	79	0	15	2 applications in process for future vacancies.
Tynan Village	171	167	98%	4	1	3	42	30	915	(1) 3 BD PBV- scheduled move in for 4/3/23. (1) 3bd TC- Possible VAWA transfer, pending HACM VAWA review, (1) 1 BD MR-processing 1 applicant, new interest letters sent out. (1) 3BD MR- processing 2 applicants.
Totals	489	483	99%	6	4	15	198	33	1667	

Note: Security Deposits received are from applicants pending approval/move-in.

Compelted Inspections/Audits: Give a narrative (separate page) on findings and corrective measures.

Property	Inspection	Date	Findings Y/N	Comments or corrections	Property	Inspection	Date	Findings Y/N	Comments or Corrections
Benito Affordable	RBC	1/27/2023	N		Monterey Street	CTCAC			
	PBV CTCAC HACM	2/1/2023	N			HDC Union Bank PBV			
Benito FLC	HOME	3/8/2023	Y		Rippling River	Berkedia			
	RBC	1/27/2023	N			HOME			
	HACM USDA CTCAC	2/1/2023	N			Housing Authority CTCAC Alliant			
Fanoe Vista	Alliant				Tynan	CTCAC			
	PBV CTCAC Housing Authority					City of Salinas HACM Alliant HCD			

3/31/2023		Days Vacant		Benito FLC		Benito Affordable		Fanoe Vista		Monterey St		Rippling River		Tynan Village	
unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant	unit #	Days Vacant
585	31	465	173									305C TC	32		
												102C MR	22		
												302B PBV	124		
												308A MR	47		

Tenant Services – March 2023

Community Services Provided:

- Managed free fruit/vegetables/commodities distribution for Oak Park families from Food Bank
- Provided YouthWorks job skills program for teens
- Provided homework support for elementary school students
- Provided weekly study hall for teens
- Provided mentoring by phone for YW graduates
- Continued distribution of canned goods from the local Latter Day Saints church to families
- Hosted 2 UndocuSupport focus groups – 1 in Spanish & 1 in Mixteco
- Put on Spring Community Open House

<u>Participation</u>	<u>Total</u>
Youth Activities	51
Oak Park 1	54
Oak Park 2	126

Oak Park April 2023

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					1	2
3:30 YouthWorks 3:30 Tutoring	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farmina	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farmina	4:30 Speakers from Cuesta College			
3	4	5	6	7	8	9
11:00 Ducklings soccer 2:30 YouthWorks 4:00 YW Farming	11:00 Ducklings soccer 2:30 YouthWorks 4:00 YW Farming	11:00 Ducklings soccer 2:30 YouthWorks 4:00 YW Farming	11:00 Ducklings soccer 2:30 YouthWorks 4:00 YW Farming	11:00 Ducklings soccer 1:30 Food Distribution	8:00 Community Yard Sale	16
10	11	12	13	14	15	23
3:30 YouthWorks 3:30 Tutoring 4:00 YW Farming	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming 5:00 Dignity Health Cancer 101 (bilingual)	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming	4:00 Study Hall 4:00 YW Farming	21	22	23
17	18	19	20	21	22	23
3:30 YouthWorks 3:30 Tutoring 4:00 YW Farming	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming	4:00 Study Hall 4:00 YW Farming	1:30 Food Distribution		
24	25	26	27	28	29	30
3:30 YouthWorks 3:30 Tutoring 4:00 YW Farming	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming	4:00 YouthWorks 4:00 Tutoring 4:00 YW Farming	4:00 Study Hall 4:00 YW Farming	1:30 Food Distribution		



REPORT TO HDC REGULAR BOARD MEETING March 2023

OAK PARK 1, 80 Units, 100% Tax Credit with HOME, and USDA

1. Vacancy:
 - a. 0 vacancies.
 - b. 1 unit gave Notice for an April 21st move-out. Moving to San Luis Obispo to be closer to work and daughter's school. Unit already has a move-in date of 05/01/23 with holding deposit
2. Audits Pending
 - a. None
3. Resident Services
 - a. YouthWorks daily activity, 2 hours a day, Mon-Thurs
 - b. After School Homework support, 2 hours a day, Mon-Thurs
 - c. Food Distribution, 2 times a month
4. Capital Improvement/ Maintenance
 - a. No capital improvements or major maintenance pending.

