

**HASLO has returned to in-person meetings for the Board of Commissioners.**

**LOCATION: OfficeHours, 1150 Laurel Lane, Suite 180, San Luis Obispo, CA 93401**

**The public may join in person or via the Zoom link.**

Join Zoom Meeting:

<https://zoom.us/j/98057177103?pwd=TXljeW5UMVMYTS8rcS81Y0hiUjNOUT09>

Meeting ID: 980 5717 7103

Passcode: 975423

Dial in by phone: 253-215-8782

**12:00 PM**

**REGULAR MEETING**

**1150 Laurel Lane  
Suite 180**

**CALL TO ORDER:** Chairman Ashlea Boyer

**ROLL CALL:** Commissioners Boyer, Crotser, Jeffries, Odenthal, Shower, Souza, Steinberg

**PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA** (not to exceed 15 minutes total)

The Board welcomes your input. You may address the Board by completing a speaker slip and giving it to the staff clerk prior to the meeting. At this time, you may address the Board on items that are not on the agenda. Time limit is three minutes. State law does not allow the Board to discuss or take action on issues not on the agenda, except that members of the Board or staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights (Gov. Code Sec. 54954.2). Staff may be asked to follow up on such items.

**EXECUTIVE DIRECTOR REPORT**

The Executive Director's report is intended to brief the Commission on items, issues, key dates, etc., that do not require specific action, and are not "agendized" as separate items on the HASLO Commission Agenda.

**CONSENT AGENDA**

A member of the public or a Commissioner may request the Board to pull an item for discussion, clarification, and/or separate action. Pulled items shall be heard at the close of the Consent Agenda unless a majority of the Board chooses another time. The public may comment on any and all items on the Consent Agenda within the three-minute time limit.

All items on the Consent Agenda are adopted by one motion.

**RECOMMENDED ACTION: Approve Consent Agenda Items as Presented**

- C1. **MINUTES OF THE BOARD OF COMMISSIONERS REGULAR MEETING OF OCTOBER 19, 2023, AND THE SPECIAL MEETING OF OCTOBER 26, 2023**  
Approve the Minutes of the Regular Meeting of the Board of Commissioners of October 19, 2023, and the Special Meeting of October 26, 2023.
- C2. **HASLO MONTHLY DISBURSEMENT REGISTER** (available for review at the meeting)
- C3. **HOUSING CHOICE VOUCHER (SECTION 8)**
- C4. **FAMILY SELF-SUFFICIENCY & RESIDENT SERVICES PROGRAM REPORT**
- C5. **CONSTRUCTION & DEVELOPMENT REPORTS**

<b>DISCUSSION ITEMS</b>
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1. **APPROVING AMENDMENTS TO INCOME ELIGIBILITY LIMITS FOR VASH PROGRAM**

**RECOMMENDED ACTION:** Adopt Resolution No. 26 (2023 Series) Approving Amendments to the Housing Authority of San Luis Obispo's Income Eligibility Limits for Veterans Affairs Supportive Housing (VASH) Program

2. **APPROVING SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP) CERTIFICATION**

**RECOMMENDED ACTION:** Adopt Resolution 27 (2023 Series) Approving Section 8 Management Assessment Program (SEMAP) Certification.

3. **GRANTING PG&E EASEMENT TO BRIDGE STREET FAMILY APARTMENTS, ORCUTT ROAD APARTMENTS (AKA MAXINE LEWIS APARTMENTS) AND ROCKVIEW AT SUNSET (AKA MORRO BAY APARTMENTS)**

**RECOMMENDED ACTION:** Adopt Resolution 28 (2023 Series) Granting PG&E an Easement to the Real Property for Bridge Street Family Apartments

**RECOMMENDED ACTION:** Adopt Resolution 29 (2023 Series) Granting PG&E an Easement to the Real Property for Orcutt Road Apartments (aka Maxine Lewis Apartments)

**RECOMMENDED ACTION:** Adopt Resolution 30 (2023 Series) Granting PG&E an Easement to the Real Property for Rockview at Sunset (aka Morro Bay Apartments)

4. **CLEAVER & CLARK COMMONS**

These resolutions were drafted by our tax credit counsel and are required for closing on this project.

**RECOMMENDED ACTIONS:**

**Adopt Resolution No. 31 (2023 Series) Authorizing Resolutions RE: Leasing of Land and Securing the Financing of Cleaver & Clark Commons**

**Adopt Resolution No. 32 (2023 Series) Authorizing Resolutions RE: Leasing of Land and Securing the Financing of Cleaver & Clark Commons**

5. **5 CITIES HOMELESS COALITION WARMING CENTER – INCREASE IN FACILITY PREP COSTS**

**RECOMMENDED ACTION:** Adopt Resolution No. 33 (2023 Series) Authorizing an Increase in the Cost to Modify a Dwelling at 700 N. Oak Park Boulevard in Arroyo Grande to be Used as a Temporary Warming Center by Five Cities Homeless Coalition

The next Regular Meeting will be held on December 21<sup>st</sup>, 2023, at 12:00 p.m., at OfficeHours, 1150 Laurel Lane, Suite 180, San Luis Obispo, CA 93401

**REQUIREMENTS OF THE BROWN ACT HAVE BEEN SATISFIED AS THIS NOTICE WAS POSTED AT 4:30 P.M. ON NOVEMBER 9, 2023, PRIOR TO THE 72-HOUR NOTICING REQUIREMENT.**



HASLO wishes to make all of its public meetings accessible to the public. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Executive Director's Assistant at (805) 594-5321 at least 48 hours before the meeting, if possible.

**\* \* \* DRAFT \* \* \***

## **MINUTES**

### **HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO**

**October 19, 2023**

#### **CALL TO ORDER**

The Regular Meeting of the Housing Authority of the City of San Luis Obispo was called to order on Thursday, October 19, 2023, at 12:00 p.m. at 1150 Laurel Lane, Suite 180, San Luis Obispo, by Chair Ashlea Boyer.

#### **ROLL CALL**

**PRESENT:** Commissioners Boyer, Crotser, Jeffries, Odenthal, Shower, Steinberg

**ABSENT:** Commissioner Souza

**STAFF:** Scott Collins, Ken Litzinger (video), Sandra Bourbon, Michael Burke, Michelle Pedigo, and Vicky Culman

#### **PUBLIC COMMENT:**

None.

#### **EXECUTIVE DIRECTOR'S REPORT:**

Scott Collins, Executive Director, turned to Commissioner Jeffries to provide background on AB 1287.

Commissioner Jeffries explained that AB 1287 will provide a “maximum allowable residential density” that may allow financing for housing developments for people making 80-120% of AMI. TCAC does not provide funding for moderate income projects. Commissioner Jeffries is working with the California Housing and Community Development Department (HCD) on this matter.

Collins shared that the City of SLO is aware that moderate income is the hardest hit housing market. A bond measure will be on the ballot next year.

Toscano and Morro Bay are still waiting on the switch gears to arrive. Even when they arrive, PG&E can take up to 90 days to get the switch gears connected.

Commissioner Odenthal mentioned that his electric bill was extremely high after the RAD conversion possibly due to electricity used during the construction. Staff will look into the issue.

Elaborating on the switch gears, Michael Burke, Director of Construction and Development, explained that switch gears can only be ordered after the project is completed, and then PG&E needs to sign off, which can take 90 days. Collins and Commissioner Jeffries have met with Assemblymember Dawn Addis regarding this issue.

The visioning session with Koble Collaborative will take place next Thursday, October 26. Chairman Boyer asked the Commissioners to review the material provided by Koble prior to the meeting.

Collins and Ken Litzinger, Director of Finance, have been discussing possible scenarios in the event the Government shuts down on November 17. If a new spending bill is not passed, there is a contingency that the Government could reopen on January 1<sup>st</sup>, but at the funding levels of two years ago.

Staff is very appreciative of the 3% COLA and thanks the Board of Commissioners.

Collins gave a presentation to the Morro Bay Chamber of Commerce about HASLO. There were 25 minutes of questions following the presentation.

HASLO is providing vouchers to SLO Homekey which is being developed by People’s Self-Help Housing and the City of San Luis Obispo.

