SUBMITTAL TO THE BOARD OF COMMISSIONERS
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 13.1
(ID # 27903)
MEETING DATE:
Tuesday, August 26, 2025

FROM : HOUSING AUTHORITY

SUBJECT: HOUSING AUTHORITY: Approve the Form of Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments (AHAP) Contract for New Construction; Approve the Form of the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract – New Construction Part I and II, and; Approve the Form of Consent to Assignment of AHAP and HAP Contract as Security for Financing (PBV), between JFM Villas Family Apartments L.P. and the Housing Authority of the County of Riverside, for the JFM Villas Family Apartments Project, Located in the City of Indio; District 4. [$0]

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve the form of the Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payments Contract for New Construction, by and between JFM Villas Family Apartments L.P., a California limited partnership, and the Housing Authority of the County of Riverside (AHAP Contract) for the JFM Villas Family Apartments project located in the City of Indio;

2. Approve the form of Section 8 Project-Based Voucher Program Housing Assistance Payments Contract – New Construction Part I and II (HAP Contract);

Continued on Page 2
ACTION:Policy

Heidi Marshall, Director of Housing, Homelessness Prevention 5/20/2025

MINUTES OF THE BOARD OF COMMISSIONERS

On motion of Commissioner Gutierrez, seconded by Commissioner Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	August 26, 2025
xc:	Housing Authority

Kimberly A. Rector
Clerk of the Board
By:_____
Deputy

SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECOMMENDED MOTION: That the Board of Commissioners:

3. Approve the form of the Consent to Assignment of AHAP and HAP Contract as Security for Financing (PBV) (Consent to Assignment); and

4. Authorize the Executive Director of the Housing Authority of the County of Riverside, or designee, to execute the AHAP Contract, the HAP Contract, and the Consent to Assignment, each substantially conforming in form and substance to the attached, subject to approval as to form by County Counsel; and to take all necessary steps to implement the AHAP Contract, HAP Contract, and the Consent to Assignment including, but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 0	$ 0	$ 0	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: N/A			**Budget Adjustment:**	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Housing Authority of the County of Riverside (HACR) awarded The Coachella Valley Housing Coalition (Developer) 25 Project-Based Vouchers (PBVs) for the proposed JFM Villas Family Apartments project located in the City of Indio (Project). The PBVs were awarded pursuant to a competitive Request for Proposal released by HACR pursuant to Section 21.3 of the HACR's Administrative Plan for the HCVP and in compliance with 24 CFR 983.51 on May 5, 2022. The Developer has formed a limited partnership known as JFM Villas Family Apartments, LP, a California limited partnership (Partnership), for the purpose of developing and financing new construction of JFM Villas Family Apartments consisting of 100 affordable units on 5.52 acres of vacant land located at 47-155 Van Buren, CA 92201, in the City of Indio, Riverside County, California, identified as Assessor Parcel Numbers 612-170-013 (Property) be owned and operated by the Partnership (Proposed Project).

The Proposed Project will consist of a total of consist of 100 units: 31 one-bedroom units, 34, two-bedroom units, 26 three-bedroom units, 8 four-bedroom units and 1 three-bedroom manager's unit. The PBVs will serve as a rental subsidy for the property, which will have an HCVP PBV waitlist managed by HACR for qualifying families at or below 50% of the area median income for the County of Riverside. The Housing Authority will enter into an Agreement to Enter-Into-Housing Assistance Payments (AHAP) with Partnership subject to approval by the Housing Authority's Board of Commissioners. The PBVs have an estimated value of $15,377,520 over the 20-year term of the agreement and may be extended for an additional 20 years.

An Environmental Assessment was completed and adopted by the Riverside County Board of Supervisors (Board) on May 20, 2025 (Minute Order 3.30), and it was determined that there was a Finding of No Significant Impact (FONSI) on the environment. The Proposed Project and the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract meets the conditions of categorical exclusion under Title 24 Code of Federal Regulations (CFR) Section 58.35 (a) in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA).

An Environmental Assessment was completed and adopted by the Riverside County Board of Supervisors (Board) on May 20, 2025 (Minute Order 3.30), and it was determined that there was a Finding of No Significant Impact (FONSI) on the environment. The Proposed Project and the Section 8 Project-Based Voucher Program Housing Assistance Payments Contract meets the conditions of categorical exclusion under Title 24 Code of Federal Regulations (CFR) Section 58.35 (a) in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA).

Impact on Residents and Businesses

The rental assistance that the PBVs are providing for the Project will have a positive impact on the residents providing replacement housing for the former Fred Young Labor Camp in addition to providing affordable housing to the community of Indio.

Additional Fiscal Information

No impact upon the County's General Fund. The HACR's contribution to the Project includes the Section 8 Project-Based Vouchers which are fully funded by the United States Department of Housing and Urban Development.

Attachments:

- Form-AHAP Contract
- Form-HAP Contract
- Form-Consent to Assignment to the AHAP and HAP Contract

Stacey Pena
Stacey Pena, EO Management Analyst 8/12/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 7/30/2025

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART I

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. The information is required to establish terms between the PHA and the owner prior to execution of a HAP contract for PBV assistance as provided in §983.152. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.152. The information is being collected to establish the agreement between the PHA and owner prior to execution of a HAP contract for PBV assistance as provided in §983.153. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is between:

Housing Authority of the County of Riverside ("PHA") and

JFM Villas Family Apartments, L.P. ("owner").

1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP Contract") units to in accordance with Exhibit B and to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP Contract with the owner of the Contract units.

1.3 Contents of Agreement

This Agreement consists of Part I, Part II, and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

EXHIBIT B: Description of work to be performed under this Agreement, including:

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205, the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23, and accessibility requirements under Titles II and III of the Americans with Disabilities Act at 28 CFR parts 35 and 36, as applicable.

EXHIBIT C: Description of housing, including:

- project site.
- total number of units in project covered by this Agreement.
- locations of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

EXHIBIT D: The HAP contract.

1.4 Significant Dates

A. Effective Date of the Agreement: The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until a subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.

B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will separate effective dates for each stage.

☑ **Single-stage project**

i. Effective Date for all contract units:_____

ii. Date of Commencement of the Work: The date for commencement of work is not later than 10/20/2025 calendar days after the effective date of this Agreement.

iii. Time for Completion of Work: The date for completion of the work is not later than 984 calendar days after the effective date of this Agreement.

☐ **Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

1.5 Nature of the Work

☑ This Agreement is for **New Construction** of units to be assisted by the project-based Voucher program.

☐ This Agreement is for **Rehabilitation** of units to be assisted by the project-based Voucher program.

1.6 Schedule of Completion

A. Timely Performance of Work: The owner agrees to begin work no later than the date for commencement of work as stated in Section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.

B. Time for Completion: All work must be completed no later than the end of the period stated in Section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in Section 1.4.

C. Delays: If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

1.7 Changes in Work

A. The owner must obtain prior PHA approval for any change from the work specific in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner at the amounts determined by PHA.

B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner at the amounts determined by PHA in accordance with HUD requirements.

C. The PHA (or HUD in the case of insured or coinsured mortgages) may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

1.8 Work completion

A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.

B. Evidence of Completion: When the work in completed, the owner must provide the PHA with the following:

1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.

2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)

3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, this Agreement may specify additional documentation that must be submitted by owner as evidence of completion of the housing. Check the following that apply:

☑ A certificate of occupancy or other evidence that the contract units comply with local requirements.

☑ An architect's or developer's certification that the housing complies with:

☑ the HQS;

☑ State, local, or other building codes;

☑ Zoning;

☐ The rehabilitation work write-up for rehabilitated housing;

☑ The work description for newly constructed housing; or

☑ Any additional design or quality requirements pursuant to this Agreement.

1.9 Inspection and Acceptance by the PHA of Completed Contract Units

A. Completion of Contract Units: Upon receipt of owner notice of completion of Contract units, the PHA shall take the following steps:

1. Review all evidence of completion submitted by owner.

2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.

B. Non-Acceptance: If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract.

C. Acceptance: If the PHA determines housing has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

1.10 Acceptance where defects or deficiencies are reported:

A. If other defects or deficiencies exist, the PHA shall determine whether and to what extent the defects or deficiencies are correctable, whether the units will be accepted after correction of defects or deficiencies, and the requirements and procedures for such correction and acceptance.

B. Completion in Stages: Where completion in stages is provided for, the procedures of this paragraph shall apply to each stage.

1.11. Execution of HAP Contract

A. Time and Execution: Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

B. Completion in Stages: Where completion in stages is provided for the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in Exhibit C of the contract for each stage. Upon acceptance of the first stage, the owner shall execute the contract and the signature block provided in the contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the contract for such stage.

C. Form of Contract: The terms of the contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the contract shall be completed by the PHA.

D. Survival of owner Obligations: Even after execution of the contract, the owner shall continue to be bound by all owner obligations under the Agreement.

1.12 Initial determination of rents

A. The estimated amount of initial rent to owner shall be established in Exhibit C of this Agreement.

B. The initial amount of rent to owner is established at the beginning of the HAP contract term.

C. The estimated and initial contract rent for each units may in no event exceed the amount authorized in accordance with HUD regulations and requirements. Where the estimated initial rent to owner exceeds the amount authorized in accordance with HUD regulations, the PHA shall establish a lower initial rent tow owner, in accordance with HUD regulations and requirements.

1.13 Uniform Relocation Act

A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

(URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.

B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be paid in accordance with HUD requirements.

C. The acquisition of real property for a project to be assisted under the program is subject to the URA and 49 CFR part 24, subpart B.

D. The PHA must require the owner to comply with the URA and 49 CFR part 24.

E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

1.14 Protection of In-Place Families

A. In order to minimize displacement of in-place families, if a unit to be placed under Contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if they are not already on the list) and, once their continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.

B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

C. The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.

D. Assistance to in-place families may only be provided in accordance with the program regulations and other HUD requirements.

1.15 Termination of Agreement and Contract

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

1.16 Rights of HUD if PHA Defaults Under Agreement

If HUD determines that the PHA has failed to comply with this Agreement or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in default, pay Annual Contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

1.17 Owner Default and PHA Remedies

A. Owner Default

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.

4. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or mortgage insured by HUD and:

   a. The owner has failed to comply with the regulations for the applicable HUD loan or mortgage insurance program, with the mortgage or mortgage note, or with the regulatory agreement; or

   b. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

B. PHA Remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the Agreement include but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

C. PHA Remedy is not Waived

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

1.18 PHA and Owner Relation to Third Parties

A. Selection and Performance of Contractor

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.

2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contract by the Comptroller General or any federal Department or agency. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

B. Injury Resulting from Work under the Agreement: The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

C. Legal Relationship: The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.

D. Exclusion of Third Party Claims: Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the Contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the Contract.

E. Exclusion of owner Claims against HUD: Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

1.19 PHA-Owned Units

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

1.20 Conflict of Interest

A. Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.

2. HUD may waive this provision for good cause.

B. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.

1.21 Interest of Member or Delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement of HAP contract.

1.22 Transfer of the Agreement, HAP Contract, or Property

A. PHA Consent to Transfer

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract, or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

B. Procedure for PHA Acceptance of Transferee

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract, or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

C. When Transfer is Prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party, is debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

1.23 Exclusion from Federal Programs

A. Federal Requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

B. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424.

1.24 Lobbying Certifications

A. The owner certifies, to the best of the owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

1.25 Subsidy Layering

A. Owner Disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

B. Limit of Payments

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

1.26 Prohibition of Discrimination

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age, or familial status.

B. The owner must comply with the following requirements:

1. The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*;

2. Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1959–1963 Comp., p. 652, and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107;

3. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d–4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1;

4. The Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146;

5. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

6. Title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35

7. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60;

8. Executive Order 11625, as amended by Executive Order 12007 (3 C FR, 1971–1975 Comp.., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprise Development); and

9. Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393, and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

10. HUD's Equal Access Rule at 24 CFR 5.105.

The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

1.27 Owner Duty to Provide Information and Access to HUD and PHA

A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers, and records of the owner to the extent necessary to determine compliance with this Agreement.

1.28 Notices and Owner Certifications

A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.

B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

1.29 HUD Requirements

A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and will all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements.

B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, *Federal Register* notices, or other binding program directives.

1.30 Applicability of Part II Provisions — Check All that Apply

☑ Equal Employment Opportunity
Section 2.1 applies only to construction contracts of more than $10,000.

☑ Labor Standards Requirements

Sections 2.3, 2,7, and 2.9 apply only when this Agreement covers nine or more units.

☐ Flood Insurance

Section 2.10 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. DHILLON 7/23/2023 DATE

EXECUTION OF THE AGREEMENT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)** Housing Authority of the County of Riverside
By:
Signature of authorized representative
Heidi Marshall, Executive Director
Name and official title (Print)
Date
OWNER **Name of Owner (Print)** JFM Villas Family Apartments, L.P. A California limited partnership
By:
Signature of authorized representative
Name and official title (Print)
Date

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

AGREEMENT TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART II

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 0.25 hours, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2.1 Equal Employment Opportunity

A. The owner shall incorporate or cause to be incorporated into any contract in excess of $10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is to be performed pursuant to this Agreement, the following nondiscrimination clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor of will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order

as the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. The owner agrees to be bound by the above nondiscrimination clause with respect to his or her own employment practices when participating in federally assisted construction work.