OAK PARK 2, 70 Units, 100% Tax Credit

1. Vacancy:
 - a. 0 vacancies
 - b. No Notices.
2. Reporting & Audits Pending
 - a. None
3. Resident Services
 - a. YouthWorks daily activity, 2 hours a day, Mon-Thurs
 - b. After School Homework support, 2 hours a day, Mon-Thurs
 - c. Food Distribution, 2 times a month
 - d. ESL classes utilizing the Community Room on Monday & Wednesday mornings
4. Capital Improvement/ Maintenance
 - a. No capital improvements or major maintenance pending.



Housing Programs Board Report

Presented by Maria Madera

MEMORANDUM

TO: Board of Commissioners
THRU: Zulieka Boykin
Executive Director
FROM: Maria Madera
Director of Housing Programs
RE: Housing Programs Report
DATE: April 10, 2023



Project-Based Voucher Program

- ❖ Total Waiting List of all PBVs **7,144 applications** (Salinas, South County, Peninsula)
- ❖ HACM continues accepting applications for all 4, and 5 bedrooms in South County and 4 and 5 bedrooms in Salinas for the Project -Based Voucher Program. For one- and two-bedrooms units the waiting list for One Parkside is open until further notice.
- ❖ Eligibility staff continues to update the project-based waiting list for all bedroom units.

Housing Choice Voucher Program

- ❖ Total Waiting List for HCV – **2,223 applications**
- ❖ Staff have scheduled 136 applicants for the month of March and **148** were scheduled on **Saturday April 8, 2023**. We had only **45** families that attended their eligibility interview.
- ❖ Staff will be sending out **2,223** interest letters to the remaining applicants on the waiting list. For those that respond to the interest will be scheduled for an eligibility interview.

Issued/Leased Vouchers

2023	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.
Issued	54	34	35	14								
Leased	29	19	24	2								

- ❖ Staff received **254** referrals from CoC. Staff are currently working on the referrals and contacting the agencies to schedule the referral in the coming weeks.
- ❖ Staff have scheduled the first 60 referrals to determine income-eligibility.
- ❖ Total number of families searching is the following:
 - Total Briefed: **96**
 - Total Leased: **117**

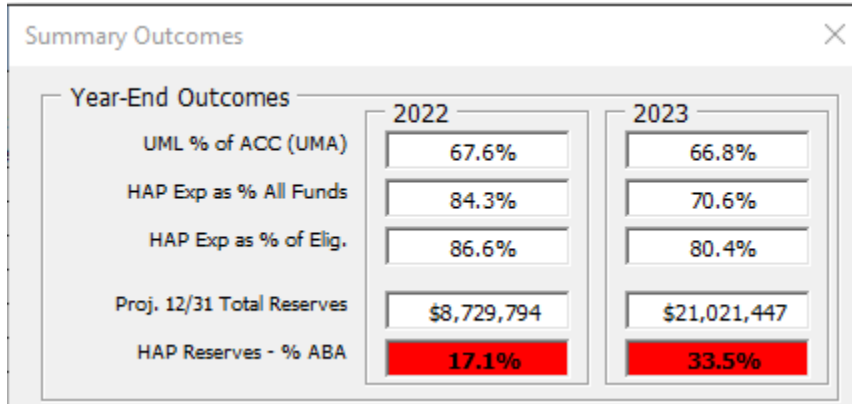
❖ **Two-Year Tool Chart (Attached)**

- The objective of the Two-Year Tool is to analyze a PHA’s utilization situation, which includes running basic leasing and spending scenarios to better inform decisions going forward in an effort optimize the program.
- The two-year tool is used to monitor leasing:

- Maximize funding for the following year.
- Maximize leasing for the current year.
- Prevent PHAs going into shortfall.

❖ **Summary Outcome Chart (Attached)**

- This box allows an analysis to run leasing scenarios. This tool will provide live forecasting data for PHA's:
- UML % of ACC (UMA)
- HAP expense as a % of all funds
- HAP expense as of a % of eligibility
- Projected 12/31 total reserves
- HAP reserves as a % of ABA (annual budget authority)



- ❖ Staff is currently working on interims to increase the payment standard during HAP contract term. HACM was approved for the waiver under the PIH-Notice 2022-30 to increase the payment standards for the family at any time after the effective date of the increase, rather waiting for the next regular re-examination. Applying the increase of the payment standards would enable us to utilize the HAP Reserves as of December 31, 2023.