**CONSENT AGENDA:**

- C1. MINUTES OF THE BOARD OF COMMISSIONERS REGULAR MEETING OF SEPTEMBER 21, 2023**
- C2. HASLO MONTHLY DISBURSEMENT REGISTER (available for review at the meeting)**
- C3. HOUSING CHOICE VOUCHER (SECTION 8)**
- C4. VACANCY SUMMARY REPORT**
- C5. CONSTRUCTION AND DEVELOPMENT REPORT**

Regarding the Construction and Development Report, Commissioner Boyer asked for clarification regarding Urbane Café's refusal to allow Blach, the General Contractor of the Anderson Hotel, to temporarily use their roof for scaffolding. Burke explained that Urbane Café just completed installation of a new roof, thus, they do not want scaffolding on it.

**ACTION TAKEN:** A motion to approve all Consent Agenda items was made by Commissioner Steinberg, seconded by Commissioner Jeffries, and approved by all Commissioners present.

**DISCUSSION ITEMS:****1. ADDING SIGNERS AND TRUSTEES FOR RETIREMENT ACCOUNTS**

HASLO still has a few older retirement accounts that require trustees, and the authorized signers for those accounts need to be updated.

**ACTION TAKEN:** A motion to adopt **Resolution No. 23 (2023 Series) Authorizing Signers and Trustees for Retirement account(s)** was made by Commissioner Crotser, seconded by Commissioner Shower, and approved on the following roll call vote:

**AYES:** Commissioners Crotser, Shower, Boyer, Jeffries, Odenthal, Steinberg  
**NOES:** None  
**ABSENT:** Commissioner Souza  
**ABSTAINED:** None

**2. COLLECTION LOSS**

**ACTION TAKEN:** A motion to adopt **Resolution No. 24 (2023 Series) Writing Off Collection Losses for Period Ending September 30, 2023** was made by Commissioner Crotser, seconded by Commissioner Jeffries, and approved on the following roll call vote:

**AYES:** Commissioners Crotser, Jeffries, Boyer, Odenthal, Shower, Steinberg  
**NOES:** None  
**ABSENT:** Commissioner Souza  
**ABSTAINED:** None

**3. 5 CITIES HOMELESS COALITION REQUEST FOR WARMING CENTER**

5 Cities Homeless Coalition (5CHC) requested use of one of the vacant buildings at our property at 700 N. Oak Park in Arroyo Grande as a temporary warming center. This site will be developed into 63 housing units. 5CHC is building a permanent warming center in Grover Beach, but it will not be completed in time for this winter. HASLO is hoping the presence of 5CHC at the site will deter trespassers which have been an ongoing problem. 5CHC wants to use the second floor of a building that had been used as a church. Our attorney is drafting a lease agreement. Burke has advised the Christmas

tree supplier that leases the space during the holiday months of this development. Discussion focused on the surrounding area, break ins, and how to access the second floor if a person has a mobility issue.

**ACTION TAKEN:** A motion to adopt **Resolution No. 25 (2023 Series) Authorizing Five Cities Homeless Coalition Use of a Dwelling on HASLO Property at 700 N. Oak Park Boulevard in Arroyo Grande for a Temporary Warming Center** was made by Commissioner **Boyer**, seconded by Commissioner **Steinberg**, and approved on the following roll call vote:

**AYES:** Commissioners **Boyer, Steinberg, Crotser, Jeffries, Odenthal, Shower**  
**NOES:** **None**  
**ABSENT:** **Commissioner Souza**  
**ABSTAINED:** **None**

**There being no further business, the meeting was adjourned at 12:51 p.m.**

**Respectfully submitted,**

**Scott Collins, Secretary**

**\* \* \* DRAFT \* \* \***

**MINUTES**

**SPECIAL MEETING**

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO**

**October 26, 2023**

**CALL TO ORDER**

A Special Meeting of the Housing Authority of the City of San Luis Obispo was called to order on Thursday, October 26, at 9:02 a.m. by Chair Ashlea Boyer.

**ROLL CALL**

**PRESENT:** Commissioners Boyer, Jeffries, Odenthal, Shower, Souza

**ABSENT:** Commissioners Crotser, Steinberg

**STAFF:** Scott Collins, Ken Litzinger (video), Michelle Pedigo, Michael Burke, Sandra Bourbon, MaryBell Soto, Clover Robinson, Dean Nicolds, Karen Grisso, Kerry Wilson, Vicky Culman

**PUBLIC COMMENT:**

None.

**9:09 A.M. Public now present.**

**9:20 A.M. Public now absent.**

**DISCUSSION ITEM:**

**KOBLE COLLABORATIVE STRATEGIC SESSION**

Koble Collaborative led exercises to encourage strategizing about HASLO's future.

There being no further business, the meeting was adjourned at 2:30 p.m.

Respectfully submitted,

Scott Collins, Secretary

## **Executive Summary**

### **Housing Choice Vouchers (“Section 8”)**

- SEMAP Report
  - The closing for PIC was not successful for October due to an issue with HUD’s system. We will supply the report as soon as it is available.
  
- HOTMA Update
  - The latest notice from HUD, issued on September 29, 2023, acknowledges that meeting the previously stated implementation deadline of January 1, 2024, is unlikely. Software vendors are still working to make the changes needed to work with HUD's new system, and HUD has yet to finalize its new portal. The notice gives us until January 1, 2025, to comply with the new requirements. This means we will need to have our admin plan ready to submit to HUD by July 18, 2024. We will use Nan McKay’s model plan as a starting point to ensure that all new required policies are incorporated into the plan. Nan McKay has not yet completed incorporating all the HOTMA changes, so we are not yet able to start on the new admin plan.
  - Staff are attending, and will continue to attend, training to understand all the new requirements.
  
- NSPIRE Update
  - NSPIRE is HUD's new inspection procedure. Similar to HOTMA, there have been significant delays in being able to implement these procedures. A PIH notice dated September 29, 2023, gave all PHA’s until October 1, 2024, to implement the new procedures. We will implement sooner if we receive notification from our software vendor that they have the software updated for these procedures.
  
- Voucher Funding Update
  - Since our HAP reserves were reinstated we have been able to start leasing up some set-aside vouchers.
  - Given the uncertainty of the upcoming federal budget, we are holding off on any major lease-up of vouchers from the waiting list.
  - Attached graphical analysis of average family income, average rent to owner, and average HAP shows the predicted results through Nov 2023.
  - There are no significant changes in this report compared to last month’s report.
  
- Emergency Housing and Mainstream Vouchers
  - The deadline for issuing new EHV vouchers was September 30, 2023. Vouchers in this program will continue to decline as people leave the program.
  - HUD has directed us to stop issuing Mainstream vouchers as our current HAP needs are higher than our funding. We anticipated this since the funding amount was much lower than the average HAP cost of these vouchers. We’ve submitted to HUD evidence of the true, higher cost of these vouchers and hope to get additional funding and continue leasing.

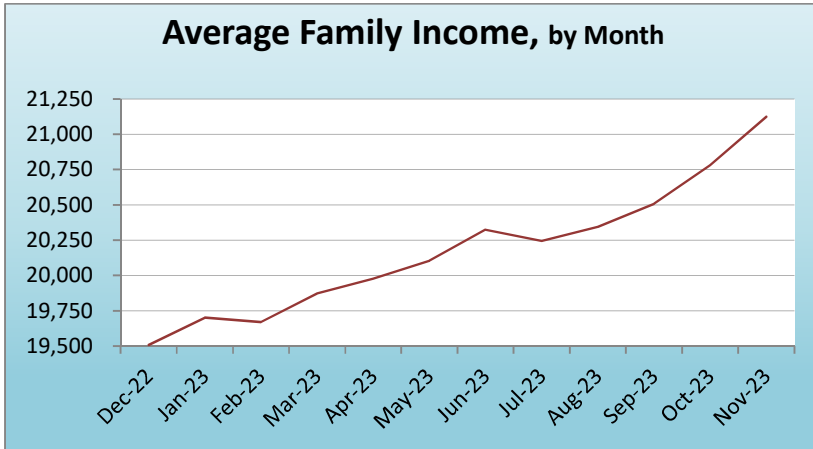


# HASLO

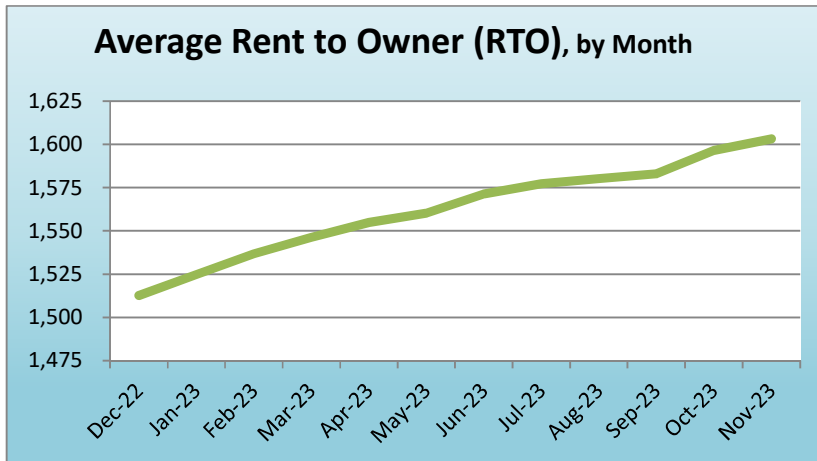
## Voucher Monthly Analysis (VMA)

