



AREA HOUSING AUTHORITY
OF THE COUNTY OF VENTURA

**REGULAR BOARD OF COMMISSIONERS
MEETING TO BE HELD**

June 27, 2018

1400 W. HILLCREST DRIVE
NEWBURY PARK, CALIFORNIA

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**REGULAR MEETING OF THE AREA HOUSING AUTHORITY
OF THE COUNTY OF VENTURA**

Wednesday, June 27, 2018 at 3:00 P.M.

1400 W. Hillcrest Drive, Newbury Park, CA 91320

"The Area Housing Authority of the County of Ventura shall be a leader in providing opportunities and assistance to people in need of affordable housing through development, acquisitions, and partnerships."

1. CALL TO ORDER/WELCOME

A. PLEDGE OF ALLEGIANCE

B. COMMISSIONER ATTENDANCE: CRUTCHFIELD, DIAZ-MARTINEZ, JOHNSON, LECH, LUNN, MCCARTY, MCCLENAHAN, MERCER, NIELSEN, NOBLE, PAINTER, RAMOS-CRUZ, REISENDER, AND WALL

2. ADOPTION OF AGENDA

3. APPROVAL OF MINUTES

A. REGULAR MEETING OF MAY 23, 2018

4. CONSENT CALENDAR ITEMS

Review and approve unless an item is pulled for separate action by the Board and moved to the Regular agenda for consideration. Consent items are to be routine and non-controversial. All items are approved as recommended without discussion.

A. Receive Executive Director Report (Michael Nigh)

B. Receive Financial Report (Denise Howells)

C. Receive Section 8 Report (Carrie Sabatini & James Markot)

D. Receive Housing Programs Report (Carrie Sabatini)

E. Receive Housing Assets and Development Report (George McGehee, Jr.)

F. Receive Personnel/Human Resources (Tricia Friou)

5. PUBLIC COMMENTS

Members of the public are invited to address their questions, concerns, and comments to the Board. Those wishing to do so are reminded to: a) address the Board at the time designated for public comments; b) limit their comments to three (3) minutes in which to speak to the Board of Commissioners; and c) the Board will not respond to these comments, but will take them into consideration and the item may appear on a future agenda, if discussion is determined necessary.

6. ACTION ITEMS

A. RESOLUTION NO. 1055 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA TO APPROVE THE WRITE-OFF OF FIXED ASSETS FOR FISCAL YEAR ENDING JUNE 30, 2018

Denise Howells, Director of Finance

Review, Motion, Discuss, Second, Roll Call Vote

B. RESOLUTION NO. 1056 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA TO APPROVE THE WRITE-OFF OF TENANTS ACCOUNTS RECEIVABLE SYSTEM (TARS) FOR THE FISCAL YEAR ENDING JUNE 30, 2018

Denise Howells, Director of Finance

Review, Motion, Discuss, Second, Roll Call Vote

C. RESOLUTION NO. 1057 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA TO APPROVE THE PROJECT-LEVEL OPERATING BUDGET FOR THE LOW RENT PUBLIC HOUSING PROGRAM FOR FISCAL YEAR ENDING JUNE 30, 2019

Denise Howells, Director of Finance

Review, Motion, Discuss, Second, Roll Call Vote

D. RESOLUTION NO. 1058 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA REAUTHORIZING THE USE OF THE INVESTMENT POLICY

Denise Howells, Director of Finance

Review, Motion, Discuss, Second, Roll Call Vote

E. RESOLUTION NO. 1059 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA APPROVING EXECUTION OF A JOINT DEVELOPMENT AGREEMENT WITH MANY MANSIONS IN CONNECTION WITH THE ACQUISITION AND DEVELOPMENT OF 112, 124 AND 136 FIRST STREET, 224 AND 236 CHARLES STREET AND PARCEL REFERENCED AS THE LETA YANCY SITE IN MOORPARK, CALIFORNIA

Michael Nigh, Executive Director

Review, Motion, Discuss, Second, Roll Call Vote

7. STAFF COMMENTS

Information Only

8. EXECUTIVE DIRECTOR COMMENTS

Information Only

9. CLOSED SESSION

Government Code Section 54956.9(d)(2) - Conference with Legal Counsel – Pending Litigation

Number of cases: One (1) potential case: tort claim on behalf of John Carroll.

10. COMMISSIONER COMMENTS

Comments by Commissioners on matters they consider appropriate. The Board of Commissioners will not respond to comments but will take them into consideration and the item may appear on a future agenda if discussion is determined necessary. Commissioners are asked to limit their comments to three (3) minutes or less.

11. CHAIR COMMENTS (5 MIN)

Area Housing Authority Agenda

NEXT SCHEDULED MEETING

**July 25, 2018
1400 W. Hillcrest Drive
Newbury Park, CA 91320
AT 3:00 P.M.**

Americans with Disabilities Act (ADA): In compliance with ADA, if you need special assistance to participate in this meeting, please contact the Area Housing Authority of the County of Ventura's Executive Assistant via email at agutierrez@ahacv.org or by phone at (805) 480-9991 ext. 850. Notification at least 48 hours prior to the meeting will ensure that reasonable accommodations can be addressed appropriately.



**REGULAR MEETING OF THE
AREA HOUSING AUTHORITY
OF THE COUNTY OF VENTURA
BOARD OF COMMISSIONERS**

MEMBERS OF THE BOARD:

Marques Crutchfield, Simi Valley
Julie Diaz-Martinez, Moorpark
Charles Lech, Thousand Oaks
Mark Lunn, Thousand Oaks
Loretta McCarty, Unincorporated County
Jane McClenahan, Ojai
Stephanie Mercer, Camarillo
Jorgen Nielsen, Moorpark
Margaret Noble, Simi Valley
William Painter, Ojai
Marci Ramos-Cruz, Fillmore
Brent Reisender, Camarillo
Terry Wall, Unincorporated County

MINUTES – May 23, 2018

DISCLAIMER: These minutes are DRAFT minutes. These minutes do not constitute an official record of the Area Housing Authority and are subject to change upon further review by the Board of Commissioners of the Area Housing Authority. Official minutes, incorporating any approved revisions, are available after approval of the corresponding draft minutes by the Board of Commissioners at a subsequent meeting.

1. CALL TO ORDER / WELCOME / PLEDGE OF ALLEGIANCE

This regular meeting of the Area Housing Authority of the County of Ventura's Board of Commissioners was held on Wednesday, May 23, 2018, at 1400 W. Hillcrest Drive, Newbury Park, California. Chair Nielsen called the meeting to order at 3:05 p.m.; Commissioner Reisender led the Pledge of Allegiance.

ATTENDANCE:

Commissioners present: Marques Crutchfield, Julie Diaz-Martinez, Mark Lunn, Loretta McCarty, Jane McClenahan, Jorgen Nielsen, Margaret Noble, William Painter, Marci Ramos-Cruz, and Brent Reisender

Commissioners absent: Charles Lech, Stephanie Mercer, Terry Wall

Staff present: Executive Director Michael Nigh, Carrie Sabatini, George McGehee Jr., Patricia Friou, James Markot, and Linda Fisher-Helton

Legal Counsel: James McDermott

ANNOUNCEMENT OF APPOINTMENTS TO AHA BOARD OF COMMISSIONERS BY THE CITY OF FILLMORE

Executive Director, Michael Nigh, announced that two representatives from Fillmore were appointed by the Fillmore City Council on the previous evening (May 22, 2018) and welcomed Marci Ramos-Cruz to her first Board Meeting. The second Commissioner, Susan L. Johnson, was unable to attend today's meeting but expects to participate in the June Board Meeting.

2. ADOPTION OF AGENDA

Commissioner Reisender moved to adopt the Agenda for the Board Meeting of May 23, 2018; the motion was seconded by Commissioner Lunn. Following a voice vote, the motion passed and the Agenda was approved.

3A. APPROVAL OF MINUTES - REGULAR MEETING OF MARCH 28, 2018

Commissioner McClenahan moved to adopt the Minutes from the Regular Board Meeting of March 28, 2018; the motion was seconded by Commissioner Diaz-Martinez. Following a voice vote, the motion passed and the Minutes were approved as written.

3B. APPROVAL OF MINUTES - SPECIAL MEETING OF APRIL 18, 2018

Commissioner Noble moved to adopt the Minutes from the Special Board meeting of April 18, 2018; the motion was seconded by Commissioner Crutchfield. Following a voice vote, the motion passed and the Minutes were approved as written.

4. CONSENT CALENDAR ITEMS

The following consent items required no discussion and had no objections: Executive Director Report, Section 8 Report, Housing Programs Report, Housing Assets & Development Report, and the Personnel/Human Resources Report.

Commissioner McCarty requested the Financial Report be pulled for further discussion. Following a voice vote, the Executive Director Report, Section 8 Report, Housing Programs Report, Housing Assets & Development Report, and the Personnel/Human Resources Report were approved as presented.

Elements of the Financial Report were clarified by Executive Director Michael Nigh. Chair Nielsen called for a vote to approve the Financial Report. Following a voice vote, the Financial Report was approved as written.

5. PUBLIC COMMENTS

There were no members of the public who spoke.

6. PRESENTATION FROM THE CITY OF MOORPARK

Jessica Sandifer, Community Services Manager at the City of Moorpark presented information regarding housing units that were recently built and those currently under development. Ms. Sandifer provided additional information on tracking and monitoring for-sale affordable housing units. Tools employed by the City of Moorpark to develop affordable housing including “in lieu” fees were also discussed.

7A. RESOLUTION #1051 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA APPROVING EXECUTION OF THE SECOND AMENDMENT TO THE JOINT DEVELOPMENT AGREEMENT WITH MANY MANSIONS IN CONNECTION WITH THE ACQUISITION AND DEVELOPMENT OF WALNUT STREET APARTMENTS IN MOORPARK, CALIFORNIA

Chair Nielsen called for a motion to approve Resolution #1051. Commissioner Lunn moved to approve. The motion was seconded by Commissioner Reisender.

Following a roll call vote, Resolution #1051 was approved as written.

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, LUNN, MCCARTY, MCCLLENAHAN, NIELSEN, NOBLE, PAINTER, REISENDER

NOES: NONE

ABSTAIN: RAMOS-CRUZ

ABSENT: LECH, MERCER, WALL

7B. RESOLUTION #1052 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA APPROVING MULTIFAMILY BOND ISSUANCE, MONITORING AND COMPLIANCE POLICIES AND PROCEDURES

Chair Nielsen called for a motion to approve Resolution #1052. Commissioner Reisender moved to approve. The motion was seconded by Commissioner McClenahan.

Following a roll call vote, Resolution #1052 was approved as written

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, LUNN, MCCARTY, MCCLLENAHAN, NIELSEN, NOBLE, PAINTER, REISENDER

NOES: NONE

ABSTAIN: NONE

ABSENT: LECH, MERCER, RAMOS-CRUZ,¹ WALL

7C. RESOLUTION #1053 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA (AHA) APPROVING THE REVISION OF AHA HUMAN RESOURCES PERSONNEL AND PROCEDURES MANUAL [HR Policies]

Chair Nielsen called for a motion to approve Resolution #1053. Commissioner Noble moved to approve. The motion was seconded by Commissioner Diaz-Martinez.

Following a roll call vote, Resolution #1053 was approved as written

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, LUNN, MCCARTY, MCCLENAHAN, NIELSEN, NOBLE, PAINTER, REISENDER

NOES: NONE

ABSTAIN: NONE

ABSENT: LECH, MERCER, RAMOS-CRUZ, WALL

7D. RESOLUTION #1054 - A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF AMENDMENTS TO LOAN DOCUMENTS AND RELATED AMENDED AND RESTATED NOTES (BRADFORD APARTMENTS)

Chair Nielsen called for a motion to approve Resolution #1054. Commissioner McClenahan moved to approve. The motion was seconded by Commissioner Lunn.

Following a roll call vote, Resolution #1054 was approved as written

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, LUNN, MCCARTY, MCCLENAHAN, NIELSEN, NOBLE, PAINTER, REISENDER

NOES: NONE

ABSTAIN: NONE

ABSENT: LECH, MERCER, RAMOS-CRUZ, WALL

8. STAFF COMMENTS

George McGehee, Jr. provided an update on Walnut Street Apartments and Moorpark VI (scattered sites) developments in Moorpark.

9. EXECUTIVE DIRECTOR COMMENTS

Mr. Nigh presented a video of 3-D renderings of the Sycamore development in Simi Valley. The video, created by USA Properties, Inc., was originally shown to the Simi Valley Planning Commission to illustrate building height, roof lines, and visual appeal of the proposed development.

Mr. Nigh also showed photos of City of Moorpark staff along with Moorpark Commissioner Nielsen writing inspirational notes on the unfinished walls and framing at Walnut Street Apartments.

10. COMMISSIONER COMMENTS

Commissioners expressed gratitude to those who pursued and assisted the City of Fillmore to appoint two representatives to the Board.