HOUSING CHOICE VOUCHER PROGRAM

Utilization lease-up percentage rate each month for the following programs:

HCV Program	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded ACC	4,793	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917	4,917
Total units Leased	3,316	3,336	3,355									
Unit Utilization	69%	67%	68%									
Success Rate	11%	6%	13%			172						

VASH Program	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	324	324	324	324	324	324	324	324	324	324	324	324
Total units leased	225	228	229									
Unit Utilization	69%	70%	70%									
Success Rate	8%	0%	100%									

Mainstream Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	59	59	59	59	59	59	59	59	59	59	59	59
Total units Leased	21	20	20									
Unit Utilization	35%	33%	33%									
Success Rate	0%	0%	0%									

Family Unification	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	42	42	42	42	42	42	42	42	42	42	42	42
Total units Leased	35	34	36									
Unit Utilization	83%	80%	85%									
Success Rate	0%	0%	100%									

Emergency Housing Voucher	January	February	March	April	May	June	July	August	September	October	November	December
Total Awarded	269	269	269	269	269	269	269	269	269	269	269	269
Total units Leased	88	96	114									
Unit Utilization	32%	35%	42%									
Success Rate	0%	0%	0%									

Cumulative Overall, Success Rate: 54%

Total Vouchers awarded including Mainstream is: **4,917**.

Total Special Program awarded is **425** is the following:

- **VASH-324**
- **Family Unification-42**
- **Mainstream-59**

Total Foster Youth to Independence awarded is: **65**.

The budget utilization is the total program cost and divide monthly equals the percentage of the budget authority.

Calendar	HACM Monthly HAP Dollars Spent	HUD Monthly Disbursement Amount		Utilization %
January 2023	\$4,184,552	\$4,249,603	0.9846924	98.469245
February 2023	\$4,542,972	\$4,278,857	1.0617256	106.17256
March 2023	\$4,354,154	4,594,286	0.947732	94.7732
April 2023				
May 2023				
June 2023				
July 2023				
August 2023		173		

September 2023				
October 2023				
November 2023				
December 2023				

HCV Leasing and Spending Projection

				Utilization Report:				UtilizationReport				Print		TYT Guide		TYT Videos	
PHA Name	County of Monterey Hsg Auth			PHA Number	CA033			Save		Access Additional Tools		Disclaimer					
ACC/Funding Information				Funding Proration/Offset Levels		Program Projection Variables				Leasing and Spending Outcomes: Current and Following Year Projections							
ACC	Current Year (2022)	Year 2 (2023)	Year 3 (2024)	HAP		Success Rate	70%		Non-PBV Annual Turnover Rate	7.3%		2022		2023			
Beginning ACC Vouchers	4,771	4,858	4,858	Year 2 (2023) Rebenchmark	133.1%					PIC EOP % as of 2/28/2023 (183 EOPs): 5.80%	UML % of ACC (UMA)	67.6%	66.8%				
Funding Components	Current Year (2022)	Year 2 (2023)	Year 3 (2024)	Year 3 (2024) Rebenchmark	100.0%	Time from Issuance to HAP Effective Date (Current: 2.28 months)					HAP Exp as % of All Funds	84.3%	70.6%				
Initial BA Funding (net offset)	\$50,330,238	\$62,371,731	\$50,390,359	Year 2 (2023) % 'Excess' Reserves Offset	33.0%	% leased in 30 days	18%			2023 Estimated Inflation Factor	HAP Exp as % of Eligibility only	86.6%	80.4%				
Offset of HAP Reserves	\$0	\$0	\$0	Year 3 (2024) % 'Excess' Reserves Offset	0.0%	% leased in 30 to 60 days	40%			33.1%	End of Year Results						
Set Aside Funding	\$3,000,000			Administrative Fees		% leased in 60 to 90 days	38%				Projected 12/31 Total HAP Reserves	\$8,729,794	\$21,021,447				
New ACC Units Funding	\$781,251	\$310,281	\$0	Year 1 (2022)	89.0%	% leased in 90 to 120 days	4%				HAP Reserves as % of ABA (Start: 2.8%)	17.1%	33.5%				
Total ABA Funding Provided	\$54,111,489	\$62,682,012	\$50,390,359	Year 2 (2023)	92.0%	% leased in 120 to 150 days	0%				"Excess" Reserves Subject To Offset	\$0	\$18,359,026				
PHA Income	\$0	\$0									End of Year 3 Results (2024)						
Total Cash-Supported Prior Year-End Reserves	\$1,494,574	\$8,729,794	\$21,021,447	HUD-Held Reconciliation - 12/31/2021 Cash Sufficiency Check								\$23,842,296	47.3%	Projected Total HAP Reserves ===== Reserves % BA			
				HUD-established CYE HHR	\$1,494,832	HUD-established CYE HHR											
Total Funding				HUD-Estimated Restricted Net Position	(\$258)	\$5,317,973	PHA-Held Cash 12/31/2021 (VMS)				Administrative Fees Analysis		See Detail	2022	2023		
Total Funding Available	\$55,606,063	\$71,411,806	\$71,411,806	HUD-Reconciled	\$1,494,574	\$6,812,805	HUD-Reconciled (Cash Capped)			<= 7,200 UMLs (No Proration)	> 7,200 UMLs (No Proration)	Admin Fees Earned (PY: \$3,743,535)	\$4,120,528	\$4,252,336			
				Lower of H17/I17 (May Override)	\$1,494,574	Lower of H17/I17 (May Override)				\$123.67	\$115.41	Expense	\$2,640,863	\$2,574,372			
				HUD-Reconciled RNP v PHA-Reported RNP									Expense %	64.1%	60.5%		
				HUD v. PHA difference: (\$1,330,596.00) or -2.6% of Eligibility	\$1,330,338	<-EOY VMS RNP ===== HUD-estimated RNP--> (\$258)				CA033 has a cost per UML of \$66.53 compared to its Earnings/UML & Size peer group of \$80.42 (a difference of -20.9%) and its state peer group (of all PHAs in the state) of \$87.55 (a difference of -31.6%).	Based on the most recent, official (end of fiscal year) UNP, CA033 has a projected 2022 Calendar Year-End (CYE) UNP of \$4,738,560 (or 115% of CY 2022 Earned Admin Fees) and a 2023 CYE UNP of \$6,218,225 (or 146.2% of CY 2023 Earned Admin Fees).						
2022	UMAs	Actual UMLs	Actual HAP	Vouchers Issued/Projected to be Issued	Non-PBV Additions/Reductions	New Leasing from Issued Vouchers	Non-PBV Estimated Attrition	UMLs: Actual/Projected	HAP: Actual/Projected	PUC: Actual/Projected	Manual PUC Override	Year-to-Date UML %	Year-to-Date ABA Expended %	Monthly UML %	Monthly ABA Expended %		
Jan-22	4,771	3,294	\$3,824,343					3,294	\$3,824,343	\$1,161		69.0%	84.8%	69.0%	84.8%		