Rolling 12 months, with projections through Nov 2023

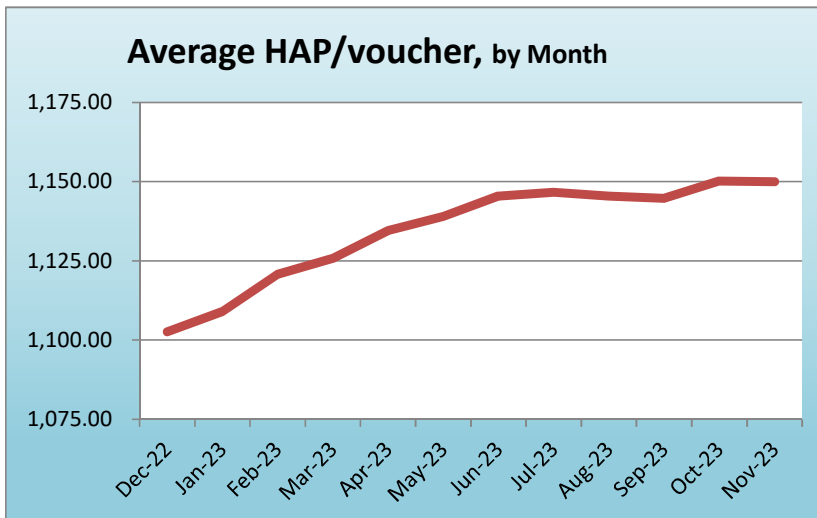
Note: includes Welcome Home Vouchers (EHV)



Average HH Income, 12 month % change: 8.3%



RTO, 12 month % change:  
(including new leases) 6.0%



Average HAP, 12 month % change: 4.3%

#### Notes:

- average HAP/voucher may differ from Finance submissions to HUD, due to timing/reporting differences
- represents averages across the programs/voucher types

**Housing Authority of San Luis Obispo**  
**Housing Choice Voucher Lease up and Funding Analysis**  
**November 2023**

The summary at the top of the page shows the year-to-date leasing activity for our “Regular” Housing Choice Voucher program. The Regular vouchers are comprised of 2,290 general vouchers, 226 Veterans vouchers, and 47 Family Unification/Foster Youth Initiative vouchers for a total of 2,563 available vouchers. In addition, HASLO administers 183 Mainstream and 196 Emergency Housing Vouchers (EHV) that HUD considers as separate stand-alone programs for tracking and funding purposes.

With 1 month remaining in the year, we have averaged a 97%+ lease up of units, and averaged 105% utilization of the funding we received. These numbers place HASLO in the High Performer category. Funding levels as of January 1<sup>st</sup> are very uncertain. The goal is to finish the year with strong leasing numbers while preparing for a potential decrease in funding for 2024. Our projections show us ending the year with approximately \$1.2 million in reserves, which is critical headed into 2024.

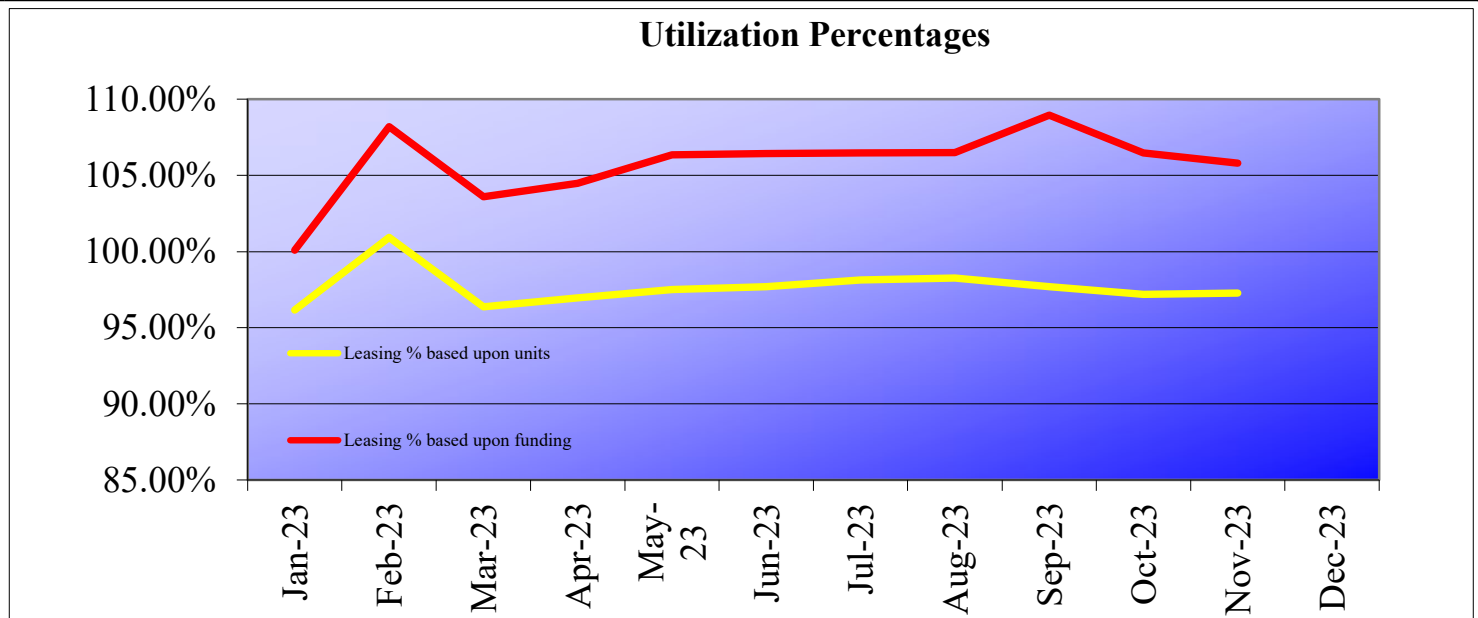
Due to higher than anticipated rents, we are at risk of going into shortfall for the Mainstream program. We recently started to work with HUD to prevent this shortfall of funding.

We have applied for all categories of Set-Aside funding that we are eligible for and are hopeful we will be awarded additional funding. HUD recently announced funding for additional VASH Vouchers. We submitted a Registration of Interest to hopefully obtain some of these Vouchers.

Our EHV program has been fully leased-up. This program expired in September 2023 and will only provide funding for existing vouchers and will not allow any additional participants.