11. CHAIR COMMENTS

¹ Commissioner Ramos-Cruz left at 3:53 p.m.

Chair Nielsen adjourned the meeting at 4:33 p.m.

NEXT REGULAR MEETING DATE, TIME & LOCATION:

**JUNE 27, 2018, AT 3:00 P.M.
1400 W. HILLCREST DRIVE
NEWBURY PARK, CA 91320**

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____

Accepted by: _____ Date: _____

DRAFT



Meeting Date: June 27, 2018
Agenda Item: 4A
Subject: Executive Director Report
Prepared by: Michael Nigh, Executive Director
Requested Action: Information Only

This report reflects progress for the period of May 18, 2018 to June 21, 2018. I continue to actively pursue the goals established by the Board of Commissioners.

- Attended Simi Valley City Council Meeting (June 18) to support the Sycamore development with our partner USA Properties. The Council approved the project which will provide 98 units of senior affordable housing alongside 211 units of market rate housing. The City of Simi Valley also awarded AHA \$10K from the Community Projects Grant for case management services at Pepper Tree Court Apartments at that meeting.
- Met with representatives from the City of Camarillo regarding potential acquisitions of existing affordable housing units in Camarillo.
- Continued collaboration with AHA development team on design of Mountain View (Fillmore) and preliminary financing.
- Developed Joint Development Agreement with Many Mansions for Moorpark VI (scattered sites) acquisition, operations, and management.
- Continued collaboration with AHA development team on design of Moorpark VI (scattered sites) and preliminary financing.
- Met with City staff regarding the affordability agreement for Pepper Tree Court (Simi Valley).
- Met with representatives from the City of Thousand Oaks regarding senior affordable development opportunity.
- Continue to research affordable housing opportunities in all jurisdictions.
- Met with executives from local housing authorities to discuss new regulations and issues common to all local housing authorities.
- Collaborated with local housing authorities (Oxnard and Ventura) to submit an application for the Mainstream Voucher program and associated funding.
- Attended the Simi Valley Homeless Taskforce meeting.
- Participated in the June Ventura County Continuum of Care Board Meeting.
- Met with new Fillmore Commissioners to provide brief agency overview.
- Continued to follow City Council and Board of Supervisors agendas for pertinent topics.
- Oversaw and coordinated development of Board Meeting agendas to ensure timely delivery of information, resolutions, and policies for approval, as needed, for current and future.
- Continued to oversee development of strategic organizational plans (succession planning).
- Met with management staff weekly to discuss operational and procedural processes and have an open dialog regarding agency business.



Meeting Date: June 27, 2018
Agenda Item: 4B
Subject: Financial
Prepared by: Denise Howells, Director of Finance
Requested Action: Information Only

April 2018 Financial Statements

Please find following the financial reports for the month ended April 30, 2018.

- **Summary Financial Statement**
 1. HUD revised the CY2018 operating fund eligibility for Low Rent Public Housing in April. The additional funds of \$73,062 due and received for January - March 2018 is reflected in grant revenue.
 2. General Fund's deferred maintenance/capital purchase increased \$11,200 due to the replacement of all ground floor windows in the Central office.
- **Statement of Revenue, Expenditures and Changes in Net Position**

Glenn Oaks (Thousand Oaks) realized \$7,958 in deferred maintenance/capital improvements for the replacement of the fire alarm panel.
- **Analysis of Reserve Summary**

This report includes all year to date activity for the fiscal year.

Please contact me at extension 610 or via email at dhowells@ahacv.org in order to discuss your individual questions.

Area Housing Authority of the County of Ventura Summary Financial Statement Period Ended April 30, 2018	Combined Low Rent Public Housing	Housing Choice Vouchers	General Fund	Combined Agency Owned Housing	Tax Credit Property Management	FY 2018 Budget	Variance Favorable/ (Unfavorable)
Statement of Net Position							
Current assets	1,538,415	4,783,165	956,208	1,882,356	55,204		
Current liabilities	201,232	324,019	61,911	283,405	146		
Current Ratio	7.64	14.76	15.44	6.64	378.11		
Long term assets	5,238,692	9,088	16,750,337	13,333,681	34,426		
Long term liabilities	898,657	85,621	2,227,945	12,193,800	1,006		
Net position invested in capital	4,075,026	9,088	(876,984)	755,411	-		
Restricted net position	150,167	306,083	-	162,398	-		
Unrestricted net position	1,452,025	4,067,442	16,293,673	1,821,023	105,628		
Statement of Revenue, Expenditures and Changes in Net Position							
Operating revenue							
Tenant revenue	1,379,950	-	-	1,594,954	-	2,709,428	265,477
Management fee income	-	-	312,193	-	103,217	412,488	2,923
Portability	-	30,468	-	-	-	32,402	(1,934)
Other	28,527	11,348	367,787	13,772	8,816	306,974	123,276
Total operating revenue	1,408,477	41,816	679,980	1,608,726	112,033	3,461,291	389,741
Operating expenses							
Salaries and benefits	383,649	1,662,077	361,564	153,506	58,754	2,760,423	140,873
Administrative expenses	108,751	284,157	144,818	89,698	10,716	419,998	(218,142)
Management fee expense	312,193	-	-	14,952	-	329,188	2,043
Resident services	59,154	-	1,800	6,690	3,871	96,091	24,576
Utilities	352,596	30,245	13,443	178,439	-	670,313	95,590
Maintenance and operations	767,860	59,664	24,861	262,681	211	1,142,998	27,721
General expenses	99,074	36,519	7,837	38,474	2,625	185,077	548
Housing assistance	-	23,844,175	-	-	-	23,519,672	(324,503)
Total operating expenses	2,083,277	25,916,837	554,323	744,440	76,177	29,123,761	(251,293)
Nonoperating revenue/expenses							
Grant revenue	1,052,048	25,759,220	-	-	-	26,353,413	457,856
Investment income	11,492	36,608	7,935	11,950	-	37,513	30,473
Loan payments/reserve deposits	(143,454)	-	(121,100)	(473,734)	-	(670,085)	(68,203)
Deferred maintenance/capital improvement/purchase	(118,746)	-	(387,903)	(172,936)	-	(480,833)	(198,752)
Total nonoperating revenue/expense	801,340	25,795,828	(501,068)	(634,720)	-	25,240,007	221,373
Change in net position	126,540	(79,193)	(375,411)	229,566	35,856		

AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
Public Housing - Statement of Revenue, Expenditures and Changes in Net Position
For the period ended April 30, 2018

	Whispering Oaks 100 units Senior/ Disabled Ojai	Florence Janss 63 units Senior/ Disabled Thousand Oaks	Leggett Court 48 units Family Thousand Oaks	Roth Apts 34 units Family Ojai	Tafoya Terrace 30 units Senior/ Disabled Moorpark	Ellis Terrace 26 units Family Camarillo	Fiore Gardens 49 units Family Thousand Oaks
Operating revenue							
Tenant revenue	270,282	214,191	226,801	154,194	88,560	101,739	324,183
Other revenue	3,947	3,444	5,361	4,002	995	2,750	8,028
Total operating revenue	274,229	217,635	232,162	158,196	89,555	104,489	332,211
Operating expenses							
Total administrative expenses	138,033	117,742	97,068	63,054	52,171	61,725	128,052
Resident services	10,160	12,310	6,936	5,058	7,764	5,596	11,330
Utilities	86,329	52,638	41,533	54,775	14,966	24,848	77,507
Maintenance and operations	178,718	131,596	168,581	89,413	54,669	71,209	73,674
General expenses	24,515	10,738	15,932	11,660	10,272	6,054	19,903
Total operating expenses	437,755	325,024	330,050	223,960	139,842	169,432	310,466
Nonoperating revenue/expenses							
Grant revenue	257,050	127,458	85,471	141,542	105,257	83,110	106,964
Investment income	2,018	1,513	1,006	1,555	1,512	649	3,239
Loan payments	(45,330)	(38,589)	(17,646)	(23,670)	(5,451)	(12,768)	-
Deferred maintenance/capital improvement	(51,415)	(13,111)	(42,510)	-	-	(11,710)	-
Total nonoperating revenue/expense	162,323	77,271	26,321	119,427	101,318	59,281	110,203
Change in net position	(1,203)	(30,118)	(71,567)	53,663	51,031	(5,662)	131,948

AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
Agency Owned - Statement of Revenue, Expenditures and Changes in Net Position
For the period ended April 30, 2018

	Raemere Street 2 units Family Camarillo	Glenn Oaks 39 units Senior Thousand Oaks	Royal Oaks 5 units Family Thousand Oaks	Los Arboles 43 units Family Thousand Oaks	Sunset Villas 11 units Family Thousand Oaks	Grand Ave 5 units Family/ Senior Ojai	Summer Apts 10 units Family/ Senior Ojai	Summerwind 15 units Family/ Senior Piru	Pepper Tree Court 38 units Senior Simi Valley
Operating revenue									
Tenant revenue	15,926	341,271	77,500	583,297	154,020	46,800	91,010	92,306	192,824
Other revenue	-	1,787	-	6,314	-	606	1,429	2,986	375
Total operating revenue	15,926	343,058	77,500	589,611	154,020	47,406	92,439	95,292	193,199
Operating expenses									
Total administrative expenses	2,921	25,858	1,249	55,209	2,188	1,244	3,160	19,138	65,760
Resident services	-	969	-	5,137	-	-	-	-	584
Utilities	1,535	27,460	6,704	72,977	16,106	8,199	11,364	19,554	10,219
Maintenance and operations	4,806	38,987	10,112	98,945	12,787	6,262	21,534	24,193	38,257
General expenses	329	5,029	1,952	13,163	3,645	1,865	3,845	2,395	4,255
Total operating expenses	9,591	98,303	20,017	245,431	34,726	17,570	39,903	65,280	119,075
Nonoperating revenue/expenses									
Grant revenue	-	-	-	-	-	-	-	-	-
Investment income	32	2,826	479	5,715	1,186	355	-	7	21
Loan payments/replacement reserves	(500)	(111,180)	(35,730)	(116,490)	(70,270)	(1,250)	(44,660)	(3,750)	(89,904)
Deferred maintenance/capital improvement/purchase	-	(7,958)	-	(134,153)	-	-	-	-	-
Total nonoperating revenue/expense	(468)	(116,312)	(35,251)	(244,928)	(69,084)	(895)	(44,660)	(3,743)	(89,883)
Change in net position	5,867	128,443	22,232	99,252	50,210	28,941	7,876	26,269	(15,759)

Area Housing Authority of the County of Ventura
Analysis of Projected Reserves By Program
 April 2018

	AHA General Fund	Agency Owned	Section 8 Program*	Public Housing*
<u>Cash & Equivalents</u>				
Cash	50,319	85,325	52,040	33,846
Investments	640,197	1,474,771	4,713,181	1,435,448
Replacement Reserve		298,725		
Accounts Receivable	331,368	6,561	85	34,905
Total Cash & Equivalents	1,021,884	1,865,381	4,765,306	1,504,199
<u>Uses of Cash & Equivalents</u>				
Accounts Payable	0	(557,795)	(303,709)	(153,713)
Accrued Liabilities	(29,604)	(4,712)	(406,460)	(5,448)
Total Uses of Cash & Equivalents	(29,604)	(562,507)	(710,169)	(159,162)
Sub Total	992,280	1,302,874	4,055,136	1,345,037
<u>Projected Other Uses thru 6/30/18</u>				
Remaining Yr Projected Income/(Loss)	(25,000)	60,000	88,047	(77,079)
Capital Improvements/Deferred Maintenance	(44,213)	(75,300)		(2,480)
Transfer Property Mgmt Programs				
Total Other Uses	(69,213)	(15,300)	88,047	(79,559)
Projected Fiscal Year End Balance	923,067	1,287,574	4,143,183	1,265,478
<i>Prior Month Projected Year End Balance</i>	892,974	1,265,634	4,074,246	1,140,964

*Restricted use for specific programs only.

This report is not prepared in accordance with GAAP and is intended for internal use only.