HCV Leasing and Spending Projection

Feb-22	4,771	3,277	\$4,013,406					3,277	\$4,013,406	\$1,225		68.9%	86.9%	68.7%	89.0%
Mar-22	4,771	3,264	\$3,836,053					3,264	\$3,836,053	\$1,175		68.7%	86.3%	68.4%	85.1%
Apr-22	4,771	3,240	\$3,904,922					3,240	\$3,904,922	\$1,205		68.5%	86.4%	67.9%	86.6%
May-22	4,771	3,259	\$3,877,993					3,259	\$3,877,993	\$1,190		68.5%	86.3%	68.3%	86.0%
Jun-22	4,771	3,250	\$3,878,250					3,250	\$3,878,251	\$1,193		68.4%	86.2%	68.1%	86.0%
Jul-22	4,771	3,232	\$3,871,713					3,232	\$3,871,714	\$1,198		68.3%	86.2%	67.7%	85.9%
Aug-22	4,771	3,227	\$3,896,268					3,227	\$3,896,269	\$1,207		68.2%	86.2%	67.6%	86.4%
Sep-22	4,771	3,235	\$3,885,260					3,235	\$3,885,261	\$1,201		68.2%	86.2%	67.8%	86.2%
Oct-22	4,858	3,218	\$3,962,261					3,218	\$3,962,262	\$1,231		68.0%	86.4%	66.2%	87.9%
Nov-22	4,858	3,157	\$3,847,664	356				3,157	\$3,847,664	\$1,219		67.7%	86.3%	65.0%	85.3%
Dec-22	4,858	3,248	\$4,078,130					3,248	\$4,078,130	\$1,256		67.6%	86.6%	66.9%	90.4%
Total	57,513	38,901	\$46,876,263	356	0	0	0.0	38,901	\$46,876,268	\$1,205		67.6%	86.6%		
2023															
Jan-23	4,858	3,241	\$4,180,479	53				3,241	\$4,180,479	\$1,290		66.7%	80.0%	66.7%	80.0%
Feb-23	4,858	3,251	\$4,210,219	38				3,251	\$4,210,219	\$1,295		66.8%	80.3%	66.9%	80.6%
Mar-23	4,858	3,261	\$4,223,076	39				3,261	\$4,223,076	\$1,295		66.9%	80.5%	67.1%	80.8%
Apr-23	4,858					30	-15.9	3,275	\$4,240,711	\$1,295		67.0%	80.7%	67.4%	81.2%
May-23	4,858					23	-15.9	3,281	\$4,249,106	\$1,295		67.1%	80.8%	67.5%	81.3%
Jun-23	4,858					11	-16.0	3,277	\$4,243,283	\$1,295		67.2%	80.9%	67.5%	81.2%
Jul-23	4,858					1	-16.0	3,262	\$4,224,261	\$1,295		67.2%	80.9%	67.1%	80.9%
Aug-23	4,858					0	-15.9	3,246	\$4,203,958	\$1,295		67.1%	80.8%	66.8%	80.5%
Sep-23	4,858					0	-15.8	3,230	\$4,183,779	\$1,295		67.1%	80.7%	66.5%	80.1%
Oct-23	4,858					0	-15.7	3,215	\$4,163,723	\$1,295		67.0%	80.6%	66.2%	79.7%
Nov-23	4,858					0	-15.6	3,199	\$4,143,789	\$1,295		66.9%	80.5%	65.9%	79.3%
Dec-23	4,858					0	-15.5	3,184	\$4,123,977	\$1,295		66.8%	80.4%	65.5%	79.0%
Total	58,296	9,753	\$12,613,774	130	0	65	-142.2	38,921	\$50,390,359	\$1,295		66.8%	80.4%		