**Housing Authority San Luis Obispo**  
**HCV Leasing Financial Analysis**  
**November 2023**

	Unit Months Available	Unit Months Leased	Leasing % based upon units	ABA /HAP Funding Allocation	HAP Expenses Paid	Funding Surplus / (Shortfall)	Leasing % based upon funding	Per Unit HAP
January 2023	2,495	2,399	96.15%	\$ 2,664,372	\$ 2,666,752	\$ (2,380)	100.09%	\$ 1,112
February 2023	2,563	2,587	100.94%	\$ 2,664,372	\$ 2,882,949	\$ (218,577)	108.20%	\$ 1,114
March 2023	2,563	2,470	96.37%	\$ 2,664,372	\$ 2,760,648	\$ (96,276)	103.61%	\$ 1,118
April 2023	2,563	2,485	96.96%	\$ 2,664,372	\$ 2,783,369	\$ (118,997)	104.47%	\$ 1,120
May 2023	2,563	2,499	97.50%	\$ 2,664,372	\$ 2,833,587	\$ (169,215)	106.35%	\$ 1,134
June 2023	2,563	2,504	97.70%	\$ 2,664,372	\$ 2,835,594	\$ (171,222)	106.43%	\$ 1,132
July 2023	2,563	2,515	98.13%	\$ 2,664,372	\$ 2,836,598	\$ (172,226)	106.46%	\$ 1,128
August 2023	2,563	2,518	98.24%	\$ 2,664,372	\$ 2,837,124	\$ (172,752)	106.48%	\$ 1,127
September 2023	2,563	2,504	97.70%	\$ 2,664,372	\$ 2,903,023	\$ (238,651)	108.96%	\$ 1,159
October 2023	2,563	2,491	97.19%	\$ 2,664,372	\$ 2,836,954	\$ (172,582)	106.48%	\$ 1,139
November 2023	2,563	2,493	97.27%	\$ 2,664,372	\$ 2,818,751	\$ (154,379)	105.79%	\$ 1,131
December 2023								
<b>YTD</b>	<b>28,125</b>	<b>27,465</b>	<b>97.65%</b>	<b>\$ 29,308,091</b>	<b>\$ 30,995,349</b>	<b>\$ (1,687,258)</b>	<b>105.76%</b>	<b>\$ 1,129</b>



NRA + Prog Reserve Balance (Excess HAP) as of 1/1/2023	\$ 2,340,993	YTD Voucher	YTD		
HAP Funding YTD:	\$ 29,308,091	Months Available	Vouchers Leased		
HAP Expenditures YTD:	\$ 30,995,349				
HAP Revenue (Fraud, FSS Forfeits) YTD:	\$ -	Regular Vouchers	25,122	24,902	99.1%
Current Remaining NRA / Prog Reserve:	\$ 653,735	Veterans (VASH)	2,486	2,146	86.3%
Months in Reserves at Current Monthly Expense Levels	4.2	Family Unification	517	417	80.7%
Reserves as a Percentage of Budget Authority	2.0%	Total Vouchers	28,125	27,465	97.7%
Current Monthly Funding (a)	\$ 2,664,372	Mainstream	2,013	1,894	94.1%
Current Average HAP Payment (b)	\$ 1,131	Emergency Housing	2,156	2,080	96.5%
# of Units the Current Monthly Funding Would Support (a)/(b)	2,356				
# of Units Currently Leased	2,493				
Excess Units Leased, Current Month	137				
Current Year-to-Date Funding (a)	\$ 29,308,091				
Current Year-to-Date Average HAP Payment (b)	\$ 1,129				
# of Unit-Mos the Current Monthly Funding Supports (a)/(b)	25,970				
# of Unit-Mos Leased Year-to-Date	27,465				
Excess Unit-Mos Leased, Year-to-Date	1,495				

November 8, 2023

To: HASLO Board of Commissioners  
 From: Sandra Bourbon, Director of Resident Services  
 Re: October 2023

**Family Self Sufficiency Program (FSS):**

Continued outreach, case management and annual assessments. The below chart is as of 10-31-2023 (2022 FSS grant).

<b>Active</b>	63
<b>New contracts added this month</b>	2
<b>Graduates this grant period</b>	10
<b>Terminated for Non-Compliance/Contract Expired/Voluntary Termination this grant period</b>	10
<b>Active participants who have ported out this grant period</b>	0
<b>Increase in Earned Income this month</b>	781,623
<b>Increase in Total Tenant Payment (TTP) this month</b>	19,405
<b>Total Escrow Accounts</b>	50
<b>New Escrow Accounts this grant period</b>	10
<b>Percentage of participants with an Escrow Account this month</b>	79.37%
<b>Total Escrow Account balance</b>	321,559
<b>Total of Escrow Account funds paid out to FSS Graduates for this grant period</b>	103,693
<b>Forfeited Escrow Balance 2022</b>	2,496
<b>Forfeited Escrow Balance 2023</b>	23,316.14
<b>Total Forfeited Escrow Account Balance</b>	25,812.14

\*We have had 28 participants sign up for our pilot Savings Incentive Program. Clients are very excited about this opportunity and some are also including their children to educate and establish a habit for saving.

**SERVICES:**

We have scheduled the first round of interviews for our open Resident Services Assistant position. This position will assist with onsite activities at current and future developments.

Some October highlights include:

- California phone presentations
- Cal Poly Passport to the Arts (Free show tickets for our residents)
- Cal Fresh application assistance in collaboration with HASLO's SHP department and SLO FB
- Tech help at senior properties
- Arts and Crafts at both family and senior properties
- Homework help and tutoring both in person and virtual
- Community building activities to include potlucks, movies, board games, etc...
- 860 on the Wye Community Garden
- Collaboration with Grass Roots to get free Thanksgiving Meal information out to our residents

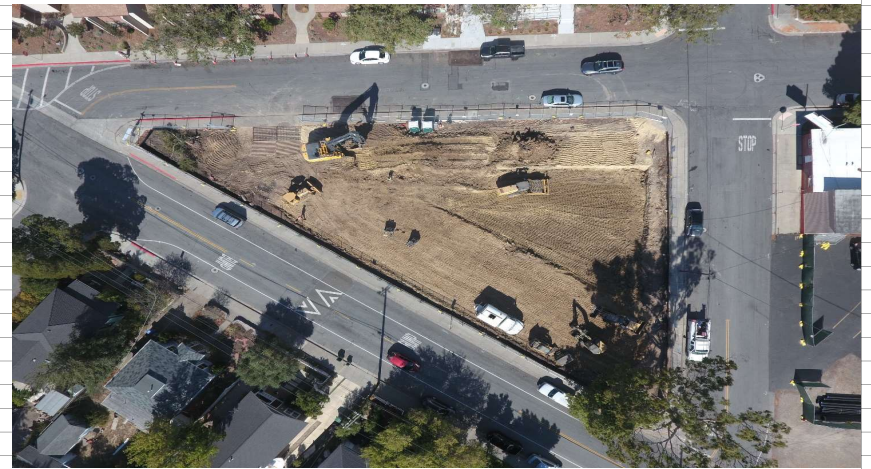
# Development Update



Date of Update		11/8/2023	
DEVELOPMENT			
PROJECT	ACTION	NOTES/GOALS	
Anderson Hotel	Construction	Seismic work ongoing, new water and electrical distribution in process 5th floor and second floor roof work completed City approved window mockup, full window set on order Scaffolding has been erected above the Thai Palace and on the South side of the building Phase 2 of the basement work scheduled to be completed on 11/17	
Cleaver Site, Grover	Strategy	Partnership with PSHHC for 53 units of affordable housing	
	Entitlements	Fully Entitled, City Council approved the project on 12/13/2021	
	Financing	Construction to start in Q1 of 2024	
1422 & 1480 Monterey	Acquisition	Escrow closed on 1/11/2021	
	Strategy	Partnership with Jim Rendler, 100+ units of mixed-use housing. JB Enterprises to management the commercial tenants	
	Entitlements	Project is fully entitled	
	Financing	Submitted multiple financing application to the state. If recommended for funding we could proceed with TCAC apps as early as spring of 2024	
Toscano Site	Construction	Project broke ground on 1/10 Switchgear has been delivered, working to pass inspection to get on PG&E schedule, anticipate turnover to PM in January	
Office	Construction	Onsite grading complete. Footings have commenced	
2655 Shell Beach Road	Construction	Rough in MEPs 90% complete Project is back on schedule Anticipate turnover to PM in May	
405 Atascadero Road	Construction	Punch work is ongoing Switchgear has been delivered, working to pass inspection and get on PG&E's schedule. Anticipated occupancy is still January of 2024	
736 Orcutt Road	Strategy	40+ units of special needs housing, built around the old house	
	Entitlements	Project is approved	
	Financing	NEF and Banner Bank have been selected on the lending and equity side and out to bid for construction, construction to start in Q1 of 2024	
2690 Victoria	Strategy	A redesign has been authorized for the project to serve either senior, special needs, or other SRO populations	
	Entitlements	Under new zoning regs, we will apply for Director Action. This aims to be a streamlined approach	
	Financing	TCAC application planned for 2025	
Arroyo Terrace	Strategy	63 units of large family mixed use housing	
	Entitlements	Fully approved	
	Financing	Needs additional funding, tax credit application planned for 2024	
279 Bridge Street	Strategy	94 units of large family/senior mixed use housing	
	Financing	Phased TCAC applications beginning in 2023	
	Financing	NEF and Banner Bank have been selected on the lending and equity side and out to bid for construction, construction to start in Q1 of 2024	
Empire Apartments	Strategy	Renovate the existing 13 units and add 19 units	
	Entitlements	Entitlement extension approved at Planning Commission	
	Financing	TCAC application planned for 2025	
Macadero Apartments	Strategy	Renovate the existing 19 units and add 6 units	
	Entitlements	Entitlement extension approved at Planning Commission	
	Construction	Moving forward with "face lift," Mr. Lemus has signed up GK Building and Design for paint and roofing improvements	
Mesa Trails Nipomo	Entitlements	CUP application has been deemed complete. ER and public hearing process to commence Community Outreach is ongoing Acquisition strategy has changed, HASLO has taken down full acreage under the terms of the Restated Development Agreement, and PSA assignment	
West Branch AG	Strategy	Partnership with PSHHC on surplus lot Potential for 80+ units of senior housing	