C. The owner agrees to assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the nondiscrimination clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist HUD in the discharge of HUD's primary responsibility for securing compliance.

D. The owner further agrees to refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the nondiscrimination clause as may be imposed upon contractors and subcontractors by HUD or the Secretary of Labor pursuant to the Executive Order. In addition, if the owner fails or refuses to comply with these undertakings, HUD may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this Agreement; refrain from extending any further assistance to the owner under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the owner, and refer the case to the Department of Justice for appropriate legal proceedings.

2.2 Reserved

2.3 HUD—Federal Labor Standards Provisions

The owner is responsible for inserting the entire text of section 2.3 of this Agreement in all construction contracts and, if the owner performs any rehabilitation work on the project, the owner must comply with all provisions of section 2.3. (Note: Sections 2.3(b) and (c) apply only when the amount of the prime contract exceeds $100,000.)

(a)(1) Minimum Wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determinations or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractors under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due.

(3)(i) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the

Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD the PHA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included in weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at: http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his

or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and

individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employee and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) <u>Trainees</u>. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR part 3 which are incorporated by reference in this Agreement.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in section 2.3(a)(1) through (11) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section 2.3(a).

(7) Contract Terminations; Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the PHA, HUD, the U. S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility. (i) By entering into this Agreement, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor

standards provisions of this Agreement are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Agreement to his employer.

(b) Contract Work Hours and Safety Standards Act. The provisions of this paragraph (b) are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for Unpaid Wages and Liquidated Damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontractors. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

(c) Health and Safety. The provisions of this paragraph (c) are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as established under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issue by the Secretary of Labor pursuant to Title 29 part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

2.4 Reserved

2.5 Reserved

2.6 Reserved

2.7 Wage and Claims Adjustments

The owner shall be responsible for the correction of all violations under section 2.3, including violations committed by other contractors. In cases where there is evidence of underpayment of salaries or wages to any laborers or mechanics (including apprentices and trainees) by the owner or other contractor or a failure by the owner or other contractor to submit payrolls and related reports, the owner shall be required to place an amount in escrow, as determined by HUD sufficient to pay persons employed on the work covered by the Agreement the difference between the salaries or wages actually paid such employees for the total number of hours worked and the full amount of wages required under this Agreement, as well as an amount determined by HUD to be sufficient to satisfy any liability of the owner or other contractor for liquidated damages pursuant to section 2.3. The amounts withheld may be disbursed by HUD for and on account of the owner or other contractor to the respective employees to whom they are due, and to the Federal Government in satisfaction of liquidated damages under section 2.3.

2.8 Reserved

2.9 Evidence of Unit(s) Completion; Escrow

A. The owner shall evidence the completion of the unit(s) by furnishing the PHA, in addition to the requirements listed in Part I of this Agreement, a certification of compliance with the provisions of sections 2.3 and 2.7 of this Agreement, and that to the best of the owner's knowledge and belief there are no claims of underpayment to laborers or mechanics in alleged violation of these provisions of the Agreement. In the event there are any such pending claims to the knowledge of the owner, the PHA, or HUD, the owner will place a sufficient amount in escrow, as directed by the PHA or HUD, to assure such payments.

B. The escrows required under this section and section 2.7 of shall be paid to HUD, as escrowee, or to an escrowee designated by HUD, and the conditions and manner of releasing such escrows shall be designated and approved by HUD.

2.10 Flood Insurance

If the project is located in an area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards and if

the sale of flood insurance has been made available under the National Flood Insurance Program, the owner agrees that: (1) the project will be covered, during the life of the property, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less; and (2) that it will advise any prospective purchaser or transferee of the property in writing of the continuing statutory requirement to maintain such flood insurance during the life of the property.

Exhibit A

Approved PBV Proposal

HOUSING AUTHORITY
of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951)354-6324
TDD (951) 351-9844

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website:harivco.org

February 18, 2025

Mary Ann Ybarra
Coachella Valley Housing Coalition
45-701 Monroe Street, Suite G
Indio, CA 92201

RE: JFM Villas Family Apartments, Indio, CA

Dear Mary Ann Ybarra:

The Housing Authority of the County of Riverside (HACR) is pleased to inform you that the above referenced project proposal was selected to receive Project Based Vouchers (PBVs) pursuant to the Request for Proposal released by the HACR on March 22, 2022. The HACR is reserving funding for twenty-five (25) PBVs for a twenty (20) year contract term.

Term and Amount of Subsidy:

Bedroom Size	Units	Subsidy/Units (Gross Rent- UA=Contract Rent)	Monthly	Months/Year	Annual	Years/ Term	AHAP Term 20 Years
1-Bedroom	3	$ 1,648	$4,944	12	$59,328	20	$1,186,560
2-Bedroom	5	$ 2,055	$10,275	12	$123,300	20	$2,466,000
3-Bedroom	14	$2,764	$38,696	12	$464,352	20	$9,287,040
4-Bedroom	3	$3,386	$10,158	12	$121,896	20	$2,437,920

Total: $15,377,520

Final commitment of the Project Based Vouchers is subject to the following items:

- Project's receipt of all necessary capital funding for the construction of the project, including but not limited to a tax credit allocation.
- Subsidy layering requirements as defined by the U.S. Department of Housing and Urban Development (HUD).
- National Environmental Policy Act Clearance.
- Approval of an Agreement to Enter into Housing Assistance Payments (AHAP) Contract by the HACR's Board of Commissioners.

This commitment is also contingent on continued funding from HUD. In the event of a budget decrease, HACR reserves the right to rescind the commitment up until the execution of an AHAP contract. This letter of commitment is valid until June 1, 2025, all financing must be secured by this deadline. Therefore, all evidence of secured financing must be provided on or before June 1, 2025.
If you have any questions, please feel free to contact Nicole Sanchez at (760) 863-2825 or via e-mail at NiSanchez@rivco.org.

Thank you,

Juan Garcia
Deputy Director
Housing Authority of the County of Riverside

Exhibit B

Scope of Development

Coachella Valley Housing Coalition
BUILDING COMMUNITIES SINCE 1982
45-701 Monroe Street, Suite G, Indio, CA 92201

JFM Villas Family Apartments

Exhibit B - Description of Work and Drawings

The JFM Villas Family Apartments will consist of 99 affordable housing units and 1 managers unit. The development is being proposed as a large family and farmworkers project with fifty-one of the units being set aside for farmworkers and their families. The development will be built on 5.52 acres of vacant land at the northern portion of the existing Fred Young Farm Labor Camp located at 47125 Van Buren St., in the City Indio, Riverside County, California. The proposed site has a rectangular shape and a relatively flat topography. A lot split for the 5.52 acres will be recorded at the time of construction loan closing.

SITE AND UNIT DESCRIPTON

The development will consist of one (1) 2-story building with four distinctive wings connected by corridor balconies. A total of 31 one-bedrooms, 34 two-bedrooms, 26 three-bedrooms, and 8 four-bedrooms units will be constructed as part of the development. A summary of type, size and number of units is below as well as a summary of all accessible units:

Summary	Size (Sq. Ft.)	Quantity	Total (Sq. Ft.)
One-Bedroom / One Bath	715	31	22,165
Two-Bedroom /Two Bath	939	32	30,048
Two-bedroom/ Two Bath	1,014	2	2,028
Three-Bedroom/Two Bath	1,307	26	33,982
Four-Bedroom/Two Bath	1,472	8	11,776
One Manager's Unit	1,307	1	1,307
Community Room, Managers Office (Mail Room, Break Room, Administration Office, IT Room, Entry Lobby)	3,427	1	3,427
Childcare Center (Childcare rooms, Kitchen/Dining Area, Staff Breakroom, Office)	3,934	1	3,934
Total Buildable Area			**108,667**

Accessible Units Summary					
Unit Types	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Total No. of Units
TOTAL NUMBER OF UNIT TYPES	31	32	27	8	100
15% Fully Mobility Accessible units required	4.65	5.1	4.05	1.2	15 Required
Fully Mobility Accessible Units PROVIDED	5	6	5	2	18
Fully Adaptable Units PROVIDED	26	28	22	6	82
10% Communication Accessible Units required	3.1	3.4	2.7	0.8	10 Required
Hearing & Visual Impaired Units provided	4	4	3	1	12

Rents will be set at 30%, 40%, 50%, and 60% of area median income. An award of twenty-five (25) section 8 project-based vouchers from the Housing Authority of Riverside County was awarded for the project.

All units feature energy star rated efficient appliances, washers/dryers, dishwashers, garbage disposals, heat/air conditioners, carpeting, and blinds.

Site amenities will include a 3,531 sq. ft. community room, a computer room, a managers' office, a mail room, a break room, a administration office. In addition to the community room there will be an approximately 3,934 sq. ft. day care center.

Service amenities will include Instructor-led Adult Educational and Wellness, or Skill Building classes such as computer training classes, a diabetes education program, a mobile clinic, COVID 19 Vaccines, Resource Fairs, and an after-school program for school age children. There will also be an on-site childcare facility which will be available to residents at a minimal fee. CVHC's Resident Services department will be responsible for developing and implementing programs at JFM Villas Family Apartments.

The development will also feature a formal outdoor area and landscaped courtyard/green space. In keeping with the topography of the area, the site will be landscaped with drought tolerant desert landscaping providing residents with a vibrant natural aesthetic. There will be 187 parking spaces constructed as part of the development. 103 spaces will be covered while the remaining 84 will be

uncovered. Of the 187 parking spaces, 99 are standard spaces, 8 are standard accessible spaces, 3 are van accessible spaces, and 11 are EV charger spaces, 47 EV ready spaces and 19 EV capable spaces.

The project will be type-V-A construction, wood framing, fully sprinklered with color stucco walls, constructed on a concrete slab foundation. All buildings will conform to HUD building code standards. The building will be serviced by 2 elevators, one at the east wing and the other at the west wing of the corridor building.

Green Building: This community is to be designed utilizing materials, equipment, and/or systems that will increase the energy efficiency of the buildings above Title 24 energy standards and will be powered entirely through electricity with no connections to natural gas infrastructure. A photovoltaic system will be constructed as part of the development.



JFM VILLAS
FAMILY APARTMENTS
- 100 FAMILY APARTMENT UNITS -
47155 VAN BUREN STREET
INDIO, CALIFORNIA 92201

PROJECT DESIGN TEAM:

OWNER
NAME: COACHELLA VALLEY HOUSING COALITION
CONTACT: MARYANN YBARRA
ADDRESS: 45-701 MONROE STREET, SUITE G
INDIO, CA 92201
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FAX:
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WEB SITE: WWW.CVHC.ORG

ARCHITECT
NAME: YM ARCHITECTS
CONTACT: KEVIN SANTORO, AIA
RYAN YAMAGATA, AIA
ADDRESS: 255 S. SANTA FE #103
LOS ANGELES, CA 90012
PHONE: (213) 624-2107
FAX: (213) 624-2108
E-MAIL: KSANTORO@YMARCH.COM
RYAMAGATA@YMARCH.COM
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CONTRACTOR
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CONTACT: JACK BUSTER
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E-MAIL: JACK@WHOLEBUSTERINC.COM
WEB SITE: WWW.WHOLEBUSTERINC.COM

STRUCTURAL ENGINEER
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IRVINE, CA 92614
PHONE: (949) 474-6002
FAX: (949) 474-1801
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WEB SITE: WWW.FWCSE.COM

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SHANE RABBEN
ADDRESS: 1605 WEST MACARTHUR BLVD #205
COSTA MESA, CA 92232
PHONE: (213) 454-3311
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E-MAIL: CBRANDT@GREENDINOSAUR.ORG
SHANE@GREENDINOSAUR.ORG
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MECHANICAL ENGINEER
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CONTACT: EDWARD GARCIA
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GLENDALE, CA 91205
PHONE: (818) 240-8300
FAX: (818) 244-4341
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WEB SITE: WWW.SYLEE.COM

PLUMBING ENGINEER
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CONTACT: BON HO
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PHONE: (818) 240-8300
FAX: (818) 244-4341
E-MAIL: BONH@SYLEE.COM
WEB SITE: WWW.SYLEE.COM

ELECTRICAL ENGINEER
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PHONE: (818) 240-8300
FAX: (818) 244-4341
E-MAIL: HERMANN@SYLEE.COM
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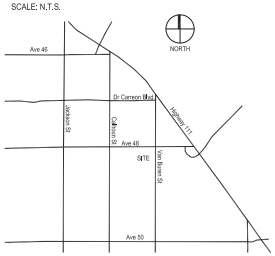
CIVIL ENGINEER
NAME: MSA CONSULTING, INC.
CONTACT: JOE BARDA
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RANCHO MIRAGE, CA 92270
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WEB SITE: WWW.MSACONSULTINGINC.COM

LANDSCAPE ARCHITECT
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RANCHO MIRAGE, CA 92270
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FAX:
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SOILS ENGINEER
NAME: SLADDEN ENGINEERING
CONTACT: BRETT ANDERSON
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INDIO, CA 92201
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WEB SITE:

VICINITY MAP

SCALE: N.T.S.