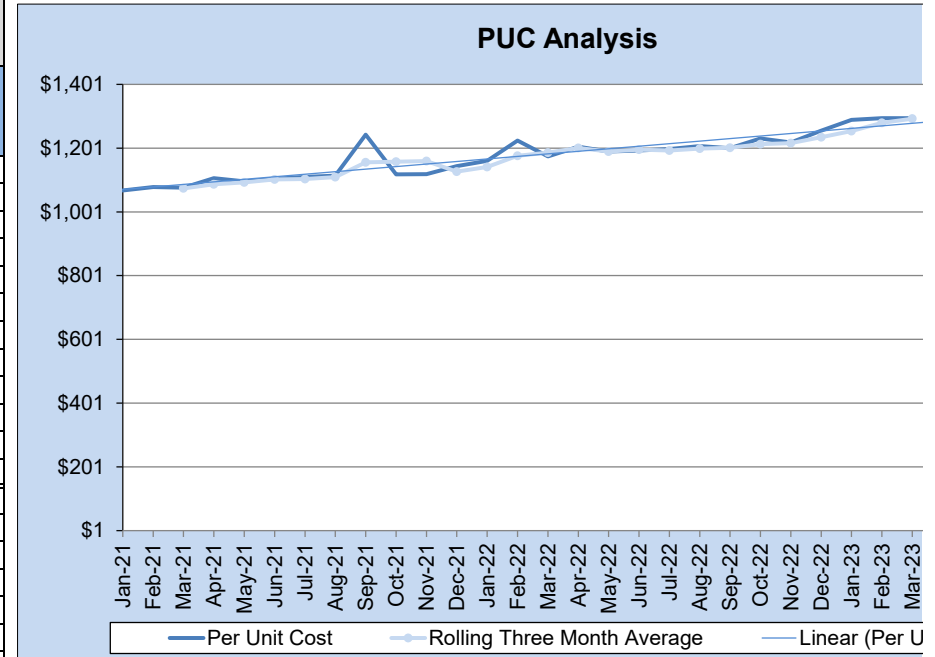
Graphs

SPVs: Additional SPV leasing should focus on the 97 unleased VASH vouchers and the 10 unleased FUP vouchers. FINANCIAL - Beginning Year: Cash & Investments (VMS) of \$5,317,973 compares to RNP (VMS) of \$1,330,338. Current: VMS Cash & Investments of \$6,107,789 compares to VMS RNP plus UNP of \$1,767,126. PBVs: Currently, the PHA reports 585 leased PBVs, for a leased PBV rate of 94%. Additional leasing should focus on the 35 unleased PBVs, for which the PHA is making vacancy payments on 0. Finally, the PHA reports 0 PBVs under AHAP. Most importantly, the Two-Year Tool is not a problem to be solved, but a reality to be experienced.