Shell Beach Senior



The Office

**RESOLUTION NO. 26 (2023 SERIES)**

**RESOLUTION APPROVING AMENDMENTS TO THE HOUSING AUTHORITY OF SAN LUIS OBISPO'S INCOME ELIGIBILITY LIMITS FOR VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM**

**WHEREAS**, the Housing Authority of San Luis Obispo (hereinafter "HASLO") has an Administrative Plan applicable to the Housing Choice Voucher Program; and

**WHEREAS**, HASLO has been awarded 226 Veterans Affairs Supportive Housing Vouchers (VASH); and

**WHEREAS**, HUD has clarified that the income limit for the VASH program is the very-low income limit (50% of AMI); and

**WHEREAS**, HUD has also clarified that it is possible for a PHA to allow the admission of low-income (80% of AMI) VASH veterans by creating a policy in accordance with CFR 982.201(b)(iii); and

**WHEREAS**, there are VASH vouchers available; and

**WHEREAS**, HASLO would like to maximize the number of veterans that can be served under the VASH program.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves allowing the admission of qualified VASH veterans with incomes up to 80% of AMI, as an amendment to HASLO's Administrative Plan.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and on the following roll call votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

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**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTEST:**

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**SCOTT COLLINS, SECRETARY**

**RESOLUTION NO. 27 (2023 SERIES)**

**RESOLUTION APPROVING SECTION 8 MANAGEMENT ASSESSMENT PROGRAM  
(SEMAP) CERTIFICATION**

**WHEREAS**, the Code of Federal Regulations at 24 CFR Section 985.101 requires a Housing Agency administering a Section 8 tenant-based assistance program to submit an Annual Certification within 60 days after the end of its fiscal year; and

**WHEREAS**, the United States Department of Housing and Urban Development has implemented that mandate by adopting a Section 8 Management Assessment Program ("SEMAP") certification involving several management components; and

**WHEREAS**, the completed form HUD-52648, which is attached as "Exhibit A", measures the Housing Authority of the City of San Luis Obispo's performance in meeting the above criteria for the Fiscal Year Ending September 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of San Luis Obispo has reviewed and approved the SEMAP Certification and hereby directs the Chairman and the Executive Director to sign and submit said certification as appropriate.

On motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
and on the following roll call votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

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**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTEST:**

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**SCOTT COLLINS, SECRETARY**



**Section 8 Management Assessment  
Program (SEMAP)  
Certification**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0215  
(exp. 02/29/2020)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
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**Check here if the PHA expends less than \$300,000 a year in Federal awards**

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

**Performance Indicators**

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

**PHA Response**      Yes       No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

**PHA Response**      Yes       No

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

**PHA Response**      Yes       No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

**PHA Response**       At least 98% of units sampled       80 to 97% of units sampled       Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

**PHA Response**       At least 90% of files sampled       80 to 89% of files sampled       Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

**PHA Response**      Yes       No

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

**PHA Response**      Yes       No

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

**PHA Response**       At least 98% of cases sampled       Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

**Check here if not applicable**

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

**PHA Response** Yes  No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

**PHA Response** Yes  No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

**PHA Response** Yes  No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

**PHA Response** Yes  No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

**PHA Response** Yes  No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

**PHA Response** Yes  No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

**PHA Response** Yes  No

Enter current FMRs and payment standards (PS)

0-BR FMR \_\_\_\_\_ 1-BR FMR \_\_\_\_\_ 2-BR FMR \_\_\_\_\_ 3-BR FMR \_\_\_\_\_ 4-BR FMR \_\_\_\_\_  
PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_ PS \_\_\_\_\_

**If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.**

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

**PHA Response** Yes  No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

**PHA Response** Yes  No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

**PHA Response** Yes  No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

**PHA Response** Yes  No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

**PHA Response** Yes  No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program .**

**Check here if not applicable**

**PHA Response**

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable

PHA Response Yes  No

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
  - (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or**
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes  No  **If yes, attach completed deconcentration bonus indicator addendum.**

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

# SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs.** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

## Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.  
\_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.  
\_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).  
Is line c 50% or more? Yes  No

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.  
\_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.  
\_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.  
\_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).  
Is line d at least two percentage points higher than line a? Yes  No

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.  
\_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.  
\_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.  
\_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).  
Is line d at least two percentage points higher than line a? Yes  No

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.**

**See instructions above concerning bonus points for State and regional PHAs.**

**RESOLUTION NO. 28 (2023 SERIES)**

**RESOLUTION OF THE HOUSING AUTHORITY OF CITY OF SAN LUIS OBISPO  
GRANTING PG&E AN EASEMENT TO THE REAL PROPERTY FOR BRIDGE  
STREET FAMILY APARTMENTS**

**WHEREAS**, San Luis Obispo Non-Profit Housing Corporation (SLONP) has formed a limited partnership for the purposes of obtaining financing, entering into contracts, and constructing and operating the Bridge Street Family Apartments, a 31-unit apartment community in the City of San Luis Obispo, CA; and

**WHEREAS**, the Housing Authority of San Luis Obispo (HASLO) is the Guarantor of the Bridge Street Family Apartments; and

**WHEREAS**, SLONP has obtained an award of Low-Income Housing Tax Credits and is required to start construction of the Bridge Street Family Apartments by February 5, 2024; and

**WHEREAS**, the construction of the Bridge Street Family Apartments requires granting an easement to Pacific Gas and Electric Company (PG&E) for public utility purposes including, but not limited to electric, gas, and communication facilities, as per the attached Exhibit A, Easement Deed; and

**WHEREAS**, the construction of the Bridge Street Family Apartments, APN 004-811-036, will occur in phases and this easement will be valid for all phases of the project.

**NOW THEREFORE BE IT RESOLVED** that the Housing Authority of the City of San Luis Obispo (HASLO) hereby grants to PG&E an easement to APN 004-811-036 on which the Bridge Street Family Apartments will be constructed as outlined in the attached Easement Deed.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

\_\_\_\_\_  
**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTESTS:**

\_\_\_\_\_  
**SCOTT COLLINS, SECRETARY**

Utility Distribution Easement (02/2020)

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**300 Lakeside Drive, Suite 210**  
**Oakland, CA 94612**  
**Attn: Land Rights Library**

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

**LD# 2230-12-10059**

**EASEMENT DEED**

HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO, a public body, corporate and politic,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

(APN 004-811-036)

ADJUSTED PARCEL 2 in the Agreement Declaration of Lot Line Adjustment recorded as Document Number 1999-013541, San Luis Obispo County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. S-3012221 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: \_\_\_\_\_, \_\_\_\_\_.

HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO,  
a public body, corporate and politic,

\_\_\_\_\_  
By:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the  
\_\_\_\_\_ authorizing the foregoing grant of easement.