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E004D	ELECTRICAL PANEL SCHEDULE IV	PLAN CHECK
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E004F	RECEPTION, LOAD CALCULATIONS AND PANEL SCHEDULE	PLAN CHECK
E005	ELECTRICAL DETAILS I	PLAN CHECK
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E100E	ELECTRICAL POWER DISTRIBUTION PLAN	PLAN CHECK
E100F	ELECTRICAL POWER DISTRIBUTION PLAN	PLAN CHECK
E101	ELECTRICAL FIRST FLOOR LIGHTING PLAN	PLAN CHECK
E101A	ELECTRICAL FIRST FLOOR LIGHTING PLAN	PLAN CHECK
E101B	ELECTRICAL FIRST FLOOR POWER PLAN	PLAN CHECK
E101C	ELECTRICAL FIRST FLOOR LIGHTING PLAN	PLAN CHECK
E101D	ELECTRICAL FIRST FLOOR POWER PLAN	PLAN CHECK
E102	ELECTRICAL SECOND FLOOR LIGHTING PLAN	PLAN CHECK
E102A	ELECTRICAL SECOND FLOOR POWER PLAN	PLAN CHECK
E102B	ELECTRICAL SECOND FLOOR LIGHTING PLAN	PLAN CHECK
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DEFERRED SUBMITTALS:

DEFERRAL OF ANY SUBMITTAL ITEMS SHALL HAVE THE PRIOR APPROVAL OF THE BUILDING OFFICIAL. THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE SHALL LIST THE DEFERRED SUBMITTALS ON THE CONSTRUCTION DOCUMENTS FOR REVIEW BY THE BUILDING OFFICIAL. DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL, WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN REVIEWED AND HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE TO THE DESIGN OF THE BUILDING. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

LIST OF DEFERRED SUBMITTAL DESIGN ITEMS:
- PRE-ENGINEERED STRUCTURES AND ITEMS TO BE ANCHORED TO THE BUILDING. (SEE STRUCTURAL DRAWINGS DEFERRED SUBMITTAL ITEMS NOTES)
- ALL HANGING LOADS THAT EXCEEDS 250 POUNDS (SEE STRUCTURAL DRAWINGS DEFERRED SUBMITTAL ITEMS NOTES)
- PRE-FABRICATED ROOF TRUSSES, (SEE STRUCTURAL DRAWINGS DEFERRED SUBMITTAL ITEMS NOTES)
- TOT LOT EQUIPMENT
- ALUMINUM TRELLIS (UNIT BALCONY & BUILDING ENTRY)

SUBMIT TWO COMPLETE SETS OF THE FOLLOWING DIRECTLY TO THE FIRE DEPARTMENT:
- PRIVATE FIRE SERVICE UNDERGROUND
- FIRE SPRINKLER SYSTEM
- FIRE ALARM
- TWO-WAY ELEVATOR LOBBY COMMUNICATION SYSTEM
- 80KLAR PHOTOVOLTAIC POWER SYSTEMS

GENERAL REQUIREMENTS FOR DEFERRED SUBMITTAL DESIGN ITEMS:

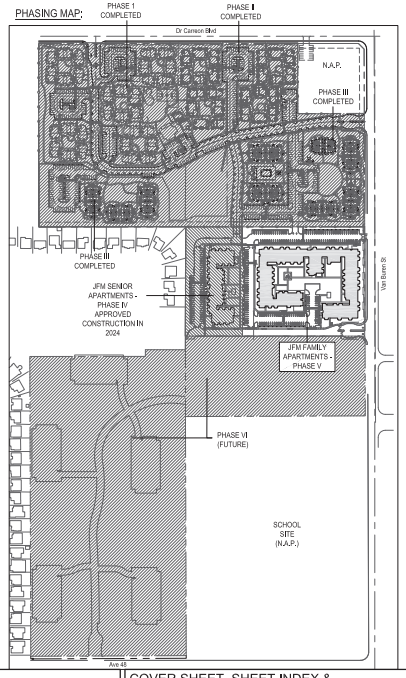
01. TWO (2) COPIES OF EACH DEFERRED SUBMITTAL WILL FIRST BE SUBMITTED TO THE ARCHITECT AND OR ENGINEER OF RECORD. WHO WILL REVIEW THEM AND FORWARD THEM TO THE BUILDING DEPARTMENT WITH NOTATIONS INDICATING THAT THE SUBMITTALS CONFORM TO THE DESIGN OF THE BUILDING.

02. THE ENGINEER(S) RESPONSIBLE FOR THE DESIGN OF THE DEFERRED SUBMITTAL ITEMS SHALL STAMP AND WET-SIGN THOSE DRAWINGS AND CALCULATIONS FOR WHICH HE/SHE IS RESPONSIBLE

SEPARATE PERMITS AND SUBMITTALS:

LIST OF SEPARATE PERMITS AND SUBMITTAL DESIGN ITEMS:
- AUTOMATIC FIRE SPRINKLER SYSTEM (NFPA 13)
- FIRE ALARM SYSTEM
- SOLAR SHADE STRUCTURES
- SOLAR PANEL
- SIGNAGE
- PLAY EQUIPMENT
- SMOKE ALARM
- ALUMINUM TRELLIS @ UNIT BALCONY AND BUILDING ENTRY

PHASING MAP:



PROJECT SCOPE OF WORK DESCRIPTION:

THIS PROJECT CONSISTS OF A NEW DEVELOPMENT AND CONSTRUCTION OF A TWO STORY 100 UNITS FAMILY APARTMENT. THIS WILL BE PHASE V OF THE VILLA HERMOSA PROJECT.

BUILDING WILL HOUSE RESIDENTIAL FAMILY APARTMENTS AND A SERIES OF RESIDENTIAL ACTIVITY CENTERS THAT ARE DESIGNED FOR THE INTENDED USE OF THE RESIDENTIAL TENANTS.
THE CONSTRUCTION DOCUMENTATION CONSISTS OF THE FOLLOWING:
- 2 BUILDING WITH 2 STORY TYPE VA/A BUILDING.
- BRAND TOTAL OF 100 FAMILY APARTMENT UNITS.
- A SERIES OF RESIDENTIAL ACTIVITY CENTERS IN THE GROUND LEVEL FLOOR PLAN.

COVERED PARKING WILL BE PROVIDED VIA SOLAR SHADE STRUCTURES
NOTES:
SOLAR SHADE STRUCTURES ARE UNDER A SEPERATE PERMIT AND SUBMITTAL.

PROJECT INFORMATION:

ALL WORK SHALL CONFORM TO THE FOLLOWING CODES:
2022 CALIFORNIA BUILDING CODES, 2022 CALIFORNIA BUILDING FIRE CODE (CCR,C.)
2022 CALIFORNIA MECHANICAL CODE (CCR,C.), 2022 CALIFORNIA ELECTRICAL CODE (CCR,C.)
2022 CALIFORNIA PLUMBING CODE (CCR,C.), 2022 CALIFORNIA GREEN CODE (CCR,C&C.)
2022 CALIFORNIA ENERGY CODE (CCR,C.), CALIFORNIA ENERGY EFFICIENCY STANDARDS,
CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE ATTACHMENT 10, 4 C.C.R.'S 10325(F)(7)(K)

CITY OF INDIO MUNICIPAL CODE
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), STANDARDS, STATE FIRE MARSHALS REGULATIONS (TITLE 19 C.C.R.)
2010 AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR ACCESSIBLE DESIGN (28 CFR 35)
2004 AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES, (36 C.F.R. §1191, APP. B & D)
REHABILITATION ACT OF 1973 (29 U.S.C. § 794)
SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. § 794), 24 CFR PART 8
UNIFORM FEDERAL ACCESSIBILITY STANDARD (UFAS) 24 CFR § 40,4 STANDARDS, 36 CFR PART 1190
47 FR 33862 AUGUST 4, 1982; 49 FR 31528, AUGUST 7, 1984; 49 FR 31621, AUG. 7, 1984, AS AMENDED AT 63 FR 26361, JUNE 7, 2018]
FAIR HOUSING ACT, (FHA) 42 U.S.C. §§ 3601-3619 (PUBL. 100-430, APPROVED SEPTEMBER 13, 1988)
FAIR HOUSING AMENDMENTS ACT (FHAA), FAIR HOUSING ACT, AS AMENDED, 42 U.S.C. §3604F(3)(C),
FAIR HOUSING ACT'S DESIGN AND CONSTRUCTION REQUIREMENTS: 24 CFR PART 100.205
FAIR HOUSING ACCESSIBILITY GUIDELINES (FHA GUIDELINES) (FAIR HOUSING ACT DESIGN MANUAL (FHADM)) (MARCH 6, 1991) 56 FR 9472; 24 CFR CH. I, SUBCH. A., APP. I; 24 CFR CH. I, SUBCH. A., APP. III,
HUD AND US DOJ SUPPLEMENTAL NOTICES QUESTIONS AND ANSWERS ABOUT THE GUIDELINES (JUNE 28, 1994)
SUPPLEMENTAL NOTICE QUESTIONS AND ANSWERS ABOUT THE GUIDELINES: QUESTIONS AND ANSWERS ABOUT THE GUIDELINES ACCESSIBILITY STANDARDS FOR DESIGN, CONSTRUCTION, AND ALTERATION OF PUBLICLY OWNED RESIDENTIAL STRUCTURES, 24 C.F.R., PART 40, (24 CFR CH.I, SUBCH.A, APP.IV)
QUESTIONS AND ANSWERS ABOUT THE FAIR HOUSING ACCESSIBILITY GUIDELINES: APPENDIX IV TO CH.I, SUBCHAPTER A
FAIR HOUSING ACT DESIGN AND CONSTRUCTION REQUIREMENTS: ADOPTION OF ADDITIONAL SAFE HARBOR (ICC A117.1-2009) 65 FR 2594 PAGES 2594-2599,
ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES, AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A117.1 (2017)

PROJECT: 100% RESTRICTED AFFORDABLE RESIDENTIAL UNITS (PUBLIC HOUSING PROJECT) 100% PRIVATELY OWNED HOUSING MADE AVAILABLE FOR PUBLIC USE (USING TAX CREDIT INCENTIVE, COMPLYING WITH CHAPTER 11B OF THE 2022 CBC)
PER CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (TCAC) ATTACHMENT 10 DOCUMENT:
THIS PROJECT WILL PROVIDE A MINIMUM 15 PERCENT OF THE APARTMENT UNITS WITH MOBILITY FEATURES AS DEFINED IN CA.C.C. SECTION 11B 809.2 THROUGH 11B-809.4 AND A MINIMUM OF 10 PERCENT WITH COMMUNICATIONS FEATURES AS DEFINED IN CA.C.C. SECTION 11B 809.5
PROJECT IS SUBJECT FHA AND HUD SECTION 504 REGULATIONS, AND SUBJECT TO CBC 11B IN COMPLIANCE WITH CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE (TCAC) STANDARDS UNDER CALIFORNIA CODE OF REGULATIONS, TITLE 4, DIVISION 17, SECTION 10325 (F) BASIC THRESHOLDS (7)(K) (I.C.C.R.S 10325)
THE RESIDENTIAL COMMUNITY CENTER IN THE GROUND LEVEL FLOOR PLANS IS NOT A PUBLIC ACCOMMODATION AND IS TO BE USED BY THE TENANTS WITHIN THIS DEVELOPMENT AND THEIR GUESTS.