Meeting Date: 2018
Agenda Item: 4C
Subject: Section 8
Prepared by: James Markot, Director of Information Systems and
 Carrie Sabatini, Director of Housing Programs
Requested Action: Information Only

HOUSING CHOICE VOUCHER PROGRAM STATUS

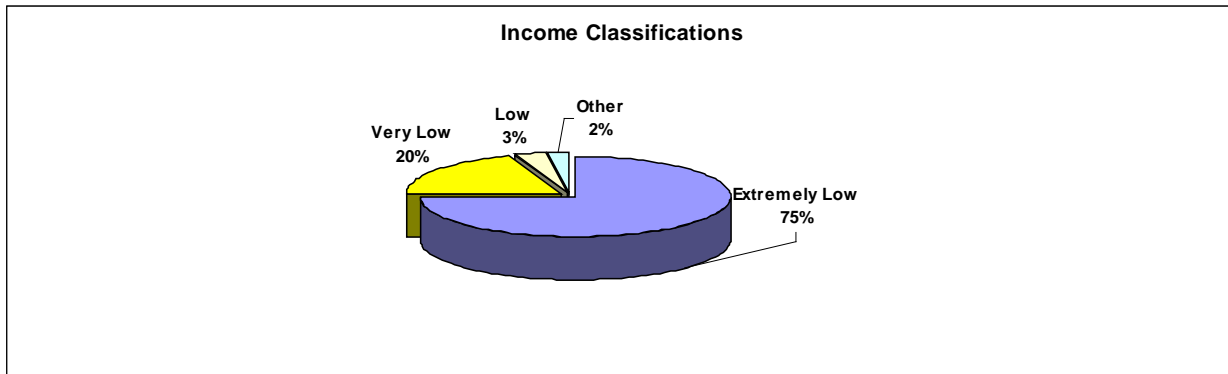
Total Family Members Assisted 4,528

WAITING LIST STATUS

Current S8 Waiting List Closed 05/09/2016 1,750

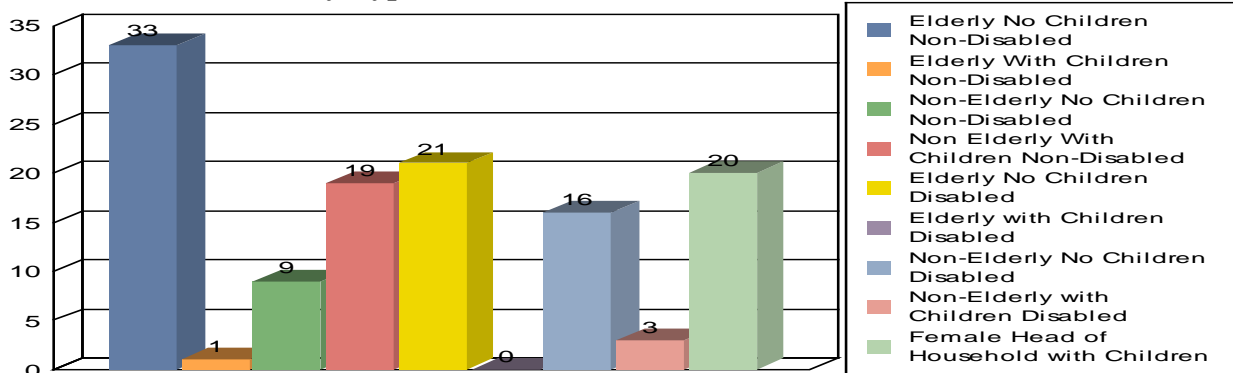
DEMOGRAPHICS

Voucher Holders Income Classifications - All Cities

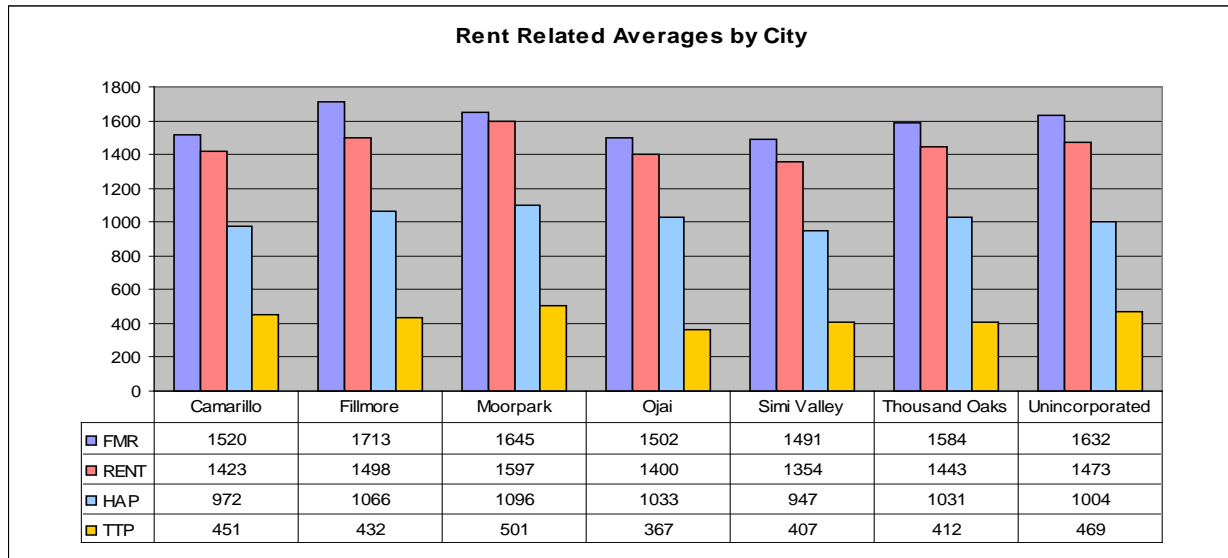


EXTREMELY LOW, <= 30% of Median Income; **VERY LOW**, >30% and <= 50% of Median Income;
LOW, > 50% and <= 80% of Median Income; **OTHER**, > 80% of Median Income

Voucher Holders Family Types - All Cities



Monthly Rent Related Averages by City



FMR = Avg. Fair Market Rent (Payment Standard) based on Housing and Urban Development at time of Lease Up
 RENT = Contract Rent
 HAP = Housing Assistance Payment
 TTP = Total Tenant Payment (Tenant Portion of Rent)

DEMOGRAPHICS

Monthly Vouchers in use, Dollars – Comparison of City to All Vouchers

	Vouchers	% of All Vouchers	HAP Dollars	% of all HAP Dollars
Camarillo	454	19.3%	\$441,155	18.7%
Fillmore	205	8.7%	\$218,530	9.3%
Moorpark	103	4.4%	\$112,900	4.8%
Ojai	87	3.7%	\$89,893	3.8%
Simi Valley	738	31.3%	\$698,989	29.7%
Thousand Oaks	590	25.0%	\$608,155	25.8%
Unincorporated	133	5.6%	\$133,529	5.7%
Outside of Area	47	2.0%	\$51,395	2.2%
	2,357	100.0%	\$2,354,546	100.0%

Vouchers = Number of vouchers actively in use in designated city.
 % of Vouchers = Percentage of monthly vouchers leased in a city compared to all vouchers in use.
 HAP Dollars = Total monthly Housing Assistance Payments made in designated city.
 % of Dollars = Percentage of monthly voucher HAP paid in a city compared to all HAP dollars paid.

GENERAL PROGRAM INFORMATION

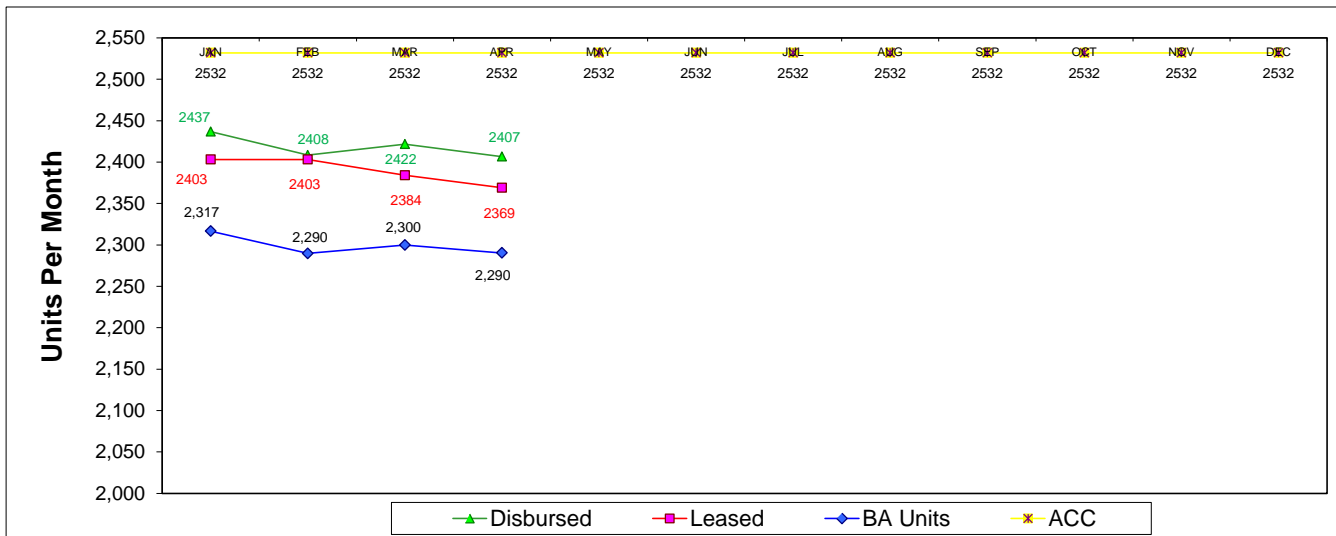
Calendar year 2018 funding was recently announced, and the AHA received an increase in housing assistance payment (HAP) funding over 2017 funding levels. Staff is already working diligently to lease up additional units to effectively utilize the provided funding.

Please contact Jim at extension 888 or via email at jmarkot@ahacv.org or Carrie at extension 390 or via email at csabatini@ahacv.org in order to discuss your individual questions.

Area Housing Authority of the County of Ventura
Section 8 Voucher Program Leasing Summary
 April 1, 2018 - April 30, 2018

	HUD Budget Authority (BA)	HUD Disbursement	AHA Actual	Percentage of Actual Compared to BA	Per Unit Average HAP
Housing Assistance Payments					
Current Month	\$2,309,436	\$2,426,805	\$2,388,820	103.4%	\$1,008
Year To Date	\$9,272,364	\$9,753,533	\$9,638,362	103.9%	\$1,008
Administrative/Other Fees					
		AF Disbursed	AF (Prorated) Earned		
Current Month		\$201,297	\$201,408		
Year To Date		\$809,977	\$812,384		
Total Dollars					
Current Month		\$2,628,102	\$2,590,228		
Year To Date		\$10,563,510	\$10,450,746		

Units Leased							
	Budget Authority (BA) Funded Units	HUD Disbursement Funded Units	AHA Actual Units	% of Actual Compared to BA	HUD BA Units (Over) / Under Leased	Average Units Leased	
Current Month	2,290	2,407	2,369	103.44%	(79)		
Year To Date	9,196	9,673	9,559	103.94%	(363)	2,390	





Area Housing Authority of the County of Ventura
Revised 06-01-2018

PAYMENTS STANDARDS
Effective 10-01-2017 ALL AREAS OF COUNTY

AHA

0-BR	\$1,093
1-BR	\$1,317
2-BR	\$1,762
3-BR	\$2,490
4-BR	\$2,738
5-BR	\$3,149

Single Room Occupancy

SRO17

75% of 0BR \$820

INCOME LIMITS

Effective 06-01-2018

INCOME LIMITS: Median Family Income \$96,000

	%	1	2	3	4	5	6	7	8
30% OF MEDIAN	30	21300	24350	27400	30400	32850	35300	38060	42380
VERY LOW-INCOME	50	35500	40600	45650	50700	54800	58850	62900	66950
LOW-INCOME	80	56800	64900	73000	81100	87600	94100	100600	107100

REVISED 06-01-2018



Meeting Date: 2018
Agenda Item: 4D
Subject: Housing Programs
Prepared by: Carrie Sabatini, Director of Housing Programs
Requested Action: Information Only

PUBLIC HOUSING PROGRAM STATUS

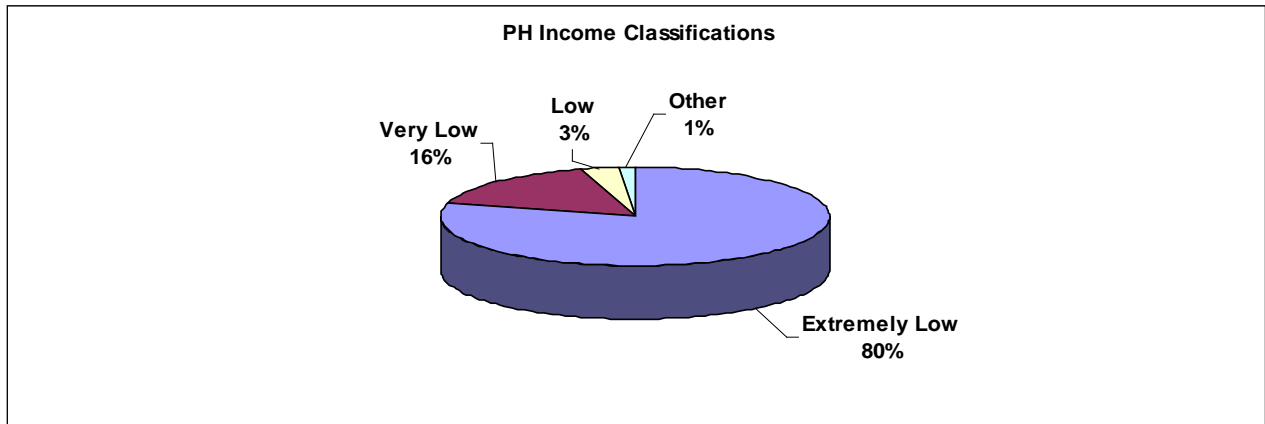
Total Family Members Assisted 718

WAITING LIST STATUS

Current Public Housing Elderly Waiting List 970
 Current Public Housing Family Waiting List 1,395