Comments
(Hover for VMS
Comments)

HCV Leasing and Spending Projection

PUC Analysis						
Year	Month	ACTUAL Leased Units	Actual HAP	Per Unit Cost	Monthly Change	Rolling Three Month Average
2021	J	3,369	\$3,598,753	\$1,068.20		
2021	F	3,394	\$3,661,062	\$1,078.69		
2021	M	3,408	\$3,670,504	\$1,077.03	⬇️ -0.15%	\$1,074.64
2021	A	3,407	\$3,770,508	\$1,106.69	⬆️ 2.75%	\$1,087.47
2021	M	3,406	\$3,735,118	\$1,096.63	⬇️ -0.91%	\$1,093.45
2021	J	3,385	\$3,739,940	\$1,104.86	⬆️ 0.75%	\$1,102.73
2021	J	3,372	\$3,746,145	\$1,110.96	⬆️ 0.55%	\$1,104.15
2021	A	3,364	\$3,749,571	\$1,114.62	⬆️ 0.33%	\$1,110.14
2021	S	3,342	\$4,153,935	\$1,242.95	⬆️ 11.51%	\$1,156.17
2021	O	3,334	\$3,728,880	\$1,118.44	⬇️ -10.02%	\$1,158.67
2021	N	3,329	\$3,725,973	\$1,119.25	⬆️ 0.07%	\$1,160.21
2021	D	3,327	\$3,807,393	\$1,144.39	⬆️ 2.25%	\$1,127.36
2022	J	3,294	\$3,824,343	\$1,161.00	⬆️ 1.45%	\$1,141.55
2022	F	3,277	\$4,013,406	\$1,224.72	⬆️ 5.49%	\$1,176.70
2022	M	3,264	\$3,836,053	\$1,175.26	⬇️ -4.04%	\$1,186.99
2022	A	3,240	\$3,904,922	\$1,205.22	⬆️ 2.55%	\$1,201.73
2022	M	3,259	\$3,877,993	\$1,189.93	⬇️ -1.27%	\$1,190.14
2022	J	3,250	\$3,878,250	\$1,193.31	⬆️ 0.28%	\$1,196.15
2022	J	3,232	\$3,871,713	\$1,197.93	⬆️ 0.39%	\$1,193.72
2022	A	3,227	\$3,896,268	\$1,207.40	⬆️ 0.79%	\$1,199.55
2022	S	3,235	\$3,885,260	\$1,201.01	⬇️ -0.53%	\$1,202.11
2022	O	3,218	\$3,962,261	\$1,231.28	⬆️ 2.52%	\$1,213.23
2022	N	3,157	\$3,847,664	\$1,218.77	⬇️ -1.02%	\$1,217.02
2022	D	3,248	\$4,078,130	\$1,255.58	⬆️ 3.02%	\$1,235.21
2023	J	3,241	\$4,180,479	\$1,289.87	⬆️ 2.73%	\$1,254.74
2023	F	3,251	\$4,210,219	\$1,295.05	⬆️ 0.40%	\$1,280.17
2023	M	3,261	\$4,223,076	\$1,295.02	⬇️ 0.00%	\$1,293.32
2023	A					
2023	M					
2023	J					

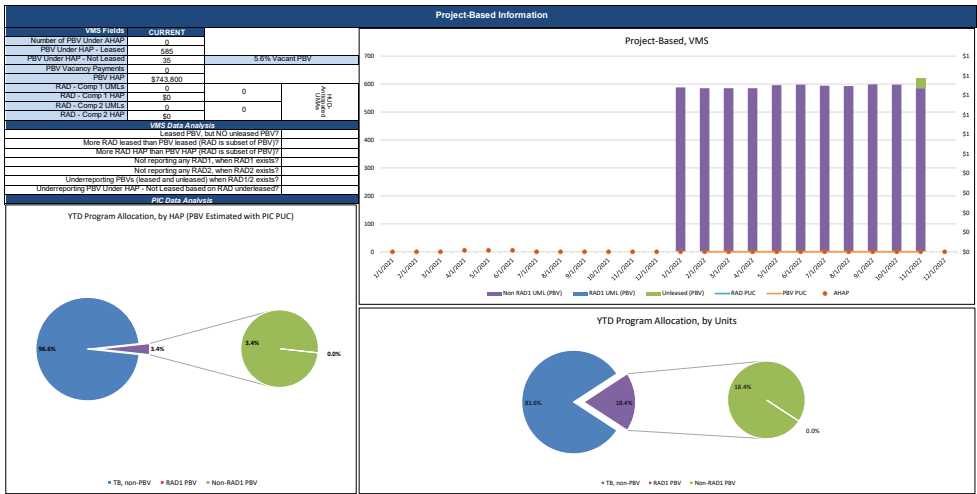


Remove Abated Units from PUC Calculation

R-Squared, last 6 months

Choose PUC Method: Last Actual (Default)

Material New Units at a Material New PUC?