ADDRESS: 47155 VAN BUREN STREET INDIO, CA 92201
ZONING: FRED YOUNG SPECIFIC PLAN
CITY FIRE DISTRICT: CITY OF INDIO FIRE DEPARTMENT
BUILDING CONSTRUCTION TYPE: TYPE V-A/1: FULLY SPRINKLERED *SUPERVISED AUTOMATIC SPRINKLER SYSTEM* NFPA 13
TYPE V-A/1 NOT SPRINKLERED APPLIES TO: SOLAR SHADE STRUCTURES
BUILDING OCCUPANCY GROUPS: GROUP A-2.1: ASSEMBLY AREAS (COMMUNITY ROOM)
GROUP B: BUSINESS (OFFICES)
GROUP R-2.1: RESIDENTIAL (RESIDENTIAL APARTMENT UNITS)
GROUP S-2: LOW HAZARD STORAGE (STORAGE CLOSETS AND EQUIPMENT ROOMS)
ON-SITE PARKING LOT: SOLAR SHADE STRUCTURES
GROUP U: UTILITY AND MISCELLANEOUS GROUP
BUILDING NUMBER OF STORIES: 2-STORY SLAB-ON-GRADE
PLAN CHECK NUMBER: BLDR-24-09165

HERS INSPECTION:

01. ALL OF LISTED HERS REQUIREMENTS ARE TO BE INSPECTED.

02. REGISTERED COPY OF THE CF2R FORM SHALL BE SUBMITTED PRIOR TO FINAL INSPECTION SIGNED BY CERTIFIED HERS RATER. FOR FIELD VERIFICATION AND DIAGNOSTIC TESTING

FIRE DEPARTMENT NOTE:

A FINAL FIRE INSPECTION IS REQUIRED. THE APPLICANT / INSTALLER IS RESPONSIBLE FOR CONTACTING THE RIVERSIDE FIRE MARSHAL'S OFFICE AT 760-347-0768 TO SCHEDULE AN INSPECTION, A MINIMUM OF 48 HOUR NOTICE IS REQUIRED. (CFC 107.2)

LICENSED ARCHITECT KEVIN TANAGITA SANTORO C-30121 3-31-26 STATE OF CALIFORNIA

DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V)

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain property of the Architect. (YM Architects), and no part thereof shall be copied, disclosed to others or used in connection with any other project other than the one for which they are prepared, without prior written permission from and with the written consent of the Architect (YM Architects). Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication. 2019 ©

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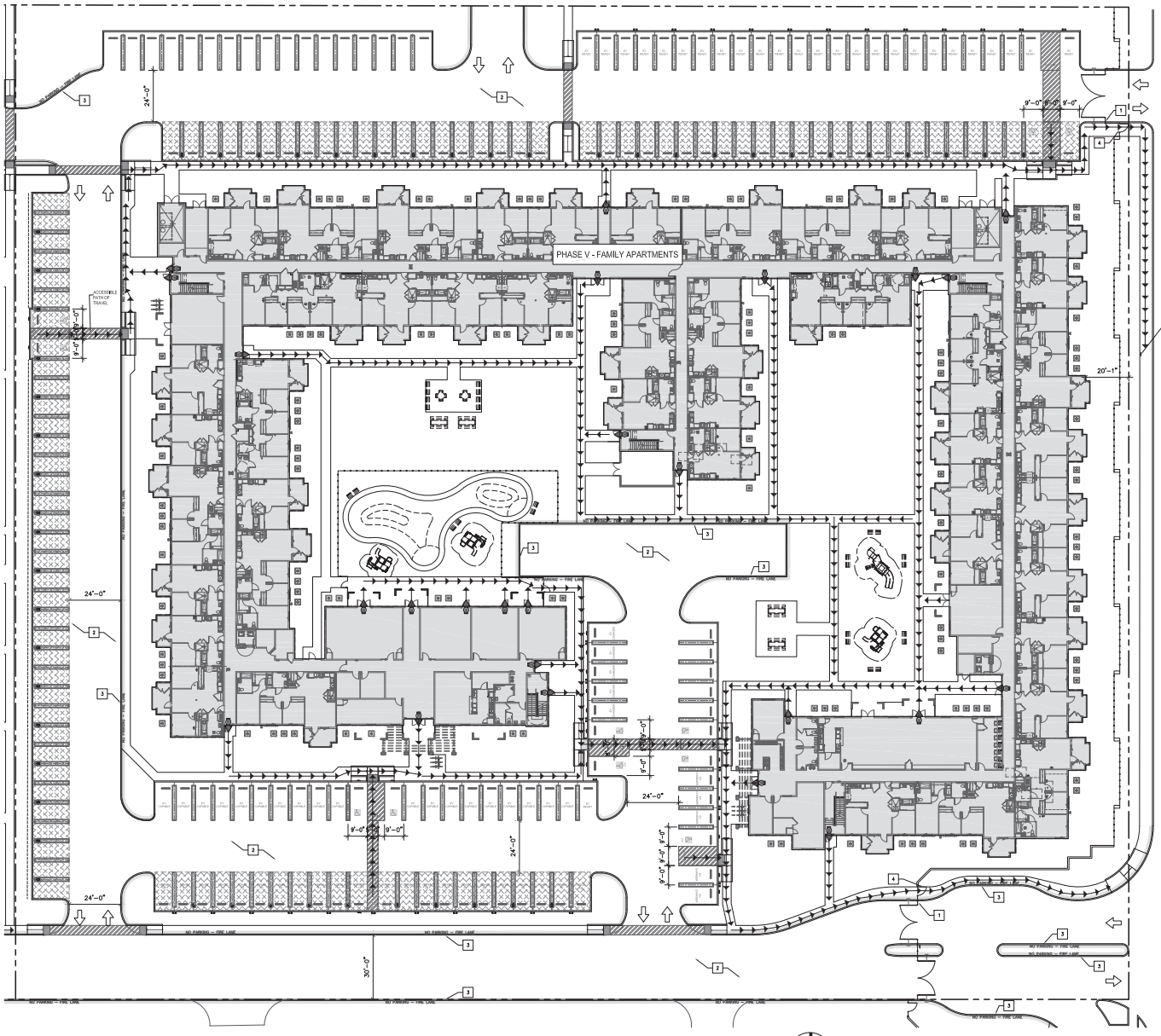
Y&M Architects
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Tel. 213 623 2107 www.ymarch.com

COVER SHEET, SHEET INDEX & PROJECT INFORMATION
JFM VILLAS - FAMILY APARTMENTS (Villa Hermosa - Phase V)
47155 VAN BUREN STREET
INDIO, CALIFORNIA 92201
COACHELLA VALLEY HOUSING COALITION
45-701 MONROE STREET, SUITE G, INDIO CALIFORNIA 92201
TELEPHONE (760) 347-0157

| REVISIONS | | |
|

SIGNS FOR MEANS OF EGRESS

11B-216.4 MEANS OF EGRESS
SIGNS FOR MEANS OF EGRESS SHALL COMPLY WITH SECTION 11B-216.4
11B-216.4.1 EXIT DOORS SIGNS REQUIRED BY CHAPTER 10 SECTION 1013.4 AT DOORS TO EXIT PASSAGEWAYS, EXIT DISCHARGE, AND EXIT STAIRWAYS SHALL COMPLY WITH SECTION 11B-703.1, 11B-703.2, 11B-703.3 AND 11B-703.5. 11B-216.4.2 AREA OF REFUGE AND EXTERIOR AREAS FOR ASSISTED RESCUE. SIGNS REQUIRED BY CHAPTER 10, SECTION 1009.11 TO PROVIDE INSTRUCTIONS IN AREAS OF REFUGE SHALL COMPLY WITH SECTION 11B-703.5. SIGNS REQUIRED BY CHAPTER 10 SECTION 1009.9 AT DOORS TO AREAS OF REFUGE AND EXTERIOR SIGNS FOR ASSISTED RESCUE SHALL COMPLY WITH SECTIONS 11B-703.1, 11B-703.2, 11B-703.3 AND 11B-703.5 AND INCLUDE AN INTERNATIONAL SYMBOL OF ACCESSIBILITY COMPLYING WITH SECTION 11B-703.7.2.1. 11B-216.4.3 DIRECTIONAL SIGNS. SIGNS REQUIRED BY CHAPTER 10, SECTION 1009.10 TO PROVIDE DIRECTIONS TO ACCESSIBLE MEANS OF EGRESS SHALL COMPLY WITH SECTION 11B-703.5. 11B-216.4.4 DELAYED EGRESS LOCKS. SIGNS REQUIRED BY CHAPTER 10 SECTION 1010.1.9.7, ITEM 6.4 AT DOORS WITH DELAYED EGRESS LOCKS SHALL COMPLY WITH SECTION 11B-703.1, 11B-703.2, 11B-703.3 AND 11B-703.5.



SITE PLAN
FIRE EXIT PATH OF TRAVEL
SCALE: 1"=20'-0" (1)

NORTH

LEGEND:

- FIRE HYDRANT SEE CIVIL DRAWINGS
- FIRE DEPARTMENT CONNECTION SEE CIVIL DRAWINGS
- EXIT PATH OF TRAVEL
- INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET IN ACCORDANCE TO 2022 C.B.C. TABLE 906.3(1): MAXIMUM TRAVEL DISTANCE TO A FIRE EXTINGUISHER IS 75 FEET FROM ANY ON POINT IN THE BUILDING ON EACH FLOOR LEVEL.
- INDICATES REQUIRED EXITS

KEY NOTES:

1. INSTALL KNOX EMERGENCY ACCESS SYSTEM PER RIVERSIDE COUNTY FIRE DEPARTMENT STANDARD NO. 06-03 ON SHEET A-011.
2. FIRE LANE
3. PAINT CURB RED WITH 3" WHITE LETTERS SPELLING OUT "NO PARKING – FIRE LANE" PER CITY OF INDIO FIRE SERVICES STANDARD FOR APPARATUS ACCESS ROADS ON SHEET A-010.
4. 4' WIDE FIRE ACCESS / PEDESTRIAN SECURITY GATE (3 / A-922)

FIRE DEPARTMENT NOTES:

1. EXIT DOORS SHALL SWING IN THE DIRECTION OF EXIT TRAVEL WHEN SERVING AND HAZARDOUS AREA OR WHEN SERVING AN OCCUPANT LOAD OF 50 OR MORE. TITLE 24, CBC SECTION 1008.1.2
2. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE AND WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. TITLE 24, CBC SECTION 1008.1.1.
3. WIDTH AND HEIGHT OF REQUIRED EXIT DOORWAYS TO COMPLY WITH TITLE 24, CBC SECTION 1008.1.1
4. PROVIDE APPROVED PANIC HARDWARE ON REQUIRED EXIT DOORS. TITLE 24, CBC SECTION 1008.1.9.
5. PROVIDE 12" ADDRESSES ON THE FRONTS OF EACH STRUCTURE. SOME OF THESE STRUCTURES MAY REQUIRE MORE THAN ONE ADDRESS ON THE BUILDING. THE EXACT LOCATIONS CAN BE DETERMINED DURING THE CONSTRUCTION PHASE. THESE NUMBERS MUST BE OF CONTRASTING COLOR TO THE BUILDING AND IN LOCATIONS THAT WILL NOT BE OBSTRUCTED BY PARKED VEHICLES OR LANDSCAPING.
6. PROVIDE A STORYBOARD AT THE PRIMARY ENTRANCE TO THIS PROJECT. THIS STORYBOARD WILL INDICATE THE LOCATION OF EACH STRUCTURE AND THE ASSIGNED ADDRESSES AND SUITE NUMBERS. THE DESIGN OF THIS STORYBOARD MUST BE APPROVED BY THE RIVERSIDE COUNTY FIRE DEPARTMENT PRIOR TO INSTALLATION.
7. THE FIRE SPRINKLER SYSTEM WILL BE PLAN CHECKED BY SEPARATE SUBMITTALS.
8. PROVIDE CLICK-2-ENTER AND KNOX KEY SWITCHES ON ALL ELECTRONIC GATES WITHIN THIS COMPLEX. PROVIDE A KNOX ENTRY SYSTEM ON ALL GATES THAT WILL NOT BE EQUIPPED WITH AN ELECTRONIC GATE CLOSURE. CONTACT CITY OF INDIO FIRE DEPARTMENT FOR FURTHER INFORMATION.
9. PROVIDE KNOX CABINETS FOR EACH OF THE STRUCTURES. ALL DOORS IN EACH STRUCTURE SHOULD BE ACCESSIBLE WITH THE USE OF A MASTER KEY THAT WILL BE LOCATED WITHIN THIS KNOX CABINET. AN APPLICATION TO ORDER THESE CABINETS MUST BE OBTAINED THROUGH THE CITY OF INDIO FIRE DEPARTMENT.