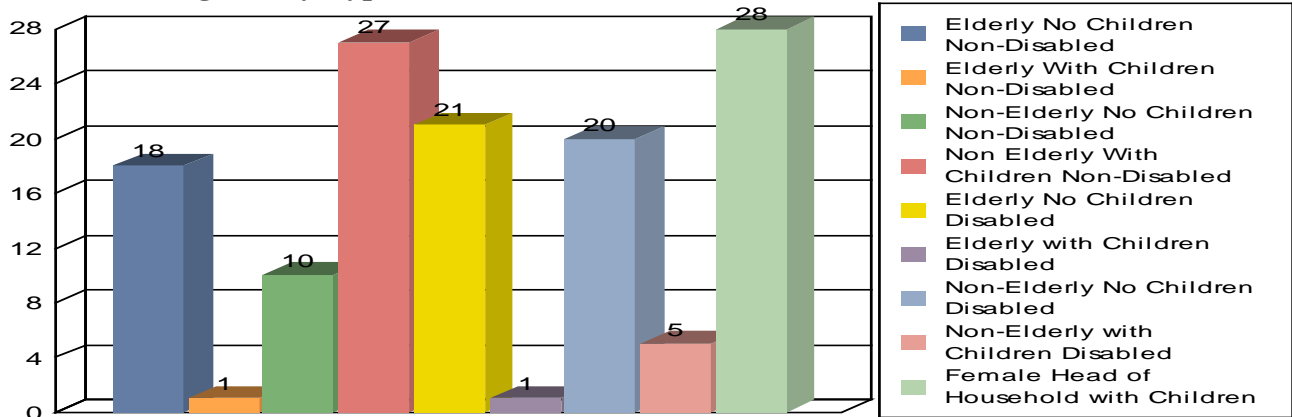
DEMOGRAPHICS

Public Housing Income Categories



EXTREMELY LOW, <= 30% of Median Income; **VERY LOW**, >30% and <= 50% of Median Income;
LOW, > 50% and <= 80% of Median Income; **OTHER**, > 80% of Median Income

Public Housing Family Types



Occupancy by Program

	Units	Units Leased	# of Vacancies	Occupancy %
Public Housing	350	341	9	97%
Agency Owned	166	160	6	96%
Charles Street	<u>19</u>	<u>19</u>	<u>0</u>	<u>100%</u>
	535	520	15	97%

RESIDENT SERVICES:

Homework Club:

- The Homework Club concluded May 3, 2018. All sites held an end of the year celebration for all the participants.

Summer Lunch Program:

- The Summer Lunch Program provides a free lunch to any child in the community ages 2-18. The Summer Lunch Program is held at Los Arboles, Leggett Court, Fiore Gardens (Thousand Oaks), Charles Street (Moorpark), Ellis Terrace (Camarillo), and Roth Apartments (Ojai).
- Seven (7) residents are participating in the Employment Training Opportunity to assist in distributing the lunches.

Art from the Heart Program:

- Art lessons continue for the children at Fiore Gardens (Thousand Oaks) and Los Arboles Apartments (Thousand Oaks). The students are in the planning phase to paint a mural in the community room at Leggett Court (Thousand Oaks).

ACTION Team:

- The ACTION Team volunteers hosted an end of the year party with the children from Fiore Gardens and Los Arboles (Thousand Oaks), including outside activities and pizza.

Teen Program:

- Youth from Fiore Gardens (Thousand Oaks) participated in a hike and pizza party coordinated by the Thousand Oaks Teen Center.

Case Management:

- Residents at Oak Creek Senior Villas (Thousand Oaks) were assisted in completing documents for Medi-Cal and the HEAP program.
- Help of Ojai will begin providing onsite case management services at Whispering Oaks (Ojai) the second Monday of each month.

Educational Presentations:

- Nutrition presentations and food demonstrations by Ventura County Area Agency on Aging (VCAAA) were held at Peppertree Court (Simi Valley) and Tafoya Terrace (Moorpark).
- An emergency preparedness presentation was held at Whispering Oaks (Ojai). Resident Services provided emergency preparedness backpacks to all the residents that attended.

Food Forward:

- Resident Services continue to distributed fresh fruits and vegetables monthly to our seniors at Pepper Tree Court apartments (Simi Valley), Tafoya Terrace (Moorpark), and Oak Creek Senior Villas (Thousand Oaks) in coordination with the Food Forward program.

Social Events:

- Residents of Leggett Court and Florence Janss (Thousand Oaks) each enjoyed a Cinco de Mayo gathering, including music, food and games.

Scholarships:

- In conjunction with the partnerships with the AYSO, 20 youth from Ellis Terrace (Camarillo), Fiore Gardens, and Leggett Court (Thousand Oaks) received scholarships to participate in soccer during the fall season.

Ojai Public Library:

- In partnership with the Ojai Public Library, a mobile library will be coming to Whispering Oaks where residents can obtain a library card and check out books. This was of particular interest to our residents that have limited transportation availability.

For questions on the demographic information, please contact Jim at extension 888 or via email at jmarkot@ahacv.org. For questions on other Housing Programs related information, please contact Carrie at extension 390 or via email at csabatini@ahacv.org.



Meeting Date: June 27, 2018
Agenda Item: 4E
Subject: Housing Assets/Development Update
Prepared by: George McGehee, Jr., Director of Housing Assets
Requested Action: Information Only

UPDATES:

- Main sewer line replacement at the Whispering Oaks Apartments (Ojai): As previously reported, this project will consist of replacing the main sewer line. This project was advertised in June with a bid opening date of July 12th.
- Main gas line replacement at the Los Arboles Apartments (Thousand Oaks): As previously reported, this project will consist of the installation of individual gas lines from the main meter to each of the 11 buildings. This project was advertised in June with a bid opening on July 12th.
- Coordinated of the efforts of the Cultural specialist, Inaba Arborist, and Oscars Tree Service to remove the oak trees stumps and roots in preparation for the planting of replacement oak trees at Whispering Oaks (Ojai).
- Real Estate Assessment Center's (REAC) inspection for Roth Apartments will be July 11-12, 2018.
- Updates are being drafted for the 2018 Capital Fund Program grant to address additional funds received.

CONINTUING EFFORTS:

- Minor repair needs noted during the Uniform Physical Condition Standards inspections at Whispering Oaks (Ojai), Roth (County), Ellis Terrace (Camarillo) and Tafoya Terrace (Moorpark) apartments are in process.
- New washer/dryer installation is scheduled and will be completed in July at Colina Vista (Unincorporated), Los Arboles and Glenn Oaks Apartments (Thousand Oaks) and all public housing sites.

COMPLETED:

- Final evaluation including a resistograph was completed on the oak tree at Whispering Oaks (Ojai). Results showed the tree is healthy and will be put on a maintenance program.
- All sun protection screens in the atrium have been replaced in the Central office.

MANAGED PROPERTIES AS OF THE END OF MAY 2018:

Property Name	Location	Type	# of Units	Occupancy Rate	# of Vacant Units	Compliance Period Ends	Management Company
Bradford	Camarillo	Family	26	96%	1	12/1/2031	Many Mansions
Colina Vista	Unincorp. (Piru)	Family	34	100%	0	12/3/2028	Many Mansions
Garden View 1	Thousand Oaks	Family	35	100%	0	8/1/2029	Many Mansions
Garden View 2	Thousand Oaks	Family	19	100%	0	11/1/2029	Many Mansions
Meadowbrook	Camarillo	Family	13	100%	0	3/20/2023	Many Mansions
Mira Vista	Camarillo	Senior	303	99%	3	7/18/2021	LOMCO
Oak Creek	Thousand Oaks	Senior	56	100%	0	1/1/2019	Many Mansions
			486	99 %	4		

DEVELOPMENT UPDATE

Moorpark: Walnut Street – Family Complex

- Construction update:
 - § Buildings A and B – Materials continue to arrive in a timely manner and good progress is being made on all aspects of construction.
 - § Grading has been completed for the common area patio.
- Construction is scheduled to be completed in September 2018.
- When completed, this will be a 24-unit Tax Credit, Section 8 project-based, family development (1 apartment is set aside for the manager) managed by the AHA.

Moorpark VI (Scattered Sites)

- Moorpark VI includes the following six parcels owned by the City: 112, 124 & 136 First Street, 224 & 236 Charles Street and a vacant parcel on Leta Yancy Road.
- Discussions between the Development Team and City staff regarding acquisition and development of these sites will be on-going over the next several months.
- RRM Design Group has been contracted to provide site plans and architectural concept drawings for the properties.
- Resolution #1059 requesting Board consideration of a Joint Development Agreement with Many Mansions for this project is included in this packet.

Please contact me at extension 520 or via email at gmcgehee@ahacv.org to discuss any questions.



Meeting Date: June 27, 2018
Agenda Item: 4F
Subject: Personnel/ Human Resources
Prepared by: Patricia Friou, Human Resources Manager
Requested Action: Information Only

SUMMARY
REPORTING DATES: MAY 1 – MAY 31, 2018

AHA EMPLOYEE PAYROLL HEADCOUNT

42 Regular Full-time Employees
0 Regular Part-time Employees
0 Temporary Full-time Employee*
0 Temporary Part-time Employees*
**Temporary and part-time employees are not represented by the SEIU MOU*

42 Total AHA Active Employees

ADDITIONAL AHA EMPLOYEE INFORMATION

11 Management and Confidential Employees
31 Bargaining Unit Employees (Represented by SEIU)

TUTORS & TEMPORARY WORKERS

9 California Lutheran University students - part-time temporary
0 Temporary employees from temporary employment agencies

EMPLOYEE ANNIVERSARIES – MAY 2018

<u>Years of Service</u>	<u>Employee Name</u>	<u>Department</u>
31	Alma M.	Section 8
3	Karla G.	Section 8

Please contact me at extension 840 or via email at humres@ahacv.org in order to discuss your individual questions.



Board Report: June 27, 2018

Agenda Item: 6A

Subject: Resolution No. 1055 - A Resolution of the Area Housing Authority of the County of Ventura to Approve the Write-off of Fixed Assets for Fiscal Year Ending June 30, 2018

Prepared by: Denise Howells, Director of Finance

Requested Action: Review, Motion, Second, Discuss, Roll Call Vote

The Finance Department maintains the schedule of agency-owned fixed assets and annually completes an inventory of such assets. Those fixed assets determined to be no longer useful are requested to be written-off by the Board of Commissioners. For Fiscal Year ending June 30, 2018, the following assets are requested to be written-off.

<u>Description</u>	<u>Original Price</u>	<u>Current Value</u>
2011 Ford Fiesta VIN 3FADP4AJ3BM172833	\$15,100.88	0
Sharp AR-168D Digital Imager Copier	\$1,252.68	0

Staff request Board approval of Resolution No. 1055.

Enclosed: Draft Resolution No. 1055



RESOLUTION NO. 1055

**A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
TO APPROVE THE WRITE-OFF OF FIXED ASSETS FOR FISCAL YEAR ENDING JUNE 30, 2018**

At a duly constituted meeting of the Board of Commissioners of the Area Housing Authority of the County of Ventura, a public body, corporate and politic (the "AHA"), held on June 27, 2018, the following resolution was adopted:

WHEREAS, the AHA Finance Department maintains the schedule of agency-owned fixed assets and annually completes an inventory of such assets; and

WHEREAS, those fixed assets that are determined to be no longer useful are requested to be written off by the Board of Commissioners; and

WHEREAS, the items listed below are no longer useful to the Area Housing Authority;

<u>Description</u>	<u>Original Price</u>	<u>Current Value</u>
2011 Ford Fiesta VIN 3FADP4AJ3BM172833	\$15,100.88	0
Sharp AR-168D Digital Imager Copier	\$1,252.68	0

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Area Housing Authority of the County of Ventura that it does hereby approve the write-off of the above listed assets.