PBV-RAD PUC Assist



CLOSED SESSION

The Board of Commissioners will meet in Closed Session for the following purposes and reasons:

- A. Government Code Section 54956.9(d)(2): Litigation



COMMISSIONER COMMENTS

&

ADJOURNMENT



**AGENDA
HYBRID BOARD MEETING FOR
THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
BOARD OF DIRECTORS**

DATE: **MONDAY, APRIL 24TH, 2023**

TIME: **6:00 P.M.** (Or immediately following the HACM Regular Board Meeting)

LINK/PHONE: <https://us02web.zoom.us/j/3501891938?pwd=N3d4QWM3MjRQQUtnYnYwZ3dtekx0Dz09>

Phone: (669) 900-6833 (*9 to raise hand, *6 to unmute)
Meeting ID: 350 189 1938
Passcode: 438419

PLACE: Housing Authority of the County of Monterey
Central Office
123 Rico Street
Salinas, CA 93907

1. CALL TO ORDER

2. ROLL CALL

	<u>PRESENT</u>	<u>ABSENT</u>	<u>ONLINE</u>
Chair Kevin Healy	_____	_____	_____
Vice Chair Francine Goodwin	_____	_____	_____
Director Kathleen Ballesteros	_____	_____	_____
Director Hans Buder	_____	_____	_____
Director Viviana Gama	_____	_____	_____
Director Jon Wizard	_____	_____	_____
VACANT, Director	_____	_____	_____

3. COMMENTS FROM THE PUBLIC

4. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Directors without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the HDC Board Meeting held on March 27, 2023.

5. **NEW BUSINESS**

- A. HDC - MDC - 226: Resolution for HCV Waiting List Preference added to Tenant Selection Plans for Casanova, Haciendas One, Two, and Three

6. **INFORMATION**

- A. Property Management Report
- B. Development Report

7. **CLOSED SESSION**

- A. Government Code Section 54956.9(d)(2): Litigation

8. **DIRECTOR COMMENTS**

9. **ADJOURNMENT**

This agenda was posted on the Housing Authority’s Bulletin Boards at 123 Rico Street, Salinas, CA.
The Board of Directors will next meet at the **Regular Board Meeting** on **May 24, 2023, at 6:00 p.m.**



COMMENTS FROM THE PUBLIC





ACTION
 MINUTES OF THE REGULAR BOARD MEETING OF
 THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION
 HELD MARCH 27, 2023

SUMMARY ACTION MINUTES

Based on guidance provided by Centers for Disease Control Prevention, Monterey County Public Health officials and Governor Newsom's Executive Orders, in-person meetings are suspended until further notice. This meeting was conducted via the Zoom video conference platform and by phone.

1. CALL TO ORDER:

Chair Healy called the meeting to order at 6:07 p.m.

2. ROLL CALL:

Present:

Chair Kevin Healy
 Vice Chair Francine Goodwin

Director Hans Buder
 Director Viviana Gama

VACANT, Director

Absent:

Director Kathleen Ballesteros

Director Jon Wizard

Also present: Zulieka Boykin, Executive Director; Maria Madera, Housing Programs Director; Jose Acosta, Director of Property Management; Carolina Sahagun-Gomez, Director of Development; James Maynard-Cabrera, Interim Director of Human Resources; Kim Shehorn, Interim Director of Finance.
 Recorder: Gabriela Rivero

3. COMMENTS FROM THE PUBLIC

None.

4. CONSENT AGENDA

Items on the Consent Agenda are considered routine and, therefore, do not require separate discussion. However, if discussion is necessary or if a member of the public wishes to comment on any item, the item may be removed from the Consent Agenda and considered separately. Questions for clarification may be made by Commissioners without removal from the Consent Agenda. The Consent Agenda is adopted in one motion.