JFM VILLAS - SENIOR APARTMENTS PHASE IV | A-023
PLAN CHECK NUMBER: B23-2101

LICENSED ARCHITECT YVM TANAVOY C-34,903 3-31-26 STATE OF CALIFORNIA

DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - SENIOR APARTMENTS (VILLA HERMOSA PHASE IV)

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SITE PLAN
FIRE EXIT PATH OF TRAVEL

JFM VILLAS - SENIOR APARTMENTS (Villa Hermosa - Phase IV)
47135 VAN BUREN STREET
INDIO, CALIFORNIA 92201

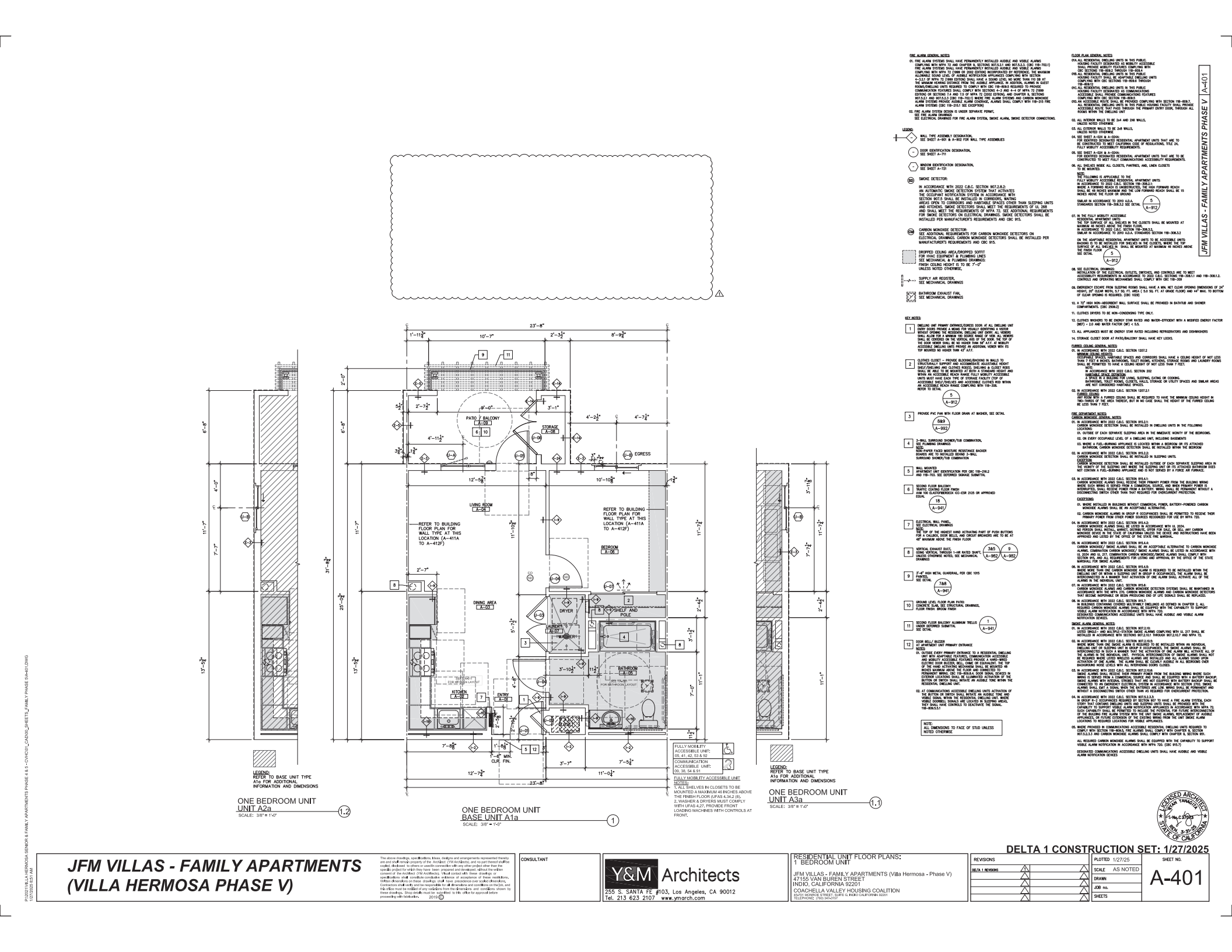
COACHELLA VALLEY HOUSING COALITION
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TELEPHONE (760) 347-0197

REVISIONS

PLOTTED	1/19/25
SCALE	AS NOTED
DRAWN	
JOB no.	
SHEETS	

SHEET NO. A-023

P:\2021\YM\LA HERMOSA SENIOR & FAMILY APARTMENTS PHASE 4 & 5 - CIVIC\01_CAD\05_SHEETS_FAMILY PHASE IV\A-023.DWG



DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V)

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RESIDENTIAL UNIT FLOOR PLANS:
1 BEDROOM UNIT

JFM VILLAS - FAMILY APARTMENTS (Villa Hermosa - Phase V)
47155 VAN BUREN STREET
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REVISIONS		
DELTA 1 REVISIONS		

PLOTTED 1/27/25
SCALE AS NOTED
DRAWN
JOB no.
SHEETS

SHEET NO.
A-401

P:\2021\YMLLA HERMOSA SENIOR & FAMILY APARTMENTS PHASE 4 & 5 - CIVIC\01_CAD\05_SHEETS_FAMILY PHASE 5\A-401.DWG

10 GROUND LEVEL FLOOR PLAN PATIO CONCRETE SLAB, SEE STRUCTURAL DRAWINGS, FLOOR FINISH: BROOM FINISH

11 SECOND FLOOR BALCONY ALUMINUM TRELLIS UNDER DEFERRED SUBMITTAL SEE DETAIL 1 / A-941

12 DOOR BELL/ BUZZER AT APARTMENT UNIT PRIMARY ENTRANCE NOTES:
01. OUTSIDE EVERY PRIMARY ENTRANCE TO A RESIDENTIAL DWELLING UNIT WITH ADAPTABLE FEATURES, COMMUNICATION ACCESSIBLE AND MOBILITY ACCESSIBLE FEATURES PROVIDE A LAMP- SWITCH OR PUSHBUTTON WITH A VISIBLE SIGNAL. THE CENTER LINE OF THE HAND ACTUATING MECHANISM SHALL BE MOUNTED 48 INCHES MAXIMUM ABOVE THE FLOOR AND CONNECTED TO PERMANENT WIRING. CBC 11B-809.5.4. DOOR SIGNAL STROBES IN EXTERIOR LOCATIONS SHALL BE ILLUMINATED ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE WITHIN THE RESIDENTIAL DWELLING UNIT.
02. AT COMMUNICATIONS ACCESSIBLE DWELLING UNITS ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE AND VISIBLE SIGNAL WITHIN THE RESIDENTIAL DWELLING UNIT. WHERE VISIBLE DOORBELL SIGNALS ARE LOCATED IN SLEEPING AREAS, THEY SHALL HAVE CONTROLS TO DEACTIVATE THE SIGNAL. 11B-809.5.5.1

NOTE:
ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE.

KEY NOTES:

1 DWELLING UNIT PRIMARY ENTRANCE/EGRESS DOOR: AT ALL DWELLING UNIT ENTRY DOORS PROVIDE A MEANS FOR VISUALLY IDENTIFYING A VISITOR WITHOUT OPENING THE RESIDENTIAL DWELLING UNIT ENTRY. ALL VIEWERS SHALL ALLOW FOR A MINIMUM 180 DEGREE RANGE OF VIEW. ALL VIEWERS SHALL BE CENTERED ON THE VERTICAL AXIS OF THE DOOR. THE TOP OF THE DOOR VIEWER SHALL BE NO HIGHER THAN 58" A.F.F. AT MOBILITY ACCESSIBLE DWELLING UNITS PROVIDE AN ADDITIONAL VIEWER WITH ITS TOP MOUNTED NO HIGHER THAN 43" A.F.F.

2 CLOTHES CLOSET – PROVIDE BLOCKING/BACKING IN WALLS TO STRUCTURALLY SUPPORT AND ACCOMMODATE ADJUSTABLE HEIGHT SHELF/SHELVING AND CLOTHES ROD(S). SHELVING & CLOSET RODS SHALL BE HELD TO BE MOUNTED AT BOTH A STANDARD HEIGHT AND MOBILITY ACCESSIBLE HEIGHT. AT LEAST ONE MOBILITY ACCESSIBLE UNITS MUST HAVE EACH TYPE OF STORAGE. TOP OF ACCESSIBLE SHELF/SHELVES OR ACCESSIBLE CLOTHES ROD WITHIN AN ACCESSIBLE REACH RANGE COMPLYING WITH 11B-308.

3 PROVIDE PVC PAN WITH FLOOR DRAIN AT WASHER, SEE DETAIL 8&9 / A-992

4 5-WALL SURROUND SHOWER/TUB COMBINATION, SEE PLUMBING DRAWINGS NOTE:
NON-PAPER FACED MOISTURE RESISTANCE BACKER BOARDS ARE TO INSTALLED BEHIND 5-WALL SURROUND SHOWER/TUB COMBINATION

5 WALL MOUNTED APARTMENT UNIT IDENTIFICATION PER CBC 11B-216.2 AND 11B-703. SEE DEFERRED SIGNAGE SUBMITTAL

6 SECOND FLOOR BALCONY: TRAFFIC COATING FLOOR FINISH AND ISO ELASTOMERIC® ICC-ES® 2125 OR APPROVED EQUAL 18 / A-941

7 ELECTRICAL SMAL PANEL, SEE ELECTRICAL DRAWINGS NOTE:
THE TOP OF THE HIGHEST HAND ACTIVATING PART OF PUSH BUTTONS FOR A CALLBOX, DOOR BELLS, AND CIRCUIT BREAKERS ARE TO BE AT 48" MAXIMUM ABOVE THE FINISH FLOOR

8 VERTICAL EXHAUST DUCT: GOING VERTICAL THROUGH 1-HR RATED SHAFT, UNLESS OTHERWISE NOTED, SEE MECHANICAL DRAWINGS 3&5 / A-982 and 9 / A-982

9 7'-4" HIGH METAL GUARDRAIL, PER CBC 1015 PAINTED, SEE DETAIL 7&8 / A-941

FIRE ALARM GENERAL NOTES

01. FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 AND CHAPTER 9, SECTIONS 907.5.2.1 AND 907.5.2.3. (CBC 11B-702.1) FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 (1999 OR 2002 EDITION) INCORPORATED BY REFERENCE. THE MAXIMUM ALLOWABLE SOUND LEVEL OF AUDIBLE NOTIFICATION APPLIANCES COMPLYING WITH SECTION 4-3.2.1 OF NFPA 72 (1999 EDITION) SHALL HAVE A SOUND LEVEL NO MORE THAN 110 DB AT THE HEARING IMPAIRED SPEAKER. THE MINIMUM SOUND LEVEL SHALL BE 75 DB IN PUBLIC USE ROOMS/DWELLING UNITS REQUIRED TO COMPLY WITH CBC 11B-809.5 REQUIRED TO PROVIDE COMMUNICATION FEATURES SHALL COMPLY WITH SECTIONS 4-3 AND 4-4 OF NFPA 72 (1999 EDITION) OR SECTIONS 7.4 AND 7.5 OF NFPA 72 (2002 EDITION), AND CHAPTER 9, SECTIONS 907.5.2.1 AND 907.5.2.3 (CBC 11B-702.1) WHERE FIRE ALARM SYSTEMS AND CARBON MONOXIDE ALARM SYSTEMS PROVIDE AUDIBLE ALARM COVERAGE, ALARMS SHALL COMPLY WITH 11B-215 FIRE ALARM SYSTEMS (CBC 11B-215.1 SEE EXCEPTION)

02. FIRE ALARM SYSTEM DESIGN IS UNDER SEPARATE PERMIT. SEE FIRE ALARM DRAWINGS SEE ELECTRICAL DRAWINGS FOR FIRE ALARM SYSTEM, SMOKE ALARM, SMOKE DETECTOR CONNECTIONS.

LEGEND:

WALL TYPE ASSEMBLY DESIGNATION, SEE SHEET A-901 & A-902 FOR WALL TYPE ASSEMBLIES

DOOR IDENTIFICATION DESIGNATION, SEE SHEET A-721

WINDOW IDENTIFICATION DESIGNATION, SEE SHEET A-721

SD SMOKE DETECTOR:
IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.8.2:
AN AUTOMATIC SMOKE DETECTION SYSTEM THAT ACTIVATES THE OCCUPANT NOTIFICATION SYSTEM IN ACCORDANCE WITH SECTION 907.5. SHALL BE INSTALLED IN CORRIDORS, WAITING AREAS OPEN TO CORRIDORS AND HABITABLE SPACES OTHER THAN SLEEPING UNITS AND KITCHENS. SMOKE DETECTION SYSTEMS SHALL MEET THE REQUIREMENTS OF UL 268 AND SHALL MEET THE REQUIREMENTS OF NFPA 72. SEE ADDITIONAL REQUIREMENTS FOR SMOKE DETECTORS ON ELECTRICAL DRAWINGS. SMOKE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.

CM CARBON MONOXIDE DETECTOR:
SEE ADDITIONAL REQUIREMENTS FOR CARBON MONOXIDE DETECTORS ON ELECTRICAL DRAWINGS. CARBON MONOXIDE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.

DROPPED CEILING AREA/DROPPED SOFFIT FOR HVAC EQUIPMENT & PLUMBING LINES SEE MECHANICAL & PLUMBING DRAWINGS. FINISH CEILING HEIGHT IS TO BE 7'-0" UNLESS NOTED OTHERWISE.

SUPPLY AIR REGISTER, SEE MECHANICAL DRAWINGS

BATHROOM EXHAUST FAN, SEE MECHANICAL DRAWINGS

03. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.1:
CARBON MONOXIDE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE, AND WHEN PRIMARY POWER IS INTERRUPTED, SHALL RECEIVE POWER FROM A BATTERY. WIRING SHALL BE PERMANENT WITHOUT A DISCONNECTING SWITCH OTHER THAN THAT REQUIRED FOR OVERCURRENT PROTECTION.