By \_\_\_\_\_ Title \_\_\_\_\_



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

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

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
Insert name

personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_



**EXHIBIT "A"**

**GRANT OF EASEMENT DISCLOSURE STATEMENT**

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Utility Distribution Easement (02/2020)

Attach to LD: 2230-12-10059

Area, Region or Location: 4

Land Service Office: San Luis Obispo

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.30.12.35.33,

FERC License Number:

PG&E Drawing Number: S-3012221

Plat No.: AY-138-D20

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel:

% Being Quitclaimed:

Order or PM: 35463482

JCN:

County: San Luis Obispo

Utility Notice Number:

851 Approval Application No: ;Decision:

Prepared By: m22f

Checked By: l3b0

Approved By:

Revised by:

Plat No. AY-138-D20

Bridge Street

Parcel 1

Parcel 2  
Parcel Map SLO 97-011  
53-PM-87

Adjusted Parcel 1

Approximate Location  
cL 10' Utility Easement

Housing Authority of the  
City of San Luis Obispo  
Doc# 2021053053


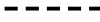


APN: 004-811-036

Adjusted Parcel 2  
Lot Line Adjustment  
Doc# 1999-013541



Unless otherwise shown  
all courses extend to or  
along all boundaries or lines.

Legend

-  Transformer
-  Easement Delineation
-  Grantor's Property Line
-  Property Line

Section 35, SW $\frac{1}{4}$  of SW $\frac{1}{4}$

City, Rancho, Subdivision, Etc.

San Luis Obispo

SCALE

1" = 50'

DATE

09/15/23

SECTION

35

TOWNSHIP

30S

RANGE

12E

MERIDIAN

MDM

COUNTY: San Luis Obispo

F.B.: N/A

DR.BY: M22F

APPLICANT: Nonprofit Housing

CH.BY: L3B0

REFERENCES: 35463482.dgn

PG&E

Los Padres  
DIVISION

35463482  
AUTHORIZ

S-3012221  
DRAWING NO.

**RESOLUTION NO. 29 (2023 SERIES)**

**RESOLUTION OF THE HOUSING AUTHORITY OF CITY OF SAN LUIS OBISPO  
GRANTING PG&E AN EASEMENT TO THE REAL PROPERTY FOR ORCUTT  
ROAD APARTMENTS (AKA MAXINE LEWIS APARTMENTS)**

**WHEREAS**, San Luis Obispo Non-Profit Housing Corporation (SLONP) has formed a limited partnership for the purposes of obtaining financing, entering into contracts, and constructing and operating the Orcutt Road Apartments (aka Maxine Lewis Apartments), a 30-unit apartment community in the City of San Luis Obispo, CA; and

**WHEREAS**, the Housing Authority of San Luis Obispo (HASLO) is the Guarantor of the Orcutt Road Apartments (aka Maxine Lewis Apartments); and

**WHEREAS**, SLONP has obtained an award of Low-Income Housing Tax Credits and is required to start construction of the Orcutt Road Apartments (aka Maxine Lewis Apartments) by January 22, 2024; and

**WHEREAS**, the construction of the Orcutt Road Apartments (aka Maxine Lewis Apartments), APN 053-201-014, requires granting an easement to Pacific Gas and Electric Company (PG&E) for public utility purposes including, but not limited to electric, gas, and communication facilities.

**NOW THEREFORE BE IT RESOLVED** that the Housing Authority of the City of San Luis Obispo (HASLO) hereby grants to PG&E an easement to APN 053-201-014 on which the Orcutt Road Apartments (aka Maxine Lewis Apartments) will be constructed.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

\_\_\_\_\_  
**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTESTS:**

\_\_\_\_\_  
**SCOTT COLLINS, SECRETARY**

**RESOLUTION NO. 30 (2023 SERIES)**

**RESOLUTION OF THE HOUSING AUTHORITY OF CITY OF SAN LUIS OBISPO  
GRANTING PG&E AN EASEMENT TO THE REAL PROPERTY FOR ROCKVIEW  
AT SUNSET (AKA MORRO BAY APARTMENTS)**

**WHEREAS**, San Luis Obispo Non-Profit Housing Corporation (SLONP) has formed a limited partnership for the purposes of obtaining financing, entering into contracts, and constructing and operating the Rockview at Sunset (aka Morro Bay Apartments), a 35-unit apartment community in the City of Morro Bay, CA; and

**WHEREAS**, the Housing Authority of San Luis Obispo (HASLO) is the Guarantor of Rockview at Sunset (aka Morro Bay Apartments); and

**WHEREAS**, SLONP has obtained an award of Low-Income Housing Tax Credits and is nearing completion of the construction of Rockview at Sunset (aka Morro Bay Apartments); and

**WHEREAS**, the completion of Rockview at Sunset (aka Morro Bay Apartments), APN: 068-323-034 and 068-323-035 and 068-323-036, requires granting an easement to Pacific Gas and Electric Company (PG&E) for public utility purposes including, but not limited to electric, gas, and communication facilities as per the attached Exhibit A, Easement Deed.

**NOW THEREFORE BE IT RESOLVED** that the Housing Authority of the City of San Luis Obispo (HASLO) hereby grants to PG&E an easement to APN: 068-323-034 and 068-323-035 and 068-323-036 on which the Rockview at Sunset (aka Morro Bay Apartments) will be completed as outlined in the attached Easement Deed.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

\_\_\_\_\_  
**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTESTS:**

\_\_\_\_\_  
**SCOTT COLLINS, SECRETARY**

Utility Distribution Easement (02/2020)

**RECORDING REQUESTED BY AND RETURN TO:**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**245 Market Street, N10A, Room 1015**  
**P.O. Box 770000**  
**San Francisco, California 94177**

Location: City/Uninc \_\_\_\_\_  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD# 2229-10-

EASEMENT DEED

HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO, a public body, corporate and politic,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Morro Bay, County of San Luis Obispo, State of California, described as follows:

(APN 068-323-050)

The parcel of land described and designated PARCEL 1 and PARCEL 2 in the deed from Rick Gambrill and Teri Gambrill, Trustees of the Rick and Teri Gambril 2003 Revocable Trust dated September 8, 2003 to Grantor dated June 4, 2019 and recorded as Document Number 2019-021591, San Luis Obispo County Records.

The easement area is described as follows:

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. S-2910085 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strips of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to appportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: \_\_\_\_\_, \_\_\_\_\_.

HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO, a public body, corporate and politic

\_\_\_\_\_  
By.

\_\_\_\_\_  
By.

I hereby certify that a resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the \_\_\_\_\_ authorizing the foregoing grant of easement.

By \_\_\_\_\_



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

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

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
Insert name

personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

## Pacific Gas and Electric Company



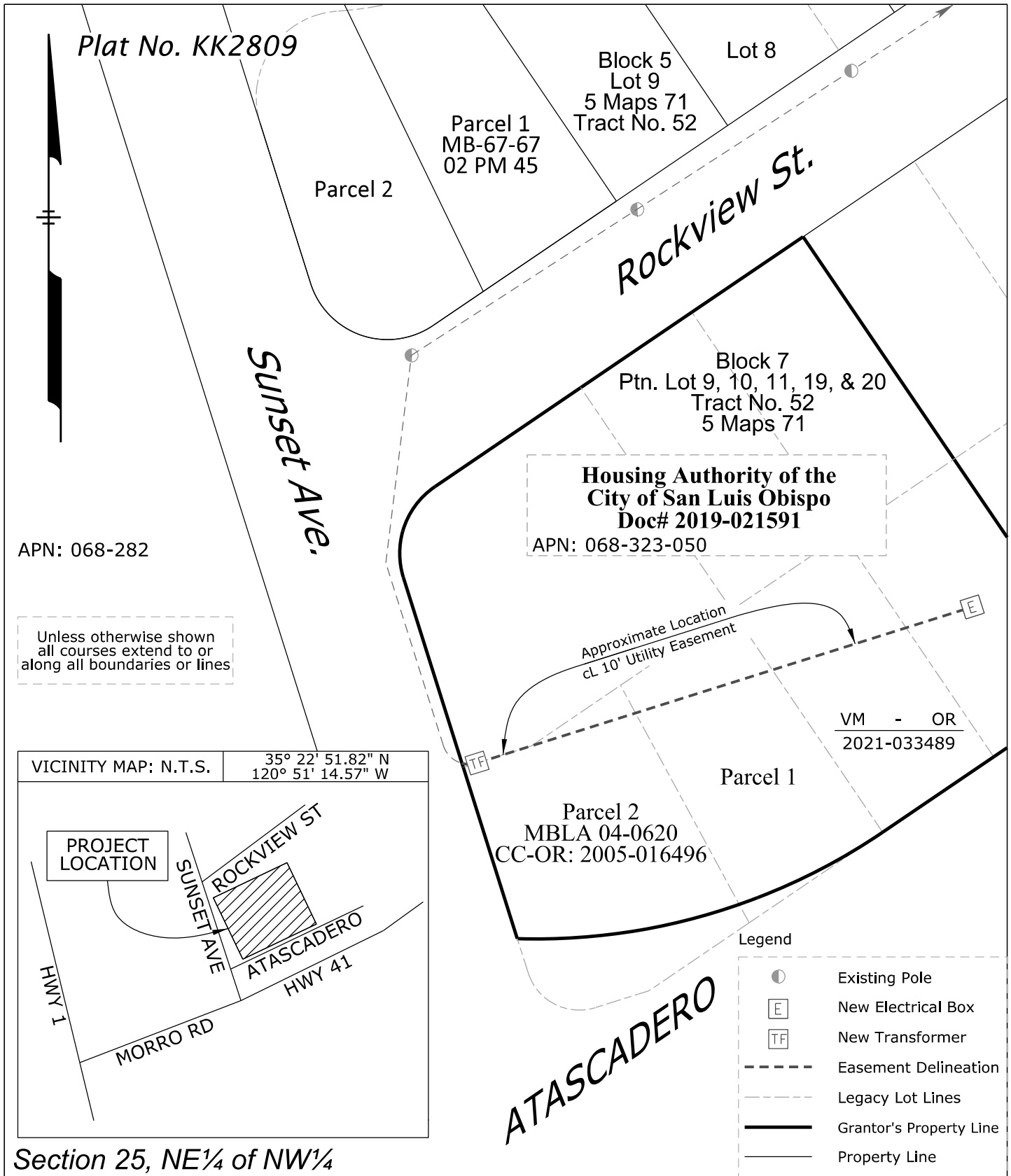
## EXHIBIT "A"