A. Minutes - Approval of Minutes of the HDC Board Meeting held on February 27, 2023.

No request to pull items from the Consent Agenda. Upon motion by Director Gama, seconded by Director Buder, the Board of Directors moved to approve items listed in the Consent Agenda. Motion carried with the following roll call vote:

AYES: Buder, Healy, Gama, Goodwin

NOES: None

ABSENT: Wizard, Ballesteros

5. NEW BUSINESS

A. Resolution – MDC-225 – Resolution to Approve Proposal from Knight Development

Upon motion by Director Gama, seconded by Director Buder, the Board of Directors moved to approve Resolution MDC-225 – Resolution to Approve Proposal from Knight Development. Motion carried with the following roll call vote:

AYES: Buder, Healy, Gama, Goodwin

NOES: None

ABSENT: Wizard, Ballesteros

6. INFORMATION

A. Property Management Report – Presented by Jose Acosta, Director of Housing Management.

No additional items to report from the HACM meeting.

B. Development Report – Presented by Carolina Sahagun-Gomez, Director of Development

No additional items to report from the HACM meeting.

7. CLOSED SESSION

The Board entered into closed session at 6:15 pm for the following purpose:

A. Government Code Section 54956.9(d)(2): Litigation

The Board came out of closed session and reconvened to regular session at 6:39 pm.

Action item: None

8. COMMISSIONER COMMENTS

The commissioners collectively thanked everyone involved in today's meeting.

9. ADJOURMENT

There being no further business to come before the Board, the meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Gabriela Rivero
Executive Assistant/Clerk of the Board

Chairperson

ATTEST:

President/CEO

Date

MEMORANDUM

TO: Board of Directors

FROM: Zulieka Boykin, Executive Director/President/CEO

RE: **Resolution – MDC - 226: Resolution for HCV Waiting List Preference Added to Tenant Selection Plans for Casanova, Haciendas One, Two and Three**

DATE: April 17, 2023



Affordable housing is scarce in Monterey County, especially for families with low or extremely low income. According to Data USA reported that Monterey County had a median property value of \$559,400 in 2020, which was 2.43 times larger than the national average of \$229,800 dollars. Additionally, the median household income was \$76,943 and in 2021 29.3% of the population was living with severe housing problems.

Many of these families can benefit from selection and approval in the Housing Choice Voucher program; however, property owners accepting the housing choice voucher program has been declining throughout the United States.

Participants in the Housing Choice Voucher program qualify for subsidized rental payments issued by HUD (Housing and Urban Development). Because the client's rent is subsidized by the voucher, they may be used on any housing units that are not receiving subsidy from HUD. HDC ("HOUSING DEVELOPMENT CORPORATION") owns the properties shown below and these properties do not receive subsidy from HUD.

1. Casanova, 59 units
2. Haciendas One, 53 units
3. Haciendas Two, 46 units
4. Single Family Homes, 9 units.

To decrease the number of families experiencing severe housing problems, homelessness or at-risk of homelessness, I would like to create a preference for families receiving a housing choice voucher to be issued ten points and be moved to the top of the waiting list for the properties mentioned above. If approved all necessary changes will be made to the waiting list and/or tenant selection plans, if applicable.

I am recommending that the Monterey County Housing Development Corporation, known as HDC approve this preference for the properties listed.

RESOLUTION NO. MDC – 226

**RESOLUTION OF THE BOARD OF DIRECTORS FOR MONTEREY COUNTY
HOUSING DEVELOPMENT CORPORATION TO ADD A WAITING LIST
PREFERENCE FOR CASANOVA, HACIENDAS 1, HACIENDAS 2, AND SINGLE-
FAMILY HOMES**

WHEREAS, the Monterey County Housing Development Corporation is the owner of Casanova, Haciendas 1, Haciendas 2, and the Single-Family Homes; and

WHEREAS, HDC must maintain waiting list and tenant selection plans for eligibility; and

WHEREAS, HDC has the authority to add local preferences; and

WHEREAS, HDC desires to add a preference for housing choice voucher participants

NOW, THEREFORE BE IT RESOLVED: that the Monterey County Housing Development Corporation does hereby authorize the Chief Executive Officer to update the waiting list and/or tenant selection plan eligibility by adding the preference for Housing Choice Voucher holders as discussed in the Board Memo dated April 12, 2023, provided by Zulieka Boykin, making any necessary changes and corrections.

Chairperson

ATTEST:

Secretary

Date

PASSED AND ADOPTED this 24th day of April 2023, upon motion of _____,
seconded by _____ and carried by the following vote-to-wit:

AYES:

NOES:

ABSENT:



INFORMATION

A. Property Management - Pages 136 - 143

B. Development Report - Pages 144 - 169



CLOSED SESSION

The Board of Commissioners will meet in Closed Session for the following purposes and reasons:

- A. Government Code Section 54956.9(d)(2): Litigation



DIRECTOR COMMENTS

&

ADJOURNMENT