DATED: June 27, 2018

JORGEN NIELSEN, CHAIR
Area Housing Authority Board of Commissioners

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, Michael Nigh, Executive Director of the Area Housing Authority of the County of Ventura, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the Commissioners of the Area Housing Authority of the County of Ventura at a regular meeting thereof held on June 28, 2017 by the following vote of the members thereof:

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, JOHNSON, LECH, LUNN, MCCARTY,
MCCLENAHAN, MERCER, NIELSEN, NOBLE, PAINTER, RAMOS-CRUZ
REISENDER AND WALL

NOES:

ABSTAIN:

ABSENT:

MICHAEL NIGH, EXECUTIVE DIRECTOR
Area Housing Authority of the County of Ventura



Board Report: June 27, 2018

Agenda Item: 6B

Subject: Resolution No. 1056 - A Resolution of the Area Housing Authority of the County of Ventura to Approve the Write-Off of Tenants Accounts Receivable System (TARS) for the Fiscal Year Ending June 30, 2018

Prepared by: Dennise Howells, Director of Finance

Requested Action: Review, Motion, Second, Discuss, Roll Call Vote

Annually, both the Finance and Housing Assets Management departments review the Tenant Accounts Receivable ledger to determine possible collection of outstanding balances owed the AHA. The accounts determined to be uncollectable must be written off by the Board of Commissioners in order to clean up the books. Accounts of inactive (move out) tenants are normally written off in this manner.

For the fiscal year ending June 30, 2018, the amounts being requested to write-off are \$51,272.73 for Public Housing and \$1,522.00 for Agency Owned.

These debts are not forgiven and remain in the collection process.

Staff request Board approval of Resolution No. 1056.



RESOLUTION NO. 1056

**A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
TO APPROVE THE WRITE-OFF OF TENANTS ACCOUNTS RECEIVABLE SYSTEM (TARS)
FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

At a duly constituted meeting of the Board of Commissioners of the Area Housing Authority of the County of Ventura, a public body, corporate and politic (the “AHA”), held on June 27, 2018, the following resolution was adopted:

WHEREAS, the AHA, on an annual basis, finds it necessary to write off bad debts; and

WHEREAS, the amounts below represent move-out charges and outstanding rent of former housing tenants currently shown outstanding on the accounting ledger; and

<u>Project</u>	<u>Amount</u>	<u>Reason</u>
<u>Public Housing</u>		
Ellis Terrace	\$300.00	Damages
Fiore Gardens	\$1,243.00	Rent and damages
Florence Janss	\$1,746.00	Rent and damages
Leggett Court	\$45,108.89	Rent and damages
Roth Apartments	\$774.00	Rent and damages
Tafoya Terrace	\$156.13	Rent and damages
Whispering Oaks	<u>\$1,944.71</u>	Rent and damages
<i>Public Housing Total</i>	<u>\$51,272.73</u>	
<u>Agency Owned</u>		
Los Arboles	\$1,522.00	Damages
<i>Agency Owned Total</i>	<u>\$1,522.00</u>	

WHEREAS, these charges are only written off the TARS and are still owed to the AHA and remain in collections;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Area Housing Authority of the County of Ventura that it does hereby approve the Write-Off of TARS.

DATED: June 27, 2018

JORGEN NIELSEN, CHAIR
Area Housing Authority Board of Commissioners

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, Michael Nigh, Executive Director of the Area Housing Authority of the County of Ventura, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the Commissioners of the Area Housing Authority of the County of Ventura at a regular meeting thereof held on June 28, 2017 by the following vote of the members thereof:

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, LECH, LUNN, MCCARTY, MCCLENAHAN,
MERCER, NIELSEN, NOBLE, PAINTER REISENDER, AND WALL

NOES:

ABSTAIN:

ABSENT:

MICHAEL NIGH, EXECUTIVE DIRECTOR
Area Housing Authority of the County of Ventura



Board Report: June 27, 2018

Agenda Item: 6C

Subject: Resolution No. 1057 - A Resolution of the Area Housing Authority of the County of Ventura to Approve the Project-Level Operating Budget for the Low Rent Public Housing Program for Fiscal Year Ending June 30, 2019

Prepared by: Denise Howells, Director of Finance

Requested Action: Review, Motion, Discuss, Second, Roll Call Vote

Public Housing Project-Level Operating Budget for FY ending 2019

- The only AHA program that mandates budget approval by the Board is the Low Rent Public Housing program.
- Included in the attached Public Housing budget is operating subsidy provided by HUD to offset the difference between the low rents charged to the tenants and actual operating expenditures associated with the properties. This operating subsidy is shown as *Grant Revenue*.
- The operating subsidy is calculated for each property by HUD utilizing a formula that takes into consideration various characteristics of each particular property.
- To receive the HUD operating subsidy, the Board must approve by resolution the Low Rent Public Housing Project-Level budget, agree to abide by all applicable regulations of the HUD Annual Contributions Contract and request staff to submit the appropriate documentation to HUD.

Staff requests Board approval of Resolution No.1057.

Enclosed: Draft Resolution No. 1057
Low Rent Budget FY2019



RESOLUTION NO. 1057

**A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
TO APPROVE THE PROJECT-LEVEL OPERATING BUDGET FOR THE LOW RENT PUBLIC
HOUSING PROGRAM FOR FISCAL YEAR ENDING JUNE 30, 2019**

At a duly constituted meeting of the Board of Commissioners of the Area Housing Authority of the County of Ventura, a public body, corporate and politic (the "AHA"), held on June 27, 2018, the following resolution was adopted:

WHEREAS, the AHA is required by the Department of Housing and Urban Development (HUD) to acquire Board of Commissioner approval for the Low Rent Public Housing program project-level operating budget; and

WHEREAS,

- 1) All statutory and regulatory requirements have been met;
- 2) The AHA has sufficient operating reserves to meet the working capital needs of its developments;
- 3) Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
- 4) The budget indicates a source of funds adequate to cover all proposed expenditures; and

WHEREAS, all proposed rental charges and expenditures will be consistent with provisions of law and the Annual Contributions Contract; and

WHEREAS, no Area Housing Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed a 100% allocation of his/her time;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Area Housing Authority of the County of Ventura that it does hereby approve the Project-Level Operating Budget for the Low Rent Public Housing Program, Contract No. SF-568, Project Nos. CA092003, 005, 007, 009, 010, 015 and 016 for the fiscal year ending June 30, 2019, and do authorize the Executive Director to submit the documents for approval to the Department of Housing and Urban Development and to expend program funds in accordance with program regulations.

DATED: June 27, 2018

JORGEN NIELSEN, CHAIR
Area Housing Authority Board of Commissioners

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, Michael Nigh, Executive Director of the Area Housing Authority of the County of Ventura, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the Commissioners of the Area Housing Authority of the County of Ventura at a regular meeting thereof held on June 28, 2017 by the following vote of the members thereof:

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, JOHNSON, LECH, LUNN, MCCARTY,
MCCLENAHAN, MERCER, NIELSEN, NOBLE, PAINTER, RAMOS-CRUZ
REISENDER AND WALL

NOES:

ABSTAIN:

ABSENT:

MICHAEL NIGH, EXECUTIVE DIRECTOR
Area Housing Authority of the County of Ventura

FY19 LOW RENT PUBLIC HOUSING BUDGET - PROJECT DETAIL

	Whispering Oaks	Florence Janss	Leggett Court	Roth Apartments	Tafoya Terrace	Ellis Terrace	Fiore Gardens
Operating revenue							
Dwelling rent	318,691	246,256	273,715	181,508	102,362	120,229	380,800
Management fees							
Other	4,516	3,733	5,690	4,495	1,045	2,873	8,812
Total operating revenue	323,207	249,989	279,405	186,003	103,407	123,102	389,612
Operating expenses							
Salary/Benefits	52,431	33,879	61,164	26,554	15,919	26,342	49,630
Administrative expenses	13,977	11,473	7,998	8,275	10,080	4,894	12,580
Management fees	120,797	68,776	57,777	40,712	36,386	31,263	59,116
Resident Services	21,609	17,878	22,953	11,439	8,860	9,168	28,699
Utilities	109,184	69,936	55,483	75,121	17,626	34,764	105,373
Maintenance and operations	230,000	136,350	143,700	156,800	101,400	94,050	158,000
General expenses	30,347	13,514	19,523	14,058	11,590	7,605	24,784
Housing assistance							
Total operating expenses	578,345	351,806	368,598	332,959	201,861	208,086	438,182
Nonoperating revenue and (expenses)							
FSS Coordinator Grant							
PH Operating Fund	352,327	127,943	114,901	168,677	128,671	86,435	132,567
PH Capital Fund		10,000				20,000	
PH Resident Services							
Grant revenue	352,327	137,943	114,901	168,677	128,671	106,435	132,567
Investment interest	2,931	1,986	2,420	2,951	1,791	1,320	4,863
Loan payments/interest/deposits	(63,704)	(53,519)	(24,364)	(32,751)	(8,038)	(17,773)	0
Deferred maintenance/Capital improvements	0	(40,000)	0	0	0	0	(30,000)
Total nonoperating revenue and (expenses)	291,554	46,410	92,957	138,877	122,424	89,982	107,430
Income (loss) before capital contributions and transfers	36,416	(55,407)	3,764	(8,079)	23,970	4,998	58,860
Change in net position	36,416	(55,407)	3,764	(8,079)	23,970	4,998	58,860



Board Report: June 27, 2018

Agenda Item: 6D

Subject: Resolution No. 1058 - A Resolution of the Area Housing Authority of the County of Ventura Reauthorizing the Use of the Investment Policy

Prepared by: Denise Howells, Director of Finance

Requested Action: Review, Motion, Second, Discuss, Roll Call Vote

The California State law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law and has further constraints imposed by the U.S. Department of Housing and Urban Development (HUD). The investment policy governs investment of Authority funds to ensure compliance with the applicable requirements. There are no proposed changes to the policy. The Board adopted the current Investment Policy on June 28, 2017.

Staff requests Board approval of Resolution No. 1058.

Enclosed: Draft Resolution #1058
Investment Policy



RESOLUTION NO. 1058

**A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA
REAUTHORIZING THE USE OF THE INVESTMENT POLICY**

At a duly constituted meeting of the Board of Commissioners of the Area Housing Authority of the County of Ventura, a public body, corporate and politic (the "AHA"), held on June 27, 2018, the following resolution was adopted:

WHEREAS, State of California law requires that the Board of Commissioners reauthorize the Area Housing Authority of the County of Ventura's Investment Policy annually; and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code [CGC] section 53600.6); and

WHEREAS, the legislative body of a local agency may invest surplus monies not required for immediate necessities of the local agency in accordance with the provisions of HUD and the CGC 53601; and

WHEREAS, the Executive Director of the AHA is required to annually review and submit the investment policy, and such policy, and any changes thereto, shall be considered by the Board of Commissioners of the Area Housing Authority of the County of Ventura at a public meeting (CGC 53646(a)); and

WHEREAS, there have been no changes to the previously approved Investment Policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Area Housing Authority of the County of Ventura that it does hereby approve and adopt the Investment Policy for the period from July 2018 through June 2019.

DATED: June 27, 2018

JORGEN NIELSEN, CHAIR
Area Housing Authority Board of Commissioners

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, Michael Nigh, Executive Director of the Area Housing Authority of the County of Ventura, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the Commissioners of the Area Housing Authority of the County of Ventura at a regular meeting thereof held on June 28, 2017 by the following vote of the members thereof:

AYES: CRUTCHFIELD, DIAZ-MARTINEZ, JOHNSON, LECH, LUNN, MCCARTY,
MCCLENAHAN, MERCER, NIELSEN, NOBLE, PAINTER, RAMOS-CRUZ
REISENDER AND WALL

NOES:

ABSTAIN:

ABSENT:

MICHAEL NIGH, EXECUTIVE DIRECTOR
Area Housing Authority of the County of Ventura



**Area Housing Authority
of the
County of Ventura**

INVESTMENT POLICY

July 2018 - June 2019

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "**prudent person**" standard (CGC 53600.3) and shall be applied in the context of managing an overall portfolio. The Executive Director and his designees acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes. Any information received which identifies potential security risks or market price changes of significance shall be reported in a timely fashion and efforts to control adverse developments shall be pursued.

Objective

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order, of the investment shall be:

1. **Safety:** Safety of principal is the foremost object of this investment policy. Investments of the Housing Authority shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the Housing Authority to meet all operating requirements, which might be reasonably anticipated. All investments will be capable of being liquidated on one day's notice. No investments will be made which impose a longer notice period for redemption or which are not readily marketable.
3. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market of return throughout budgetary and economical cycles consistent with the Housing Authority investment policy, taking into consideration investment risk constraints and cash flow characteristics of the portfolio. (CGC 53600.5)

Delegation of Authority

Authority to manage the investment program is derived from Section 401(E) of the Annual Contribution Contract between HUD and the Housing Authority and the CGC Section S53601, et seq. Management responsibility for the investment program is hereby delegated to the Executive Director of the Housing Authority who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to safekeeping and repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to person responsible for the investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Executive Director. The Executive Director, as authorized by the Housing Authority Board of Commissioners, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Executive Director is a *trustee* and a *fiduciary* subject to the *prudent investor* standard (CGC 53600.3).