EXCEPTIONS
01. WHERE INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER, BATTERY-POWERED CARBON MONOXIDE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE.
02. CARBON MONOXIDE ALARMS IN GROUP R OCCUPANCIES SHALL BE PERMITTED TO RECEIVE THEIR PRIMARY POWER FROM OTHER POWER SOURCES RECOGNIZED FOR USE BY NFPA 720.

04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.2:
CARBON MONOXIDE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2034.
NO PERSON SHALL INSTALL, MANUFACTURE, DISTRIBUTE, OFFER FOR SALE, OR SELL ANY CARBON MONOXIDE DEVICE IN THE STATE OF CALIFORNIA UNLESS THE DEVICE AND INSTRUCTIONS HAVE BEEN APPROVED AND LISTED BY THE OFFICE OF THE STATE FIRE MARSHAL.

05. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.4:
CARBON MONOXIDE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE TO CARBON MONOXIDE DETECTORS.
WHERE COMBINATION CARBON MONOXIDE/ SMOKE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2075 AND UL 217. CARBON MONOXIDE/SMOKE ALARMS SHALL COMPLY WITH SECTION 915, AND ALL REQUIREMENTS FOR LISTING AND APPROVAL BY THE OFFICE OF THE STATE MARSHALL FOR SMOKE ALARMS.

06. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.5:
WHERE MORE THAN ONE CARBON MONOXIDE ALARM IS REQUIRED TO BE INSTALLED WITHIN THE DWELLING UNIT OR WITHIN A SLEEPING UNIT OR GROUP R OCCUPANCIES, THE ALARMS SHALL BE INTERCONNECTED IN A MANNER THAT ACTIVATION OF ONE ALARM SHALL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL UNIT.

07. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.6:
CARBON MONOXIDE ALARMS AND CARBON MONOXIDE DETECTION SYSTEMS SHALL BE MAINTAINED IN ACCORDANCE WITH THE NFPA 270. CARBON MONOXIDE ALARMS AND CARBON MONOXIDE DETECTORS THAT BECOME INOPERABLE OR BEGIN PRODUCING END OF LIFE SIGNALS SHALL BE REPLACED.

08. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.7:
IN BUILDINGS CONTAINING COVERED MULTIFAMILY DWELLINGS AS DEFINED IN CHAPTER 2, ALL DESIGNATED COMMUNICATIONS ACCESSIBLE UNITS SHALL HAVE THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720.
DESIGNATED COMMUNICATIONS ACCESSIBLE UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES.

SMOKE ALARM GENERAL NOTES

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10:
LISTED SINGLE- AND MULTIPLE-STATION SMOKE ALARMS COMPLYING WITH UL 217 SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.2.10.1 THROUGH 907.2.10.7 AND NFPA 72.

02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.5:
WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN AN INDIVIDUAL DWELLING UNIT OR SLEEPING UNIT IN GROUP R OCCUPANCIES, THE SMOKE ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL UNIT. PHYSICAL INTERCONNECTION OF SMOKE ALARMS SHALL NOT BE REQUIRED WHERE LISTED WIRELESS ALARMS ARE INSTALLED AND ALL ALARMS SOUND UPON ACTIVATION OF ONE ALARM. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITH ALL INTERVENING DOORS CLOSED.

03. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.6:
SMOKE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE AND SHALL BE EQUIPPED WITH A BATTERY BACKUP. WIRING SHALL BE PERMANENT WITHOUT A DISCONNECTING SWITCH OTHER THAN AS REQUIRED FOR OVERCURRENT PROTECTION. SMOKE ALARMS SHALL BE INTERCONNECTED SO THAT THE ACTUATION OF ONE ALARM CAUSES ALL ALARMS TO ACTUATE. SMOKE ALARMS THAT ARE NOT EQUIPPED WITH BATTERY BACKUP SHALL BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM IN ACCORDANCE WITH SECTION 2700. SMOKE ALARMS SHALL EMIT A SIGNAL WHEN THE BATTERIES ARE LOW. WIRING SHALL BE PERMANENT AND WITHOUT A DISCONNECTING SWITCH OTHER THAN AS REQUIRED FOR OVERCURRENT PROTECTION.

04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.5.2.3.3:
IN GROUP R-2 OCCUPANCIES REQUIRED BY SECTION 907 TO HAVE A FIRE ALARM SYSTEM, EACH STORY THAT CONTAINS DWELLING UNITS AND SLEEPING UNITS SHALL BE PROVIDED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION APPLIANCES IN ACCORDANCE WITH NFPA 72. SUCH CAPABILITY SHALL BE PERMITTED TO INCLUDE THE POTENTIAL FOR FUTURE INTERCONNECTION OF THE BUILDING'S FIRE ALARM SYSTEM TO INDIVIDUAL SMOKE ALARMS. REPLACEMENT OF AUDIBLE APPLIANCES, OR FUTURE LOCATIONS OF THE EXISTING DEVICES FROM THE UNIT SMOKE ALARM LOCATIONS TO REQUIRED LOCATIONS FOR VISIBLE APPLIANCES.

05. WHERE PROVIDED IN COMMUNICATIONS ACCESSIBLE RESIDENTIAL DWELLING UNITS REQUIRED TO COMPLY WITH SECTION 11B-809.5, THE ALARMS SHALL COMPLY WITH CHAPTER 12, SECTION 907.5.2.3.3 AND CARBON MONOXIDE ALARMS SHALL COMPLY WITH CHAPTER 12, SECTION 915.

ALL REQUIRED CARBON MONOXIDE ALARMS SHALL BE EQUIPPED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720. (CBC 915.7)

DESIGNATED COMMUNICATIONS ACCESSIBLE DWELLING UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES

FLOOR PLAN GENERAL NOTES

01-A. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY DESIGNATED AS MOBILITY ACCESSIBLE DWELLING UNITS SHALL COMPLY WITH SECTION 11B-809.2 THROUGH CBC SECTIONS 11B-809.3 THROUGH 11B-809.4
01-B. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL BE ADAPTABLE DWELLING UNITS COMPLYING WITH CBC SECTIONS 11B-809.4 THROUGH 11B-809.12
01-C. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY DESIGNATED AS COMMUNICATIONS ACCESSIBLE SHALL PROVIDE COMMUNICATIONS FEATURES COMPLYING WITH CBC SECTION 11B-809.5
01-D. AN ACCESSIBLE ROUTE SHALL BE PROVIDED COMPLYING WITH SECTION 11B-809.7. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL PROVIDE ACCESSIBLE ROUTE THAT PASS THROUGH THE PRIMARY ENTRY DOOR, THROUGH ALL ROOMS WITHIN THE DWELLING UNIT

02. ALL INTERIOR WALLS TO BE 2x4 AND 2X6 WALLS, UNLESS NOTED OTHERWISE

03. ALL EXTERIOR WALLS TO BE 2x6 WALLS, UNLESS NOTED OTHERWISE

04. SEE SHEET A-024 & A-024A FOR DENOTED DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET CALIFORNIA CODE OF REGULATIONS, TITLE 24, FULLY MOBILITY ACCESSIBILITY REQUIREMENTS.

05. SEE SHEET A-024 & A-024A FOR DENOTED DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET FULLY COMMUNICATIONS ACCESSIBILITY REQUIREMENTS.

06. ALL SHELVES INSIDE ALL CLOSETS, PANTRIES, AND, LINEN CLOSETS TO BE MOUNTED.
NOTE:
THE FOLLOWING IS APPLICABLE TO THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS:
IN ACCORDANCE TO 2022 C.B.C. SECTION 11B-308.3.1:
WHERE A FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48 INCHES MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15 INCHES ABOVE THE FLOOR OR GROUND
SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B-308.3.2 SEE DETAIL 5 / A-912

07. IN THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS:
THE TOP SURFACE OF ALL SHELVES IN THE CLOSETS SHALL BE MOUNTED AT A MAXIMUM OF 48 INCHES ABOVE THE FINISH FLOOR.
IN ACCORDANCE TO 2022 C.B.C. SECTION 11B-308.3.2:
SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B-308.3.2
ON THE ADAPTABLE RESIDENTIAL APARTMENT UNITS TO BE ACCESSIBLE UNITS:
BACKING IS TO BE INSTALLED FOR SHELVES IN THE CLOSETS, WHERE THE TOP SURFACE OF ALL SHELVES TO BE MOUNTED AT MAXIMUM 48 INCHES ABOVE THE FINISH FLOOR 5 / A-912 SEE DETAIL

08. SEE ELECTRICAL DRAWINGS:
INSTALLATION OF THE ELECTRICAL OUTLETS, SWITCHES, AND CONTROLS ARE TO MEET ACCESSIBILITY REQUIREMENTS IN ACCORDANCE TO 2022 C.B.C. SECTIONS 11B-308.1.1 AND 11B-308.1.2. CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH CBC 11B-309

09. EMERGENCY ESCAPE FROM SLEEPING ROOMS SHALL HAVE A MIN. NET CLEAR OPENING DIMENSIONS OF 24" HEIGHT, 20" CLEAR WIDTH, 5.7 SQ. FT. AREA (5.0 SQ. FT. AT GRADE FLOOR) AND 44" MAX. TO BOTTOM OF CLEAR OPENING IS REQUIRED. (CBC 1029)

10. A 72" HIGH NON-ABSORBENT WALL SURFACE SHALL BE PROVIDED IN BATHTUB AND SHOWER COMPARTMENTS. (CBC 2509.2)

11. CLOTHES DRYERS TO BE NON-CONDENSING TYPE ONLY.

12. CLOTHES WASHERS TO BE ENERGY STAR RATED AND WATER-EFFICIENT WITH A MODIFIED ENERGY FACTOR (MEF) = 2.0 AND WATER FACTOR (WF) < 5.5.

13. ALL APPLIANCES MUST BE ENERGY STAR RATED INCLUDING REFRIGERATORS AND DISHWASHERS

14. STORAGE CLOSET DOOR AT PATIO/BALCONY SHALL HAVE KEY LOCKS.

FURRED CEILING GENERAL NOTES

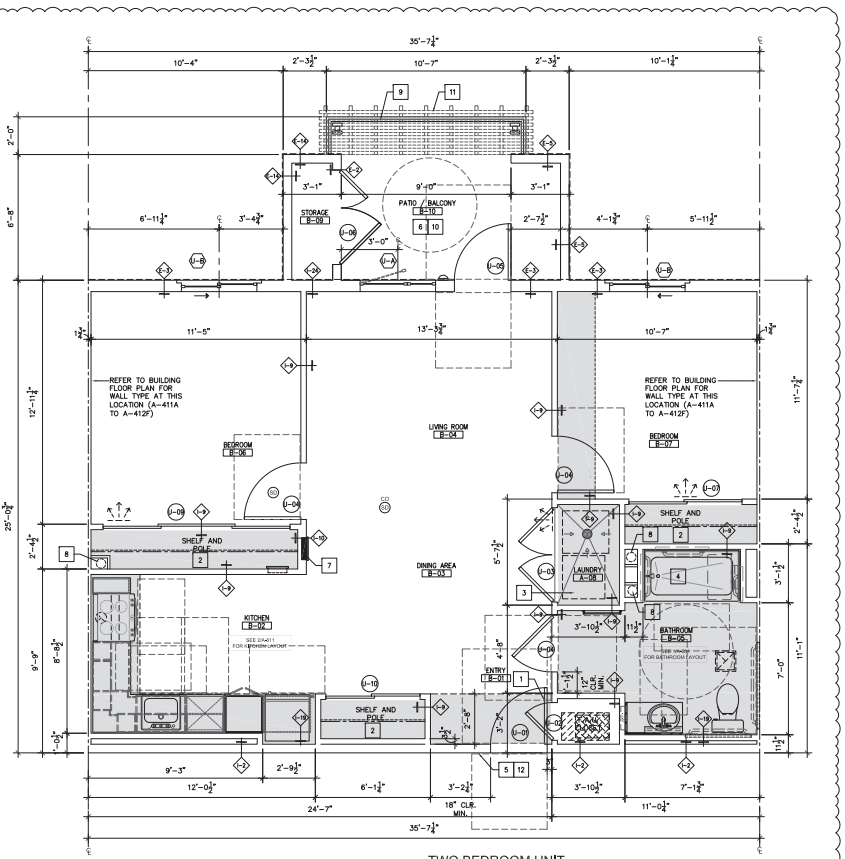
01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2
MINIMUM CEILING HEIGHTS
OCCUPIABLE SPACES, HABITABLE SPACES AND CORRIDORS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET 6 INCHES. BATHROOMS, TOILET ROOMS, KITCHENS, STORAGE ROOMS AND LAUNDRY ROOMS SHALL BE PERMITTED TO HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET.
NOTE:
IN ACCORDANCE WITH 2022 C.B.C. SECTION 202
HABITABLE SPACE DEFINITION
A SPACE IN A BUILDING FOR LIVING, SLEEPING, EATING OR COOKING. BATHROOMS, TOILET ROOMS, CLOSETS, HALLS, STORAGE OR UTILITY SPACES AND SIMILAR AREAS ARE NOT CONSIDERED HABITABLE SPACES.