### GRANT OF EASEMENT DISCLOSURE STATEMENT

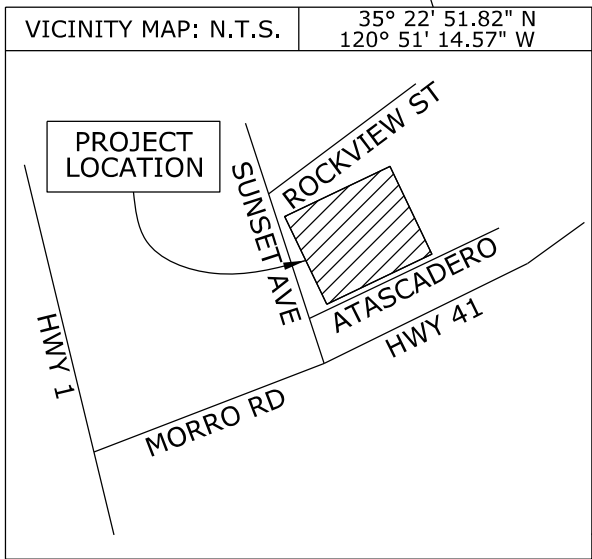
This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.



Unless otherwise shown  
all courses extend to or  
along all boundaries or lines



**Section 25, NE 1/4 of NW 1/4**

City, Rancho, Subdivision, Etc.

Morro Bay

SCALE	DATE
1" = 50'	08/15/2022

SECTION	TOWNSHIP	RANGE	MERIDIAN	COUNTY: San Luis Obispo	APPLICANT: BURKE
25	29S	10E	MDM	F.B.: N/A	DR.BY: A7HO    CH.BY: NASC

REFERENCES: 35282016-Sdwg.dgn	<b>PG&amp;E</b>	Los Padres DIVISION	35282016 AUTHORIZ	S-2910085 DRAWING NO.
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Legend

	Existing Pole
	New Electrical Box
	New Transformer
	Easement Delineation
	Legacy Lot Lines
	Grantor's Property Line
	Property Line

Attach to LD: 2229-10-  
Area, Region or Location: 4  
Land Service Office: San Luis Obispo  
Line of Business: Electric Distribution (43)  
Business Doc Type: Easements  
MTRSQ: 22.29.10.25.41,  
FERC License Number: N/A  
PG&E Drawing Number: S-2910085  
Plat No.: KK2814  
LD of Affected Documents: N/A  
LD of Cross Referenced Documents: N/A  
Type of interest: Electric Underground Easements (4), Utility Easement (86)  
SBE Parcel: N/A  
% Being Quitclaimed: N/A  
Order or PM: 35282016  
JCN: N/A  
County: San Luis Obispo  
Utility Notice Number: N/A  
851 Approval Application No: N/A ;Decision: N/A  
Prepared By: A7HO  
Checked By: NASC  
Approved By: N/A  
Revised by: N/A

**RESOLUTION NO. 31 (2023 SERIES)**

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO  
AUTHORIZING RESOLUTIONS  
RE: LEASING OF LAND AND SECURING THE FINANCING OF  
CLEAVER & CLARK COMMONS**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on November 16, 2023, the following resolutions were adopted:

**WHEREAS**, Cleaver & Clark Commons, L.P., a California limited partnership (the “Partnership”), is an entity formed by the Authority with its affiliate San Luis Obispo Nonprofit Housing Corporation, as its administrative general partner, together with Cleaver & Clark Commons LLC, a California limited liability company, as the managing general partner;

**WHEREAS**, the Partnership was formed to develop affordable housing on the real property located at 1206 W. Grand Avenue and 164 S. 13th Street, City of Grover Beach, County of San Luis Obispo, California (the “Land”) which is owned by the Authority and which the Authority will lease to the Partnership (the “Project”);

**WHEREAS**, the Board of Commissions of the Authority deems it to be in the best interests of the Authority to lease the Land to the Partnership and to enter into any and all documents necessary to lease the Land to the Partnership, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to the Partnership;

**WHEREAS**, in connection with the development of the Project, the Partnership is obtaining a loan from JPMorgan Chase Bank, N.A. in an amount not to exceed \$40,000,000 (the “JPMC Loan”), which will convert to a permanent loan in an amount not to exceed \$15,000,000 (the “Permanent Loan”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the JPMC Loan and the Permanent Loan to be recorded on the Land, included but not limited to deeds of trust;

**WHEREAS**, in connection with the development of the Project, the Partnership is obtaining a loan from San Luis Obispo County Housing Trust Fund in an amount not to exceed \$2,000,000 (the “Housing Trust Fund Loan”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the Housing Trust Fund Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

**WHEREAS**, the Board of Commissions of the Authority deems it to be in the best interests of the Authority to make a loan in an aggregate amount not to exceed \$2,500,000 in public funds to the Partnership (the “HASLO Loan”);

**WHEREAS**, the Board of Commissions of the Authority deems it to be in the best interests of the Authority to make the HASLO Loan to the Partnership, and to enter into any and all documents required in connection with said loan, including loan agreements and any other documents necessary to consummate the HASLO Loan;

**WHEREAS**, in connection with the development of the Project, the Partnership is obtaining a loan in Permanent Local Housing Allocation funds from the City of Grover Beach, a California municipal corporation (the “City”) in an amount not to exceed \$6,000,000 (the “City Loan”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the City Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

**WHEREAS**, in connection with the development of the Project, the Partnership is obtaining a loan in Joe Serna program funds from the California Department of Housing and Community Development (“HCD”) in an amount not to exceed \$4,000,000 (the “HCD Serna Loan”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the HCD Serna Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

**WHEREAS**, in connection with the development of the Project, the Partnership is obtaining a loan in Multifamily Housing Program funds from HCD in an amount not to exceed \$12,000,000 (the “HCD MHP Loan”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow any documents related to the HCD MHP Loan to be recorded on the Land, included but not limited to deeds of trust and regulatory agreements;

**WHEREAS**, in connection with the development of the Project, the Partnership is entering into a Density Bonus Agreement and a Deferred Development Impact Fee Agreement with the City;

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist the Partnership with the conduct of the Partnership’s transactions and to allow a Density Bonus Agreement and a Deferred Development Impact Fee Agreement to be recorded on the Land;

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to provide HUD Section 8 Vouchers to the Partnership and to enter into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, Housing Assistance Payment Contracts and any other agreements necessary to provide the HUD Section 8 Vouchers;