Ethics and Conflicts of Interest

Officers and employees of the Housing Authority and such investment underwriters, bond counsel and other financial advisors or consultants involved in the investment process shall refrain from personal business activity which could conflict with the proper execution of the investment program, or which could impair ability to make impartial investment decisions.

Authorized Financial Institutions and Dealers

- A. The Executive Director will maintain a list of financial institutions that are authorized to provide investment services. Selection for placement on this list will be on the basis of credit worthiness, financial strength, experience and minimal capitalization. In addition, a list will also be maintained of approved security broker/dealers or investment bank underwriters who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.
- B. Selection: For brokers/dealers or investment bank underwriters of government securities and other investments, the Executive Director shall select only brokers/dealers or investment bank underwriters who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations; and, cannot have made any campaign contributions to any member of the Housing Authority's Board of Commissioners.

- C. Certification: Before engaging in investment transactions with a broker/dealer or investment bank underwriter, the Executive Director shall have received from said firm a signed Certification Form (see Exhibit 1). This form shall attest that the individual responsible for the Housing Authority's account with that firm has reviewed the Housing Authority's Investment Policy and that the firm understands that policy and intends to present investment recommendations and transactions to the Housing Authority that are appropriate under the terms and conditions of the Investment Policy.

Authorized and Suitable Investments

The Housing Authority is empowered by the HUD Notice 96-33 (see Attachment A), extended indefinitely by HUD Notice PIH 2002-13 to invest HUD funds in the following:

- A. United States Treasury Bills, Notes and Bonds.
- B. Obligations issued by Agencies or Instrumentalities of the U.S. Government.
- C. State or Municipal Depository Funds, such as The Local Agency Investment Fund (LAIF).
- D. Insured Demand and Savings Deposits, provided that deposits in excess of the insured amount must be 100 percent collateralized by securities listed in A and B above.
- E. Insured Money Market Deposit Accounts, provide that deposits in excess of the insured amount must be 100 percent collateralized by securities listed in A and B above.
- F. Insured Super NOW Accounts, provide that deposits in excess of the insured amount must be 100 percent collateralized by securities listed in A and B above.
- G. Negotiable Certificates of deposit issued by federally or state chartered banks or associations insured by the Federal Government. Not more than 30 percent of surplus funds can be invested in certificates of deposit. Investments in Certificates of Deposits are restricted as specified in HUD Notice 95-27, Attachment A and CGC 53601(i).
- H. Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Securities purchased under these agreements shall be no less than 102 percent of market value. [See special limits in HUD Notice 96-33 (Attachment A) extended indefinitely by HUD Notice PIH 2002-13 and CGC 53601.0 (Attachment B)].
- I. Sweep Accounts that are 100 percent collateralized by securities listed in A and B above.

- J. Share of beneficial interest issued by diversified management company investing in the securities and obligations authorized by this Section (Money Market Mutual Funds). Such funds must carry the highest rating of at least two national rating agencies. Not more than 15 or 20 percent of surplus funds can be invested in Money Market Mutual Funds.
- K. Funds held under the terms of a Trust Indenture of other contract or agreement, including the HUD/Public Housing Agency Annual Contributions Contract, may be invested according to the provisions of the indentures or contracts
- L. Any other investment security authorized under the provision of HUD Notice PIH 96-33.

The Housing Authority is empowered by California Government Code (CGC) Sections 55922 and 53601 et seq. to invest non-HUD funds in the following:

- A. Bonds issued by local government agencies with a maximum maturity of five years (see Attachment B).
- B. United States Treasury Bills, Notes and Bonds.
- C. Registered state warrants or treasury notes or bonds issued by the State of California.
- D. Bonds, notes, warrants or other evidence of debt issued by a local agency with the State of California, including pooled investment accounts sponsored by the State of California, County Treasurer, other local agencies or Joint Powers Agencies.
- E. Obligations issued by Agencies or Instrumentality of the U.S. Government.
- F. Bankers Acceptances with a term not to exceed 180 days. Not more than 40 percent of surplus funds can be invested in Bankers Acceptances and no more than 30 percent of surplus funds can be invested in the banker's acceptances of any single commercial bank.
- G. Prime Commercial Paper with a term not to exceed 270 days and the highest ranking issued by Moody's Investors Service or Standard & Poor's (S&P) Corp. Commercial paper cannot exceed 25 percent of total surplus funds, provided, that if the average maturity of all Commercial paper does not exceed 31 days, up to 30 percent of surplus funds can be invested in Commercial paper.
- H. Negotiable Certificates of Deposit issued by federally or state chartered banks or associations. Not more than 30 percent of surplus funds can be invested in certificates of deposit.

- I. Repurchase/Reverse Repurchase Agreements of any securities authorized by this section. Securities purchased under these agreements shall be not less than 102 percent of market value (see special limits in CGC 53601).
- J. Medium term notes (not to exceed 5 years) of U.S. corporations rated "A" or better by Moody's or S&P's. Not more than 30 percent of surplus can be invested in medium term notes.
- K. Share of beneficial interest issued by diversified management companies investing in the securities and obligations authorized by this Section. Such funds (Money Market Mutual Funds) must carry the highest rating of at least two national rating agencies. Not more than 15 percent of surplus can be invested in Money Market Mutual Funds.
- L. Funds held under the terms of Trust Indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements.
- M. Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.
- N. Any mortgage pass-through security, collateralized mortgage obligation, mortgaged-back or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable-backed bond of a maximum maturity of five years. Securities in this category must be rated AA or better by a national rating service. Not more than 20 percent of surplus funds can be invested in this category of securities.
- O. Any other investment security authorized under the provisions of CGC S5922 and 53601.

Please Note: Attachment A, HUD Notice 96-33, and Attachment B, CGC Section 53601, provide a detailed summary of the limitations and special conditions that apply to each of the above-listed investment securities.

Attachments:

- Exhibit I – Housing Authority Investment Policy Certification
- Attachment A – HUD Notice 96-33 “required HA Cash Management and investment Policies and Procedures
 - HUD Notice 96-33 Attachment A “ HUD Approved Investment Instruments”
 - HUD Notice 96-33 Attachment B “Investment of Funds Held by HA Fiscal Agents”
- Attachment B – California Government Code 53601 “Investment of Surplus”

Prohibited Investments

Under the provisions of CGC Section 53631.5, the Housing Authority shall not invest any funds covered by the Investment Policy in inverse floaters, range notes, interest-only STRIPS derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

Collateralization

Pursuant to HUD Notice 96-33, collateralization is required to continuously and fully (100%) secure all deposits, regardless of type, that are in excess of the federally insured amount. All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party and valued on a monthly basis. The percentage of collateralization on repurchase agreements will conform to the amount required under CGC 53601(1)(2).

Safekeeping and Custody

All security transactions entered into by the Housing Authority shall be conducted during the normal business hours of the Housing Authority, on Housing Authority premises and on a delivery-versus-payment (DVP) basis. Only during an extreme emergency shall security transactions be conducted during non-business Housing Authority hours, not on Housing Authority premises. All securities purchased or acquired shall be delivered to the Housing Authority by book entry, physical delivery or by third-party custodial agreement (CGC 53601).

Diversification

It is the policy of the Housing Authority to diversify its investment portfolio. The Housing Authority will diversify its investments by security type, and, within each type, by institution. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following guidelines shall apply:

- A. Portfolio maturities shall be matched against liabilities to avoid an over concentration in a specific series of maturities.
- B. Maturities selected shall provide for stability and liquidity.
- C. Disbursement and payroll dates shall be covered by the scheduled maturity of specific investments, marketable U.S. Treasury Bills or notes or other cash equivalent instruments, such as money mutual funds.

Reporting

The Executive Director shall submit to each member of the Housing Authority Board of Commissioners a quarterly investment report. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed by third-party contractors. The report will also include the source of the portfolio valuation. In the case of funds invested in the Local Agency Investment Fund (LAIF), Federal Deposit Insurance Corporation (FDIC) accounts or county investment pools, current statements from those institutions will satisfy the above reporting requirement. The report will also include a certification that (1.) all investment actions executed since the last report have been made in full compliance with the Investment Policy and; (2.) the Housing Authority will meet its expenditure obligations for the next six months [CGC 53646(b)]. The Executive Director shall maintain a complete and timely record of all investment transactions.

Investment Policy Adoption

The Investment Policy shall be adopted by resolution by the Housing Authority Board of Commissioners. Moreover, the Policy shall be reviewed on an annual basis and modifications must be approved by the Housing Authority Board of Commissioners.

EXHIBIT 1

Housing Authority Investment Policy Certification

I hereby certify that: 1.) I have personally read the Area Housing Authority of the County of Ventura (Housing Authority) Investment Policy, U.S. Department of Housing and Urban Development Notice PIH 96-33 and the California Government Codes pertaining to the investments of the Housing Authority; and, 2.) have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the Housing Authority's investment objectives, strategies and risk constraints.

As duly-authorized representative of this firm, we pledge to exercise due diligence in informing the Housing Authority staff of all foreseeable risks associated with financial transactions conducted with our firm. We further pledge not to offer the Housing Authority any types of securities not authorized by the Housing Authority's Investment Policy and State Law.

All sales personnel will be routinely informed of your investment objectives, strategies and risk constraints whenever we are so advised. We will notify the Housing Authority immediately by telephone and in writing of any material adverse change in our financial condition. The supervising officer agrees to exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the Housing Authority.

Print Name:

_____ Date: _____
Investment V.P., Analyst, Officer

Signed:

Investment Firm:

Countersignature:

Signature of Investment Firm's President or Manager
(Countersigned by Company's President or person in charge of government securities operations)



Board Report: June 27, 2018

Agenda Item: 6E

Subject: Resolution No. 1059 - A Resolution of the Area Housing Authority of the County of Ventura Approving Execution of a Joint Development Agreement With Many Mansions in Connection With the Acquisition and Development of 112, 124 and 136 First Street, 224 and 236 Charles Street and A Parcel Referenced as the Lety Yancy Road Site in Moorpark, California

Prepared by: Michael Nigh, Executive Director

Requested Action: Review, Motion, Second, Discuss, Roll Call Vote

Building upon the success achieved with the financing and construction of the Walnut Street Apartments in Moorpark, the Area Housing Authority and Many Mansions have entered into an exclusive negotiating agreement with the City on an additional six (6) city owned parcels. Although scattered within a one mile radius, the six parcels are anticipated to be combined to be potentially developed as one affordable housing project of up to fifty-five (55) units.

To facilitate the potential development and to identify each entity's responsibilities, representatives of both agencies have been negotiating the terms of a Joint Development Agreement in the form attached which outlines the parties understanding and agreement regarding the financing, acquisition, ownership, development, management, and operation of the project.

Approval of the joint development agreement will also facilitate the formation of a to-be-named limited partnership (LP) for the purpose of owning, developing and operating the project by filing a Certificate of Limited Partnership with the California Secretary of State and adopting a Limited Partnership Agreement which names the Area Housing Authority and Many Mansions as General Partners.

The Executive Director recommends approval of Resolution No. 1059.



RESOLUTION NO. 1059

A RESOLUTION OF THE AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA APPROVING EXECUTION OF A JOINT DEVELOPMENT AGREEMENT WITH MANY MANSIONS IN CONNECTION WITH THE ACQUISITION AND DEVELOPMENT OF 112, 124 AND 136 FIRST STREET, 224 AND 236 CHARLES STREET AND PARCEL REFERENCED AS THE LETA YANCY SITE IN MOORPARK, CALIFORNIA

At a duly constituted meeting of the Board of Commissioners of the Area Housing Authority of the County of Ventura, a public body, corporate and politic (the "Housing Authority"), held on June 27, 2018, the following resolution was adopted:

WHEREAS, the Housing Authority and Many Mansions (the "Parties") have contracted with the City of Moorpark to acquire certain real property located in Moorpark, California for development of an affordable housing project consisting of approximately 55 units of multifamily housing (the "Project") in accordance with the terms and conditions of a to be negotiated Disposition and Development Agreement; and

WHEREAS, the Parties intend to form a California limited partnership (the "Partnership") for the purpose of owning, developing and operating the Project; and

WHEREAS, a Partnership will be formed by filing a Certificate of Limited Partnership with the California Secretary of State and adopting a Limited Partnership Agreement (the "Initial Partnership Agreement") which names the Parties as the initial General Partner; and

WHEREAS, the Executive Director of the Housing Authority and representatives of Many Mansions have been negotiating the terms of a Joint Development Agreement in the form attached hereto which outlines the parties understanding and agreement regarding the financing, acquisition, ownership, development, management, and operation of the Project; and

WHEREAS, the Housing Authority believes it to be in its best interest to enter into the Joint Development Agreement with Many Mansions.

NOW, THEREFORE, BE IT RESOLVED, that Michael Nigh, Executive Director, or the Chair or Vice Chair of the Board of Commissioners, acting on behalf of the Housing Authority, on its own behalf, is authorized to execute the Joint Development Agreement substantially in the form attached hereto.