02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2.1
SLOPED CEILING
THE CEILING WITH A FURRED CEILING SHALL BE REQUIRED TO HAVE THE MINIMUM CEILING HEIGHT IN TWO-THIRDS OF THE AREA THEREOF, BUT IN NO CASE SHALL THE HEIGHT OF THE FURRED CEILING BE LESS THAN 7 FEET.

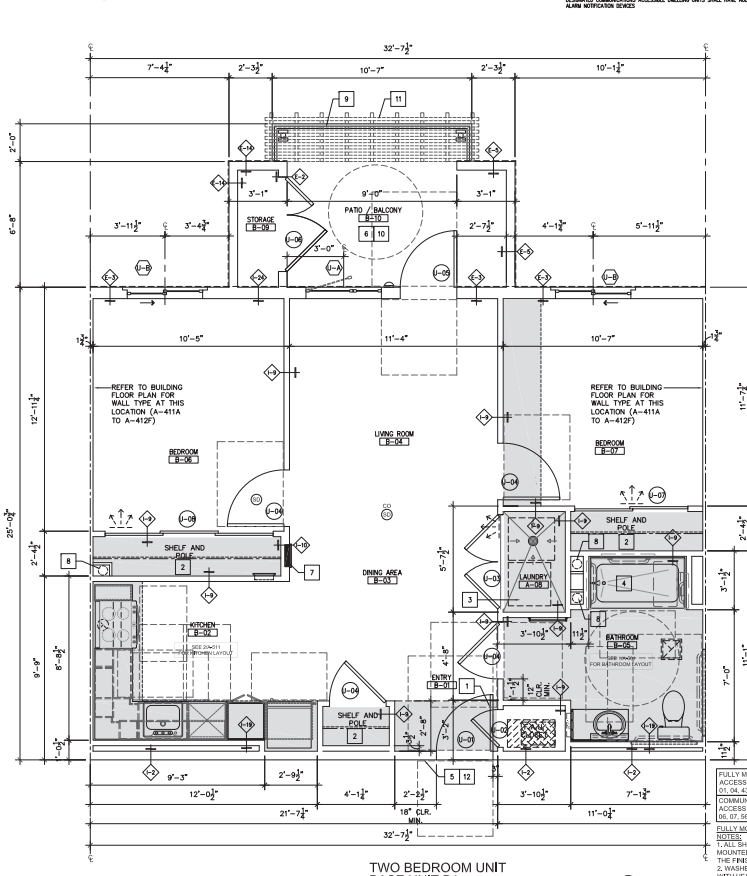
FIRE DEPARTMENT NOTES:
CARBON MONOXIDE GENERAL NOTES

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.1:
CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN DWELLING UNITS IN THE FOLLOWING LOCATIONS:
01. OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
02. ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT, INCLUDING BASEMENTS
03. WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, CARBON MONOXIDE DETECTION SHALL BE INSTALLED WITHIN THE BEDROOM

02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.2
CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN SLEEPING UNITS.
EXCEPTION:
CARBON MONOXIDE DETECTION SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE SLEEPING UNIT WHERE THE SLEEPING UNIT OR ITS ATTACHED BATHROOM DOES NOT CONTAIN A FUEL-BURNING APPLIANCE AND IS NOT SERVED BY A FORCE AIR FURNACE.



TWO BEDROOM UNIT
UNIT B4a
SCALE: 3/8" = 1'-0"
2

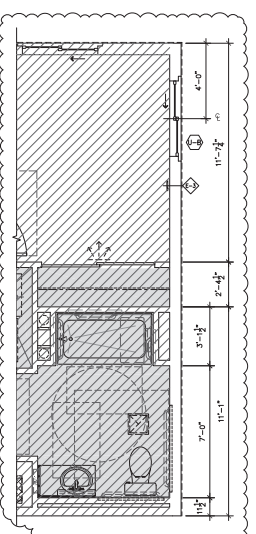


TWO BEDROOM UNIT
BASE UNIT B1a
SCALE: 3/8" = 1'-0"
1

FULLY MOBILITY ACCESSIBLE UNIT: 01, 04, 43, 52, 93 & 93

COMMUNICATION ACCESSIBLE UNIT: 05, 07, 56 & 57

FULLY MOBILITY ACCESSIBLE UNIT NOTES:
1. ALL SHELVES IN CLOSETS TO BE MOUNTED A MAXIMUM 48 INCHES ABOVE THE FINISH FLOOR (UFAS-4.34.2 (5).
2. WASHER & DRYERS MUST COMPLY WITH UFAS 4.27, PROVIDE FRONT LOADING MACHINES WITH CONTROLS AT FRONT.



LEGEND:
REFER TO BASE UNIT TYPE B1a FOR ADDITIONAL INFORMATION AND DIMENSIONS

TWO BEDROOM UNIT
UNIT B3a
SCALE: 3/8" = 1'-0"
1.1

LICENSED ARCHITECT YVAN TAMAYO No. C 30705 STATE OF CALIFORNIA 3-31-26

DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V)

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CONSULTANT

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RESIDENTIAL UNIT FLOOR PLANS:
2 BEDROOM UNIT

JFM VILLAS - FAMILY APARTMENTS (Villa Hermosa - Phase V)
47155 VAN BUREN STREET
INDIO, CALIFORNIA 92201

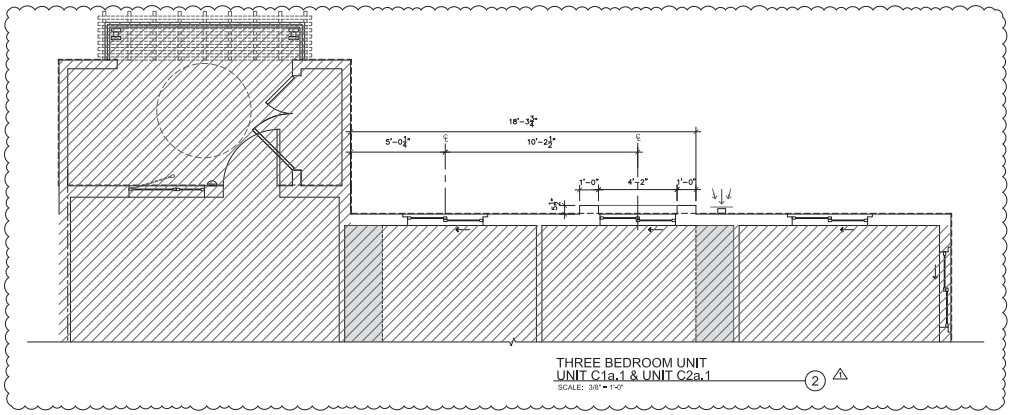
COACHELLA VALLEY HOUSING COALITION
45-701 MONROE STREET, SUITE G, INDIO CALIFORNIA 92201
TELEPHONE (760) 347-0197

REVISIONS	
DELTA 1 REVISIONS	

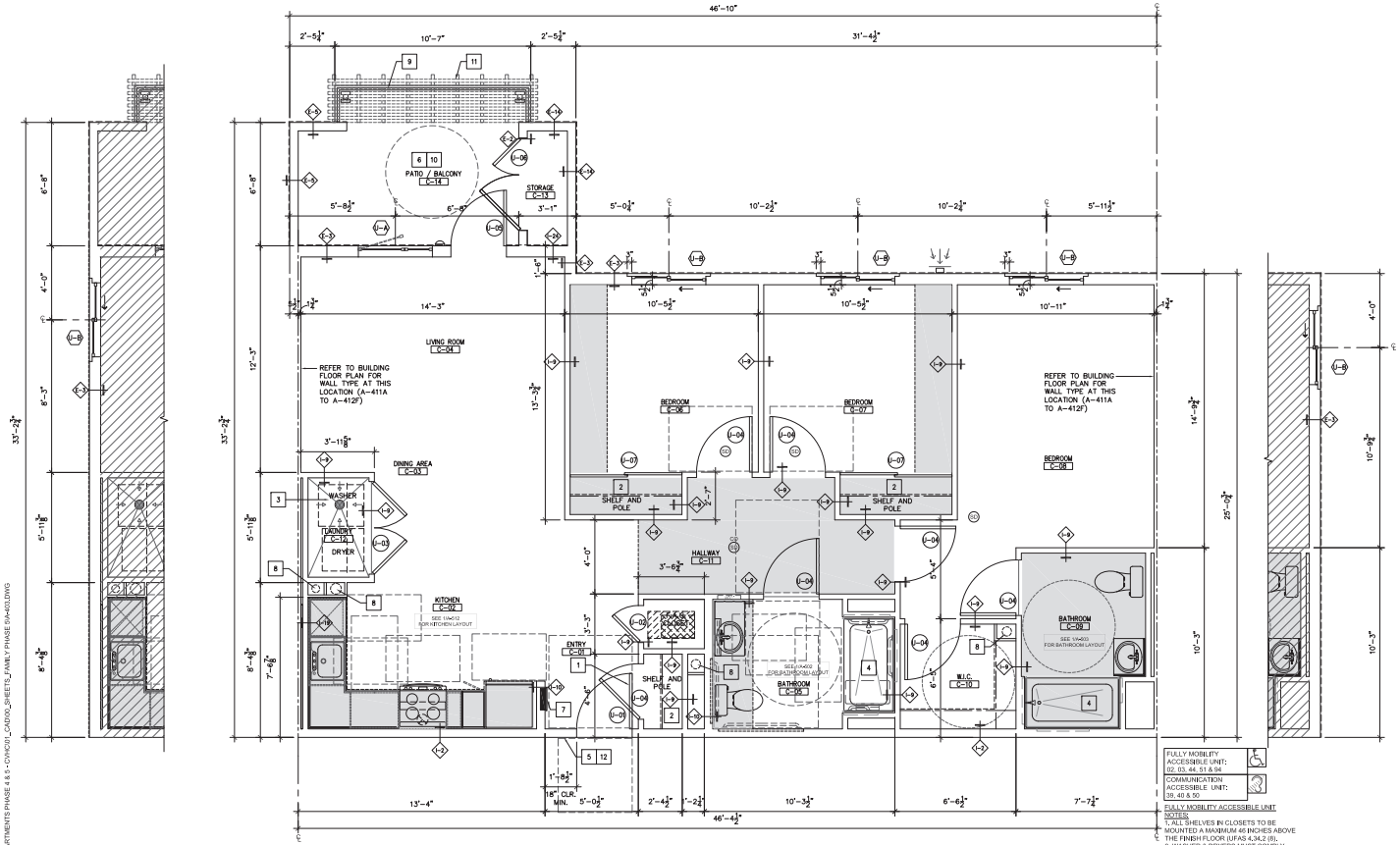
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JOB no.
SHEETS

SHEET NO. A-402

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8/17/2022 7:50:39 AM



THREE BEDROOM UNIT
UNIT C1a.1 & UNIT C2a.1 (2)
SCALE: 3/8" = 1'-0"



THREE BEDROOM UNIT
BASE UNIT C1a (1)
SCALE: 3/8" = 1'-0"

THREE BEDROOM UNIT
UNIT C3a (1.2)
SCALE: 3/8" = 1'-0"

THREE BEDROOM UNIT
UNIT C2a (1.1)
SCALE: 3/8" = 1'-0"

FULLY MOBILITY ACCESSIBLE UNIT: 02, 03, 44, 51 & 54
COMMUNICATION ACCESSIBLE UNIT: 39, 40 & 50

FULLY MOBILITY ACCESSIBLE UNIT NOTES:
1. ALL SHELVES IN CLOSETS TO BE MOUNTED A MAXIMUM 48 INCHES ABOVE THE FINISH FLOOR (UFAS 4.34.2 (6)).
2. WASHER & DRYERS MUST COMPLY WITH UFAS 4.27, PROVIDE FRONT LOADING MACHINES WITH CONTROLS AT FRONT.

FIRE ALARM GENERAL NOTES:

01. FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 AND CHAPTER 9, SECTIONS 907.5.2.1 AND 907.5.2.3, (CBC 11B--702.1) FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 (1999 OR 2002 EDITION) INCORPORATED BY REFERENCE. THE MAXIMUM ALLOWABLE SOUND LEVEL OF AUDIBLE NOTIFICATION APPLIANCES COMPLYING WITH SECTION 4--3.3.21 OF NFPA 72 (1999 EDITION) SHALL HAVE A SOUND LEVEL NO MORE THAN 110 DB AT THE HEARING IMPAIRED INDIVIDUAL'S PILLOW. THE ALARM SHALL ACTIVATE A VISUAL ALARM IN EVERY HEARING IMPAIRED OCCUPANT'S BEDROOM. FIRE ALARM SYSTEMS SHALL BE COMMUNICATION FEATURES SHALL COMPLY WITH SECTIONS 4--3 AND 4--4 OF NFPA 72 (1999 EDITION) OR SECTIONS 7.4 AND 7.5 OF NFPA 72 (2002 EDITION), AND CHAPTER 9, SECTIONS 907.5.2.1 AND 907.5.2.3 (CBC 11B--702.1) WHERE FIRE ALARM SYSTEMS AND CARBON MONOXIDE ALARM SYSTEMS PROVIDE AUDIBLE ALARM COVERAGE, ALARMS SHALL COMPLY WITH 11B--215 FIRE ALARM SYSTEMS (CBC 11B--215.1 SEE EXCEPTION)
02. FIRE ALARM SYSTEM DESIGN IS UNDER SEPARATE PERMIT.
SEE FIRE ALARM DRAWINGS
SEE ELECTRICAL DRAWINGS FOR FIRE ALARM SYSTEM, SMOKE ALARM, SMOKE DETECTOR CONNECTIONS.