**NOW, THEREFORE, BE IT RESOLVED:** That the Authority shall lease the Land to the Partnership and shall enter into any and all documents necessary to lease the Land to the Partnership, including but not limited to a ground lease, a memorandum of ground lease and any other documents necessary to lease the Land to the Partnership;

**FURTHER RESOLVED:** That the Authority shall assist the Partnership in obtaining the JPMC Loan, the Permanent Loan, the Housing Trust Fund Loan, the City Loan, the HCD Serna Loan and the HCD MHP Loan and shall allow any documents related to said loans to be recorded on the Land, including but not limited to deeds of trust and regulatory agreements;

**FURTHER RESOLVED:** That the Authority shall make the HASLO Loan to the Partnership and shall allow any documents related to said loan to be recorded on the Land;

**FURTHER RESOLVED:** That the Authority shall allow a Density Bonus Agreement and a Deferred Development Impact Fee Agreement to record on the Land;

**FURTHER RESOLVED:** That the Authority shall provide HUD Section 8 Vouchers to the Partnership and to shall into any and all documents, instruments and agreements, including but not limited to Agreements to Enter into a Housing Assistance Payment Contract, Housing Assistance Payment Contracts;

**FURTHER RESOLVED:** That all actions taken in connection with the Project by any officer of the Authority prior to the date of this Resolution is hereby approved and ratified;

**FURTHER RESOLVED:** That Scott Collins, Executive Director, or Ken Litzinger, Director of Finance, acting alone, shall be authorized and directed to execute any and all documents described and/or contemplated in this Resolution or otherwise necessary to effectuate the Project and shall take any and all further actions necessary to consummate the activities described in this Resolution, including but not limited to, allowing other documents to be recorded on the Land;

**FURTHER RESOLVED:** That Scott Collins, Executive Director, or Ken Litzinger, Director of Finance, is authorized to execute and certify any form of resolution required by any lender, regulator or other third party involved in the transaction, so long as the Chairman and counsel to the Authority determine that the substance of such resolutions does not materially conflict with the substance of this Resolution.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,  
and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

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**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTESTS:**

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**SCOTT COLLINS, SECRETARY**



CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on November 16, 2023 (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

\_\_\_\_\_  
Ashlea Boyer, Chairman

Attest:

\_\_\_\_\_  
Scott Collins, Secretary

Dated: November 16, 2023

**RESOLUTION NO. 32 (2023 SERIES)**

**HOUSING AUTHORITY OF THE CITY OF SAN LUIS OBISPO  
AUTHORIZING RESOLUTIONS  
RE: SYNDICATION OF CLEAVER & CLARK COMMONS, L.P.**

At a duly constituted meeting of the Board of Commissioners of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”) held on November 16, 2023, the following resolutions were adopted:

**WHEREAS**, San Luis Obispo Nonprofit Housing Corporation, a California nonprofit public benefit corporation (“SLONPH”), an organization affiliated with the Corporation, is entering into an amended and restated agreement of limited partnership (the “Partnership Agreement”) for Cleaver & Clark Commons, L.P., a California limited partnership (the “Partnership”), as the administrative general partner, together with Cleaver & Clark Commons LLC, a California limited liability company as the managing general partner, RSEP Holding, LLC, or its designee, as a limited partner (the “Investor Limited Partner”) and Red Stone Equity Manager, LLC, or its designee, as the special limited partner (the “Special Limited Partner”, and together with the Investor Limited Partner, the “Limited Partner”);

**WHEREAS**, the Board of Commissioners of the Authority deems it to be in the best interests of the Authority to assist SLONPH and the Partnership in the syndication of the limited partnership interests with the Limited Partner and to enter into any and all agreements required by the Partnership or the Limited Partner, including but not limited to a guaranty agreement and any other agreements and to take any and all further actions necessary in connection with the syndication of the limited partnership interests with the Limited Partner;

**NOW, THEREFORE, BE IT RESOLVED:** That the Authority shall assist SLONPH and the Partnership in the syndication of the limited partnership interests with the Limited Partner and shall enter into any and all agreements required by the Partnership or the Limited Partner, including but not limited to a guaranty agreement and any other agreements and shall take any and all further actions necessary in connection with the syndication of the limited partnership interests with the Limited Partner;

**FURTHER RESOLVED:** That all actions taken in connection with the Partnership by any officer of the Authority prior to the date of this Resolution is hereby approved and ratified;

**FURTHER RESOLVED:** That Scott Collins, Executive Director, or Ken Litzinger, Director of Finance, acting alone, shall be authorized and directed to enter into any and all agreements necessary to assist in the Partnership and shall enter into any and all agreements necessary, including but not limited to a guaranty agreement and shall take any and all further actions necessary provided such actions are consistent with the Board action;

**FURTHER RESOLVED:** That Scott Collins, Executive Director, or Ken Litzinger, Director of Finance, is authorized to execute and certify any form of resolution required by any lender, regulator or other third party involved in the transaction, so long as the Chairman and counsel to the Authority determine that the substance of such resolutions does not materially conflict with the substance of this Resolution.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16th day of November, 2023.

---

**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTESTS:**

---

**SCOTT COLLINS, SECRETARY**

CHAIRMAN’S CERTIFICATE

I HEREBY CERTIFY that I am the duly elected and acting Chairman of the Housing Authority of the City of San Luis Obispo, a public body, corporate and politic (the “Authority”); that the attached is a true and correct copy of resolutions duly and unanimously adopted at a meeting of the Board of Commissioners of the Authority on November 16, 2023 (collectively, the “Resolution”), all of the Commissioners being present necessary to constitute a quorum for the transaction of business; further, that such meeting was called in compliance with all applicable laws and the requirements of the charter of the Authority; that the Resolution does not conflict with the charter of the Authority, nor has the Resolution been in any way altered, amended, or repealed, and that it is in full force and effect, unrevoked and unrescinded, as of this day, and has been entered upon the regular minute book of the Authority, as of the aforementioned date, and that the Board of Commissioners of the Authority has, and at the time of adoption of the Resolution, had, full power and lawful authority to adopt the Resolution and to confer the powers thereby granted to the Authorized Officer(s) therein named who has (have) full power and lawful authority to exercise the same.

\_\_\_\_\_  
Ashlea Boyer, Chairman

Attest:

\_\_\_\_\_  
Scott Collins, Secretary

Dated: November 16, 2023

**RESOLUTION NO. 33 (2023 SERIES)**

**RESOLUTION AUTHORIZING AN INCREASE IN THE COST TO MODIFY A DWELLING AT 700 N. OAK PARK BOULEVARD IN ARROYO GRANDE TO BE USED AS A TEMPORARY WARMING CENTER BY FIVE CITIES HOMELESS COALITION**

**WHEREAS**, the Housing Authority of the City of San Luis Obispo (HASLO) authorized Five Cities Homeless Coalition (5CHC) to utilize one of the dwellings at 700 N. Oak Park as a temporary warming center until the opening of their permanent warming center in Grover Beach at its October 19 Board of Commissioners meeting; and

**WHEREAS**, HASLO executed an agreement with 5CHC to use one of the dwellings for a temporary warming center; and

**WHEREAS**, the dwelling identified for 5CHC's use requires significant remediation due to biohazards; and

**WHEREAS**, the Board of Commissioners previously approved not to exceed costs of \$10,000 for modifications and labor to prepare the facility for 5CHC's use, to include remediation work; and

**WHEREAS**, a professional bioremediation company estimated approximately \$25,000 for cleanup of the hazardous substances, significantly higher than HASLO staff anticipated the work would cost originally; and

**WHEREAS**, HASLO staff are seeking another bid for the work, in hopes that the costs will be lower than the original bid. However, in case the next bid is priced similarly as the original bid, staff are seeking additional spending authority from the Board of Commission for this work; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the City of San Luis Obispo that HASLO is authorized to contract with a professional bioremediation company for cleanup of biohazards at the site; and

**BE IT FURTHER RESOLVED** that total costs for remediation and modification of the structure is now not to exceed \$30,000.

On motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and on the following roll call votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

The foregoing Resolution was duly adopted and passed this 16<sup>th</sup> day of November, 2023.

---

**ASHLEA BOYER, CHAIRMAN**

**SEAL:**

**ATTEST:**

---

**SCOTT COLLINS, SECRETARY**