DATED: June 27, 2018

JORGEN NIELSEN, CHAIR
Area Housing Authority Board of Commissioners

STATE OF CALIFORNIA
COUNTY OF VENTURA

I, Michael Nigh, Executive Director of the Area Housing Authority of the County of Ventura, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the Commissioners of the Area Housing Authority of the County of Ventura at a regular meeting thereof held on June 27, 2018 by the following vote of the members thereof

AYES:

NOES:

ABSTAIN:

ABSENT:

MICHAEL NIGH, EXECUTIVE DIRECTOR
Area Housing Authority of the County of Ventura

JOINT DEVELOPMENT AGREEMENT
[Moorpark VI]

This JOINT DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of _____, 2018, by and between AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA, a public body, corporate and politic and a 501(c)(3) tax-exempt organization ("**AHACV**") and MANY MANSIONS, a California nonprofit corporation ("**MANY MANSIONS**") with reference to the following facts:

A. AHACV is a joint exercise of powers agency, exercising governmental functions and powers, and organized and existing under the Housing Authority Law of the State of California (California Health and Safety Code § 34200, et seq.).

B. MANY MANSIONS is a California nonprofit corporation whose mission is to develop and provide quality affordable housing and life-enriching services for low-income individuals and families in Ventura and Los Angeles Counties, with a special focus on those of very low-income, who are formerly homeless, seniors, veterans, or disabled.

C. The subject properties (the "Property") are as follows:

<u>Address</u>	<u>APN</u>
112 First Street	512-0-102-100
124 First Street	512-0-093-020
136 First Street	512-0-102-120
224 Charles Street	512-0-093-020
236 Charles Street	512-0-093-030
Leta Yancy Road site	No APN assigned; 1.6 acre parcel per Vesting Tentative Tract Map 5882 (to be deeded to City)

Each parcel is currently vacant, except for the 136 First Street site.

D. AHACV and MANY MANSIONS desire and intend to partner with each other to acquire and jointly develop the Property with affordable housing as provided in this Agreement.

E. AHACV and MANY MANSIONS or their affiliate(s) will form a limited partnership ("Partnership") for the purpose of owning, developing, and operating the Project.

F. AHACV and MANY MANSIONS (collectively referred to as the "**Parties**") intend to syndicate the limited partnership interests in the Partnership on terms and conditions as are reasonably competitive within the marketplace for Low Income Housing Tax Credit equity investments to one or more qualified investors in low income housing projects (collectively, the "**Limited Partner**"). Following such syndication, it is anticipated that the Parties or their affiliate(s) will own in the aggregate a 0.01% general partner interest in the Partnership and the Limited Partner will own in the aggregate a 99.99% limited partner interest in the Partnership.

G. In connection with the development of the Property, the Parties intend to apply for and/or utilize available federal and/or state low income housing tax credits as mutually agreed upon by the Parties (the "**Tax Credits**").

H. The Parties enter into this Agreement to set forth their understanding and agreement regarding the financing, acquisition, development, management and operation of the Property including, without limitation, the allocation of certain responsibilities in connection therewith, and various other matters related thereto.

NOW, THEREFORE, in consideration of the mutual covenants, concessions and agreements herein contained and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Property Purchase. Following execution of this Agreement, the Parties shall proceed under the terms of the Exclusive Negotiating Agreement with the City of Moorpark for the purpose of acquiring the Property for development of the Project. Without limitation, the Parties shall continue with all necessary and appropriate due diligence in order to satisfy the conditions to closing the purchase as provided in the Disposition and Development Agreement (DDA), including but not limited to securing the requisite financing and entitlements. The Parties acknowledge that they will split all deposits ("**Deposits**") identified in the DDA fifty/fifty.

2. Development.

2.1 Project. In accordance with the terms of this Agreement, the Parties shall use their best efforts to develop the Property with multifamily rental housing for low-income and very low-income households (the "**Project**"). All press releases, signage and correspondence describing the Project shall require the prior consent of each Party. The duties of the Parties and who will take the lead on various development related activities are described in Exhibit A. Notwithstanding anything to the contrary in this Agreement or the Partnership Agreement, each Party shall be vested with all rights and duties required by the State Board of Equalization sufficient to meet the test of having "**Substantial Management Duties**" (as such term is defined in the State Board of Equalization Property Tax Rule 140.1).

2.2 Financing. The Parties shall have all right, power, and authority on behalf of the Partnership to identify, negotiate, and approve the terms of all debt and equity financing for the acquisition, development and construction of the Project, including, without limitation, construction financing (the "**Construction Loan**"), permanent financing (the "**Permanent Loan**" and collectively with the Construction Loan, the "**Loans**") and the syndication of the limited partnership interests to the Limited Partner. Subject to the foregoing,

(a) Predevelopment. The Parties will split all predevelopment expenses relating to the Project fifty/fifty or as mutually agreed upon in writing. The Parties agree that upon closing the Construction Loan, the Partnership will repay the Parties for agreed upon funds advanced to the Partnership to pay the Predevelopment Expenses.

(b) Purchase Financing. The purchase price for the Property and the method of financing such purchase shall be as mutually agreed upon by the Parties.

(c) Construction Financing. The Parties shall work together to identify an acceptable construction lender(s) and negotiate the terms of a construction loan for the Project.

(d) Permanent Financing. The Parties shall work together to identify an acceptable permanent lender(s) and negotiate the terms of a permanent loan for the Project.

2.3 Contracts. The Parties shall use their best efforts to ensure that all contracts and agreements relating to the development of the Project shall be executed in the name of the Partnership or assigned to the Partnership.

2.4 Architect. The Parties shall select the architect for the Project (the "**Architect**"). The approved Architect shall design the Project pursuant to an architect's agreement in a form to be negotiated by the Parties ("**Architect's Agreement**"). The Architect shall design the Project using finishes and design characteristics which (i) are typical in multi-family affordable housing developments in Southern California, and (ii) comply with all applicable lender requirements (e.g. TCAC and HCD). The Parties shall together review and approve the plans and specifications prepared by the Architect.

2.5 General Contractor. The Parties shall select the general contractor for the construction of the Project (the "**General Contractor**"). The General Contractor shall construct the Project pursuant to a construction contract ("**Construction Contract**") approved by the Parties and meeting the requirements of the Project Lenders. The Parties intend that the General Contractor will be paid amounts for profit, overhead, and general requirements that are typical for affordable housing projects in Ventura County, but with the understanding that the Construction Contract shall be subject to the requirements imposed by TCAC (if applicable), including all TCAC limitations on overhead, profit, and general requirements.

2.6 Budgets; Schedules. The Parties shall work together to develop a construction budget and predevelopment and construction schedules for the Project.

2.7 Construction Management. AHACV shall be responsible for overseeing the construction of the Project; provided, however, that MANY MANSIONS shall assist with such oversight as AHACV may reasonably request from time to time. MANY MANSIONS may have a representative at each construction draw meeting and other Project development meetings if it so chooses. The Parties intend to hire a third party construction manager to review the final design and help oversee the construction of the project.

2.8 Change Orders. Any and all change orders for the construction of the Project shall require the prior approval of the Parties.

2.9 Draw Requests. AHACV shall prepare and submit all construction draw requests; provided that MANY MANSIONS shall have prior approval rights for any construction draw requests that constitute a material deviation from the approved construction budget.

2.10 Development Fee. The Project will be structured to include a developer fee (the "**Developer Fee**") payable to the Parties, 50% to AHACV and 50% to MANY MANSIONS. The Development Fee shall be paid by the Partnership to the Parties in their capacity as developers of the Project and not in their capacity as a partner of the Partnership.

3. Partnership.

3.1 Purpose. The purpose of the Partnership is to (a) acquire the Property, (b) develop and construct the Project on the Property, and (c) manage and operate the Project, all in accordance with the terms of the Partnership Agreement.

3.2 Structuring. As soon as reasonably possible after execution of this Agreement, the Parties shall create the Partnership Agreement with respect to the admission of AHACV and MANY MANSIONS or their affiliate(s) as a General Partners. The Parties will mutually select the Initial Limited Partner. The Parties acknowledge that the Partnership Agreement will subsequently be amended and restated upon admission of the tax credit investor as the Limited Partner to the Partnership at which time Initial Limited Partner shall withdraw as a Limited Partner.

3.3 Partnership Interests. The General Partner(s) shall hold in the aggregate a 0.01% interest in the Partnership which shall be general partner interests allocated 0.005% to AHACV and 0.005% to MANY MANSIONS. The Limited Partner shall hold in the aggregate the remaining 99.99% interests in the Partnership which shall be limited partner interests.

3.4 Management. The Partnership shall be managed by a to be formed limited liability company ("LLC") of which AHACV and MANY MANSIONS will be its co-managing members ("Managing General Partner"). The Managing General Partner shall be vested with all power and authority to act on behalf of the Partnership, including without limitation the right to manage and control the affairs of the Partnership subject to the terms of the Partnership Agreement. Without limiting the foregoing, the Managing General Partner shall be authorized to negotiate and sign on behalf of the Partnership any contracts, agreements or documents relating to the Partnership. The signatures of an authorized representative from both AHACV and MANY MANSIONS shall be required to bind the LLC and/or the Partnership. The day-to-day business activities of the Managing General Partner will be described in its Operating Agreement. Any dispute in the governance of the Partnership between the Parties shall be resolved by mediation pursuant to Section 7(n) of this Agreement. Notwithstanding anything to the contrary provided in this Agreement or the Partnership Agreement, the Managing General Partner shall also have all the rights and obligations required by the State Board of Equalization to allow the Project to qualify for the welfare tax exemption. AHACV and MANY MANSIONS represents that they have and will maintain valid Organizational Clearance Certificates issued by the State Board of Equalization under its Property Tax Rule 136.

3.5 Management Fees.

(a) Partnership Management. The Partnership shall pay a fee for managing the Partnership affairs (the "**Partnership Management Fee**"). Subject to any express limitations imposed by applicable law, the Project Lenders, and/or the Partnership Agreement, the Partnership Management Fee shall be \$15,000 as provided in the pro-forma budget for the Project approved by the Parties and shall be payable to AHACV and to MANY MANSIONS according to their respective percentage interests in the Partnership. The Partnership shall pay the Partnership Management Fee in periodic installments as shall be set forth in the Partnership Agreement. The Partnership Management Fee shall be cumulative such that if there is insufficient cash to pay the full fee the unpaid portion shall accrue (without interest) and shall be paid out of available cash in the following year.

(b) Asset Management. In addition to the Partnership Management Fee, the Partnership shall pay a fee for property oversight (the "**Asset Management Fee**"). AHACV and Many Mansions shall both provide asset management services to the Partnership (see Exhibit A for details). Subject to any express limitations imposed by applicable law, the Project Lenders, and/or the Partnership Agreement, the Asset Management Fee shall be up to \$15,000 as provided in the pro-forma budget for the Project approved by the Parties and shall be payable to the asset managers, 50% to AHACV and 50% to MANY MANSIONS. The Partnership shall pay the Asset Management Fee in periodic installments as shall be set forth in the Partnership Agreement. The Asset Management Fee shall be cumulative such that if in any fiscal year there is insufficient cash to pay the full fee the unpaid portion shall accrue (without interest) and shall be paid out of available cash in the following year.

(c) Bookkeeping. AHACV shall provide bookkeeping services to the Partnership (see Exhibit A for details). Subject to any required consent of the Project Lenders, and subject to any express limitations imposed by applicable law, the Project Lenders, and/or the Partnership Agreement, the Parties intend that the bookkeeper will be paid a bookkeeping fee (the "**Bookkeeping Fee**") equal to \$12.5 per housing unit per month with a 3.5% annual increase.

(d) Property Management. AHACV, at its sole cost and expense, shall timely develop (i) the management plan for the Project, and (ii) the annual operating budgets for the Project, each of which shall be subject to the review and approval of MANY MANSIONS and AHACV as the co-members of the Managing General Partner. Upon completion of the Project, AHACV shall serve as the property manager subject to the oversight of the Managing General Partner in fulfillment of its Substantial Management Duties and subject to the terms of a property management contract approved by both Parties and meeting the requirements of the Project Lenders (the "**Management Agreement**"). Subject to any required consent of the Project Lenders, and subject to any express limitations imposed by applicable law, the Project Lenders, and/or the Partnership Agreement, the Parties intend that the property manager will be

paid a management fee (the "**Property Management Fee**") equal to \$65 per housing unit per month with a 3.5% annual increase.

3.6 Partnership Distributions. Pursuant to the terms of the Partnership Agreement, the Managing General Partner shall determine the timing and amount of all distributions of net proceeds from the sale or refinancing of the Project and distributions of net cash flow (after payment of all debt service). All net cash flow distributed to the General Partner shall be distributed to AHACV and MANY MANSIONS according to their respective percentage interests in the Partnership.

3.7 Withdrawal and Transfer Restrictions. Except to the extent required by applicable law, neither Party shall withdraw from the Partnership without the prior written consent of the other Party. A Party who withdraws from the Partnership in violation of this restriction shall be liable to the Partnership, as the case may be, for any and all damages resulting from such withdrawal. Except as expressly permitted in the Partnership Agreement, no Party shall assign, sell or otherwise transfer its interest in the Partnership, or its interest in the assets or profits of the Partnership, without the consent of the other Party.

3.8 Right to Engage in Other Business Ventures. The Parties hereby agree that the Parties, and their respective affiliates, may engage in, or hold an interest in, other business ventures, either independently or with others, including, without limitation, any other real estate partnerships or ventures which may compete with the business of the Partnership.

3.9 Partnership Expenses.

(a) All out of pocket expenses incurred by a Party in connection with the acquisition, maintenance, development or operation of the Project, and the syndication, management and operation of the business of the Partnership, shall be treated as an expense of the Partnership; provided, however, that nothing herein shall allow for the reimbursement of any internal administrative costs (such as insurance, overhead, employee costs, licenses, taxes and other related administrative costs) incurred by a Party in performing its obligations under this Agreement. Each Party is solely responsible for its own internal administrative costs.

(b) Reimbursement of each Party's reimbursable expenses is subject to the accounting and approval provisions set forth in the Partnership Agreement, any restrictions or limitations of the Project Lenders and/or the Limited Partner, the limitations of the construction and development budgets for the Project.

3.10 Purchase Rights. AHACV (or its special purpose affiliate) and MANY MANSIONS (or its special purpose affiliate) shall jointly have both a right of first refusal and an option to purchase the Project after expiration of the Tax Credit compliance period for a purchase price equal to the minimum purchase price allowed under Internal Revenue Code Section 42(i)(7)(B), as amended, *plus* (a) any amounts required to be paid to the Limited Partner that remain unpaid for approved Asset Management Fees, and (b) any amounts required to be actually paid to the Limited Partner under the terms of the Partnership Agreement for tax credit adjusters that remain outstanding at the time of closing the sale. Should either AHACV or

MANY MANSIONS not exercise their right of first refusal or option to purchase the Project after expiration of the Tax Credit compliance period the other Party (or its special purpose affiliate) shall have both a right of first refusal and an option to purchase the Project for a purchase price equal to the minimum purchase price allowed under Internal Revenue Code Section 42(i)(7)(B), as amended, *plus* (a) any amounts required to be paid to the Limited Partner that remain unpaid for approved Asset Management Fees, and (b) any amounts required to be actually paid to the Limited Partner under the terms of the Partnership Agreement for tax credit adjusters that remain outstanding at the time of closing the sale.

3.11 Notification. Any Party receiving actual notice of any of the following events, circumstances, or occurrences shall immediately notify the other Party of the same, and shall not act or respond with respect to any such event, circumstance, or occurrence unless and until such action has been approved by the Parties:

(a) Any casualty or condemnation proceeding brought or threatened against the Project (or any portion thereof), or any lawsuit or governmental administrative proceeding brought or threatened against the Project (or any portion thereof) or the Partnership;

(b) Any claim, assessment of taxes or alleged noncompliance with government status or regulations asserted against the Project (or any portion thereof) or the Partnership;

(c) Any circumstance in which a potential claimant has manifested an awareness of a possible claim or assessment against the Project (or any portion thereof) or the Partnership; and

(d) Any catastrophe, accident or other similar physical occurrence which may give rise to a claim or assessment against the Project (or any portion thereof) or the Partnership.

4. Guaranties. The Parties will be jointly responsible for providing any guaranties required in connection with the Project, including without limitation, as required by the Project Lenders, the Limited Partner, the title company, the insurance and bonding companies, the City of Moorpark, and any other governmental authorities (the “**Project Guaranties**”). Notwithstanding the foregoing, the Project Guaranties shall be in form and substance acceptable to the Parties in their sole and absolute discretion and shall not cover the negligence, fraud or intentional misconduct of the other Party, or the officers, directors, employees, agents or affiliates of the other Party.

5. Termination.

5.1 Events Triggering Termination. This Agreement shall terminate upon the occurrence of any of the following:

(a) Upon termination of the Purchase Agreement prior to acquiring the Property for any reason including failure of the conditions to conveyance as provided in the Purchase Agreement;

(b) If the Parties are unsuccessful in completing the development and construction of the Project within five (5) years after the date of this Agreement; or

(c) If one of the Parties fails to perform a material obligation under this Agreement, and such default continues for a period of ninety (90) days after written notice from the Party claiming the default, and the non-defaulting Party terminates this Agreement by written notice to the other Party.

5.2 Effect of Termination. Upon termination of this Agreement:

(a) If the Partnership owns the Property, the Property will be sold subject to the requirements of Government Code Section 54222.5 and the net proceeds of such sale shall be used to repay any acquisition, construction, or permanent financing obtained and all predevelopment expenses and other monies funded or advanced by the Parties. Any remaining net sales proceeds will be divided among the Parties based on their respective percentage interests in the Partnership as set forth in this Agreement.

(b) If the Partnership has not yet purchased the Property, then neither Party shall be repaid any of its costs and any unpaid loans or advances for costs shall be deemed forgiven.

6. Force Majeure. A Party shall not be deemed in default for failure to perform in a timely manner if such failure is due to one of the following events or circumstances which is unforeseeable, beyond the control, and without the fault or negligence of the Party affected, and which has a materially adverse effect on the ability of the Party affected to perform its obligations: (a) fire, flood, hurricane, or unusually severe weather conditions, (b) riot, war, and acts of terrorism, and (c) strikes, lockouts, and other labor disputes, (d) governmental restrictions, regulations or failure to act in a timely manner, and (e) acts or omissions of the other Party.

7. Miscellaneous.

(a) Publicity. The parties shall cooperate with each other to ensure that, as long as each Party is a Partner in the Partnership, any publicity generated for the Project shall make reference to the joint participation of AHACV and MANY MANSIONS . Publicity includes, without limitation, flyers, press releases, signs, brochures, public service announcements, interviews, and articles whether in print or electronic media. Either party may elect, in its discretion, not to be included except to the extent required by applicable law.

(b) Additional Documents and Acts. In connection with this Agreement, the formation of the Partnership and all other transactions contemplated hereby, each Party agrees to execute and deliver such additional documents and/or perform such acts as may be necessary or

appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

(c) Notices and Communications. Any communication, notice or demand of any kind that any Party may be required or may desire to give to or serve upon the other Party shall be in writing, addressed to the Parties at the addresses set forth below, and delivered by personal service with a delivery receipt; by overnight delivery service with a delivery receipt; e-mail transmission with a delivery confirmation; or by certified mail, postage prepaid, return receipt requested. Delivery shall be deemed to have occurred on the date shown on the delivery receipt or confirmation as the date of delivery, the date delivery was refused, or the date the items were returned as undeliverable.

To: **AHACV**

Area Housing Authority of the County of Ventura
1400 W. Hillcrest Drive
Newbury Park, CA 91320
Email: mnigh@ahacv.org
Attn: Executive Director

To: **MANY MANSIONS**

Many Mansions
1259 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Email: rick@manymansions.org
Attn: President

(d) No Guaranty of Success. The Parties hereby agree and acknowledge that real estate development is a speculative endeavor which is subject to multiple variables and factors outside the control of the developer. Nothing in this Agreement shall be deemed a representation or warranty by AHACV or MANY MANSIONS that the Property shall be acquired from the Seller, that the Property shall ultimately be acquired by the Partnership, that the Parties will be able to obtain debt and/or equity financing for the Project, and/or that the Project shall produce any profit to either Party or any investor in the Project.

(e) Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding arising out of or related to this Agreement shall be Ventura County, California.

(f) Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, agreements, whether oral or written. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by each Party. This Agreement shall

be superseded and replaced by the Partnership Agreement and the corresponding Operating Agreement of the General Partner upon the full execution of such agreements by the Parties.

(g) Headings. The title headings of the respective sections of this Agreement are inserted for convenience only, and shall not be deemed to be a part of this Agreement or considered in construing this Agreement.

(h) Time. Time is of the essence of this Agreement, and each and every condition and provision set forth herein.

(i) Waiver. No consent or waiver, express or implied, by any Party to, or of any breach or default by, any other Party in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare the other Party in default irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

(j) Severability. Each term or provision of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined to be invalid or void for any reason.

(k) Attorneys' Fees. In the event of any litigation among the Parties relating to any provision of this Agreement, then the prevailing Party in any such litigation shall, in addition to any other award made by the court in such litigation, be entitled to recover all of its costs incurred in connection therewith, including attorneys' fees and those fees incurred upon any appeal.

(l) Reasonableness of Consent. Except as otherwise specified herein, in the event that either Party shall require the consent or approval of the other Party in fulfilling any agreement, covenant, provision or condition contained in this Agreement, such consent or approval shall not be unreasonably withheld or delayed by the Party from whom such consent or approval is sought, and shall be given or disapproved within five (5) business days of request therefor; provided, however, that if the matter requires the consent or approval of the Party's Board of Directors, such consent shall be given or disapproved as soon as reasonably possible subject to the meeting requirements of the Parties.

(m) Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by telecopy or electronic facsimile or other electronic means will be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable, and each Party utilizing telecopy, electronic facsimile, or other electronic means for delivery will deliver a manually executed original counterpart to each other Party on request.

(n) Dispute Resolution. In the event of a dispute between the Parties regarding this Agreement, the Partnership or the Project, the Parties shall endeavor to settle claims, disputes, or other matters in question by mediation in accordance with the rules of the American Arbitration Association currently in effect, unless the Parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations shall be referred to mediation. The Parties to the mediation shall share equally in the cost of the mediator. Each Party to the mediation shall bear the costs of its attorneys.

(o) Incorporation of Recitals. The Recitals to this Agreement are deemed a part of this Agreement and are incorporated herein by this reference.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties have executed this Joint Development Agreement (Moorpark VI) effective as of the date first above written.

AREA HOUSING AUTHORITY OF THE COUNTY OF VENTURA, a public body, corporate and politic and a 501(c)(3) tax-exempt organization

By: _____
Michael Nigh, Executive Director

MANY MANSIONS, A CALIFORNIA NONPROFIT CORPORATION

By: _____
Rick Schroeder, President

EXHIBIT A

DIVISION OF RESPONSIBILITIES

	Lead	Secondary
Financing – Residential		
Secure Acquisition & Predevelopment Financing	MM	AHACV
Financial Analysis	MM	AHACV
City and State Financing	MM	AHACV
Tax Credit Financing	MM	AHACV
AHP Loan	MM	AHACV
Construction Loan	MM	AHACV
Permanent Take Out Loan	MM	AHACV
Services Funding	MM	AHACV
Design and Construction		
Architectural and Engineering	AHACV	MM
Community Outreach	AHACV	MM
Entitlements (Zoning & Building Permits)	AHACV	MM
Construction Bids	AHACV	MM
Construction Contract	AHACV	MM
Construction Administration including draws	AHACV	MM
Selection of Construction Manager	AHACV	MM
Property Management		
Community-Focused Marketing	AHACV	MM
Accounting and Audit	AHACV	MM
Maintenance, Janitorial and Ground	AHACV	MM
Marketing and Lease-up	AHACV	MM
Tenant Screening	AHACV	MM
Tax Credit Compliance and Certification	AHACV	MM
Asset Management		
Partnership Management		
Securing and Maintaining Welfare Exemption	AHACV	MM
Regulatory Compliance Issues involving MGP	AHACV	MM
Resident / Supportive Services		
Resident Services	AHACV	MM
Supportive Services	AHACV	MM

Development Accounting		
Accounting and Audit	AHACV	MM
Lenders' Cost Certifications	AHACV	MM
Tax Credit Cost Certifications	AHACV	MM

Additional responsibilities:

Financial Guaranties – AHACV and Many Mansions (“MM”) and will be jointly responsible for providing any guaranties required in connection with the Project:

1. Construction Completion
2. Repayment
3. Cost Overrun
4. Operating Deficit
5. Tax Credit Delivery
6. Tax Credit Compliance
7. Other Lender Required Guaranties



Meeting Date: June 27, 2018
Agenda Item: 7
Subject: Staff Comments
Prepared by: Staff
Requested Action: Information Only



Meeting Date: June 27, 2018
Agenda Item: 8
Subject: Executive Director Comments
Prepared by: Michael Nigh, Executive Director
Requested Action: Information Only

The Executive Director will provide updates as needed.



Meeting Date: June 27, 2018
Agenda Item: 9
Subject: Closed Session
Prepared by: James McDermott, Legal Counsel
Requested Action: Information Only

PENDING LITIGATION

Closed Session

Government Code § 54956.9(d)(2).

Conference with Legal Counsel - Pending Litigation,
Number of cases: One (1) potential tort claim on behalf of
John Carroll