LEGEND

- WALL TYPE ASSEMBLY DESIGNATION, SEE SHEET A--901 & A--902 FOR WALL TYPE ASSEMBLIES
- DOOR IDENTIFICATION DESIGNATION, SEE SHEET A--711
- WINDOW IDENTIFICATION DESIGNATION, SEE SHEET A--721
- SMOKE DETECTOR: IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.9.2: AN AUTOMATIC SMOKE DETECTION SYSTEM THAT ACTIVATES THE OCCUPANT NOTIFICATION SYSTEM IN ACCORDANCE WITH SECTION 907.5 SHALL BE INSTALLED IN CORRIDORS, WAITING AREAS OPEN TO CORRIDORS AND HABITABLE SPACES OTHER THAN SLEEPING UNITS AND KITCHENS. SMOKE DETECTORS SHALL MEET THE REQUIREMENTS OF UL 268 AND SHALL MEET THE REQUIREMENTS OF NFPA 72. SEE ADDITIONAL REQUIREMENTS FOR SMOKE DETECTORS ON ELECTRICAL DRAWINGS. SMOKE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.
- CARBON MONOXIDE DETECTOR: SEE ADDITIONAL REQUIREMENTS FOR CARBON MONOXIDE DETECTORS ON ELECTRICAL DRAWINGS. CARBON MONOXIDE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.
- DROPPED CEILING AREA/DROPPED SOFFIT FOR HVAC EQUIPMENT & PLUMBING LINES SEE MECHANICAL & PLUMBING DRAWINGS: FINISH CEILING HEIGHT IS TO BE 7'--0" UNLESS NOTED OTHERWISE.
- SUPPLY AIR REGISTER, SEE MECHANICAL DRAWINGS
- BATHROOM EXHAUST FAN, SEE MECHANICAL DRAWINGS

KEY NOTES

1. DWELLING UNIT PRIMARY ENTRANCE/EGRESS DOOR: AT ALL DWELLING UNIT ENTRY DOORS PROVIDE A MEANS FOR VISUALLY IDENTIFYING A VISITOR WITHOUT OPENING THE RESIDENTIAL DWELLING UNIT ENTRY. ALL VIEWERS SHALL BE INSTALLED AT A HEIGHT NOT TO EXCEED 58" A.F.F. VIEWING ANGLE SHALL BE CENTERED IN THE VERTICAL AXIS OF THE DOOR. THE TOP OF THE DOOR VIEWER SHALL BE NO HIGHER THAN 58" A.F.F. AT MOBILITY ACCESSIBLE DWELLING UNITS PROVIDE AN ADDITIONAL VIEWER WITH ITS TOP MOUNTED NO HIGHER THAN 43" A.F.F.
2. CLOTHES CLOSET -- PROVIDE BLOCKING/BACKING IN WALLS TO STRUCTURALLY SUPPORT AND ACCOMMODATE ADJUSTABLE HEIGHT SHELF/SHELVING AND CLOTHES ROD(S). SHELVING & CLOSET RODS SHALL BE ABLE TO BE MOUNTED AT WITH A STANDARD HEIGHT AND WITHIN AN ACCESSIBLE REACH RANGE FULLY MOBILITY ACCESSIBLE UNITS MUST HAVE ONE TYPE OF STORAGE FACILITY (TOP OF ACCESSIBLE SHELF/SHELVES AND ACCESSIBLE CLOTHES ROD WITHIN AN ACCESSIBLE REACH RANGE COMPLYING WITH 11B--308. REFER TO DETAIL 5 / A--912
3. PROVIDE PVC P-TRAP WITH FLOOR DRAIN AT WASHER, SEE DETAIL 6&9 / A--992
4. 3--WALL SURROUND SHOWER/TUB COMBINATION, SEE PLUMBING DRAWINGS NOTE: NON--PAPER FACED MOISTURE RESISTANCE BACKER BOARDS ARE TO INSTALLED BEHIND 3--WALL SURROUND SHOWER/TUB COMBINATIONS
5. WALL MOUNTED APARTMENT UNIT IDENTIFICATION PER CBC 11B--216.2 AND 11B--703. SEE DEFINED SIGNAGE SUBMITTAL
6. SECOND FLOOR BALCONY: TRAFFIC COATING FLOOR FINISH SEE PLUMBING DRAWINGS FOR TYPE OF STORAGE FACILITY (TOP OF ACCESSIBLE SHELF/SHELVES AND ACCESSIBLE CLOTHES ROD WITHIN AN ACCESSIBLE REACH RANGE COMPLYING WITH 11B--308. REFER TO DETAIL 18 / A--941
7. ELECTRICAL WALL PANEL, SEE ELECTRICAL DRAWINGS NOTE: TOP OF THE HIGHEST HAND ACTIVATING PART OF PUSH BUTTONS FOR 3 CALLBOX, DOOR BELLS, AND CIRCUIT BREAKERS ARE TO BE AT 48" MAXIMUM ABOVE THE FINISH FLOOR
8. VERTICAL EXHAUST DUCT, SEE VERTICAL THROUGH 1--HR RATED SHAFT, 3&5 / A--982 AND 9 / A--962 SEE ELECTRICAL DRAWINGS NOTES; SEE MECHANICAL DRAWINGS
9. 3'--6" HIGH METAL GUARDRAIL PER CBC 1015 PAINTED, SEE DETAIL 7&8 / A--941
10. GROUND LEVEL FLOOR PLAN PATIO: CONCRETE SLAB, SEE ARCHITECTURAL DRAWINGS, FLOOR FINISH: BROOM FINISH
11. SECOND FLOOR BALCONY ALUMINUM TRELLIS UNDER DEFERRED SUBMITTAL 1 / A--941
12. DOOR BELL/ BUZZER AT APARTMENT UNIT PRIMARY ENTRANCE NOTE:
    01. OUTSIDE EVERY PRIMARY ENTRANCE TO A RESIDENTIAL DWELLING UNIT WITH ADAPTABLE FEATURES, COMMUNICATION ACCESSIBLE AND MOBILITY ACCESSIBLE FEATURES PROVIDE A HARD--WIRED ELECTRIC DOOR BUZZER, BELL, CHIME OR EQUIVALENT. THE TOP OF THE BUZZER, BELL, CHIME OR EQUIVALENT SHALL BE INSTALLED NO MORE THAN 80" ABOVE THE FLOOR AND CONNECTED TO PERMANENT WIRING. CBC 11B--809.5.4. DOOR SIGNAL DEVICES IN EXTERIOR LOCATIONS SHALL BE ILLUMINATED ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE WITHIN THE RESIDENTIAL DWELLING UNIT.
    02. AT COMMUNICATION ACCESSIBLE DWELLING UNITS ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE AND VISIBLE SIGNAL WITHIN THE RESIDENTIAL DWELLING UNIT. WIRED VISIBLE DOORBELL SIGNALS ARE LOCATED IN SLEEPING AREAS, THEY SHALL HAVE CONTROLS TO DEACTIVATE THE SIGNAL. 11B--809.5.5.1

NOTE:
ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE

FLOOR PLAN GENERAL NOTES:

01A. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY DESIGNATED AS MOBILITY ACCESSIBLE SHALL PROVIDE MOBILITY FEATURES COMPLYING WITH ALL SECTIONS 11B--809.2 THROUGH 11B--809.4.
01B. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL BE ADAPTABLE DWELLING UNITS COMPLYING WITH CBC SECTIONS 11B--809.6 THROUGH 11B--809.12
01C. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL PROVIDE COMMUNICATIONS FEATURES ACCESSIBLE SHALL PROVIDE COMMUNICATIONS FEATURES COMPLYING WITH CBC SECTION 11B--809.5
02. AN ACCESSIBLE ROUTE SHALL BE PROVIDED COMPLYING WITH SECTION 11B--809.7. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL PROVIDE ACCESSIBLE ROUTE THAT PASS THROUGH THE PRIMARY ENTRY DOOR, THROUGH ALL ROOMS WITHIN THE DWELLING UNIT
02. ALL INTERIOR WALLS TO BE 2x4 AND 2X6 WALLS, UNLESS NOTED OTHERWISE.
03. ALL EXTERIOR WALLS TO BE 2x6 WALLS, UNLESS NOTED OTHERWISE.
04. SEE SHEET A--024 & A--024A: FOR EXISTING DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET CALIFORNIA CODE OF REGULATIONS, TITLE 24, FULLY MOBILITY ACCESSIBILITY REQUIREMENTS.
05. SEE SHEET A--024 & A--024A: FOR EXISTING DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET FULLY COMMUNICATIONS ACCESSIBILITY REQUIREMENTS.
06. ALL SHELVES INSIDE ALL CLOSETS, PANTRIES, AND, LINEN CLOSETS TO BE MOUNTED.
NOTE:
THE FOLLOWING IS APPLICABLE TO THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS:
IN ACCORDANCE TO 2022 C.B.C. SECTION 11B--308.2.1: WHERE A FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48 INCHES MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15 INCHES ABOVE THE FLOOR OR GROUND
SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B--308.3.2 SEE DETAIL 5 / A--912
07. IN THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS: THE TOP SURFACE OF ALL SHELVES IN THE CLOSETS SHALL BE MOUNTED AT MAXIMUM 48 INCHES ABOVE the FINISH FLOOR IN ACCORDANCE TO 2022 C.B.C. SECTION 11B--308.3.2, SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B--308.3.2
ON THE ADAPTABLE RESIDENTIAL APARTMENT UNITS TO BE ACCESSIBLE UNITS BACKING IS TO BE INSTALLED FOR SHELVES IN THE CLOSETS, WHERE THE TOP SURFACE OF ALL SHELVES IN SHALL BE MOUNTED AT MAXIMUM 48 INCHES ABOVE THE FINISH FLOOR SEE DETAIL 5 / A--912
08. SEE ELECTRICAL DRAWINGS: INSTALLATION OF THE ELECTRICAL OUTLETS, SWITCHES, AND CONTROLS ARE TO MEET ACCESSIBILITY REQUIREMENTS IN ACCORDANCE TO 2022 C.B.C. SECTIONS 11B--308.1.1 AND 11B--308.1.2. CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH CBC 11B--309
09. EMERGENCY ESCAPE FROM SLEEPING ROOMS SHALL HAVE A MIN. NET CLEAR OPENING DIMENSIONS OF 24" HEIGHT, 20" CLEAR WIDTH, 5.7 SQ. FT. AREA (5.0 SQ. FT. AT GRADE FLOOR) AND 44" MAX. TO BOTTOM OF CLEAR OPENING IS REQUIRED. (CBC 1030)
10. A 72" HIGH NON--ABSORBENT WALL SURFACE SHALL BE PROVIDED IN BATHTUB AND SHOWER COMPARTMENTS. (CBC 2509.2)
11. CLOTHES DRYERS TO BE NON--CONDENSING TYPE ONLY.
12. CLOTHES WASHERS TO BE ENERGY STAR RATED AND WATER--EFFICIENT WITH A MODIFIED ENERGY FACTOR (MEF) = 2.0 AND WATER FACTOR (WF) < 5.5.
13. ALL APPLIANCES MUST BE ENERGY STAR RATED INCLUDING REFRIGERATORS AND DISHWASHERS
14. STORAGE CLOSET DOOR AT PATIO/BALCONY SHALL HAVE KEY LOCKS.

FURRED CEILING GENERAL NOTES

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2
MINIMUM CEILING HEIGHTS
OCCUPIABLE SPACES, HABITABLE SPACES AND CORRIDORS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET 6 INCHES. BATHROOMS, TOILET ROOMS, KITCHENS, STORAGE ROOMS AND LAUNDRY ROOMS SHALL BE PERMITTED TO HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET.
EXCEPTION:
IN ACCORDANCE WITH 2022 C.B.C. SECTION 202
HABITABLE SPACE DEFINITION
A SPACE IN A BUILDING FOR LIVING, SLEEPING, EATING OR COOKING. BATHROOMS, TOILET ROOMS, CLOSETS, HALLS, STORAGE OR UTILITY SPACES AND SIMILAR AREAS ARE NOT CONSIDERED HABITABLE SPACES.
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2.1
FURRED CEILING
ANY ROOM WITH A FURRED CEILING SHALL BE REQUIRED TO HAVE THE MINIMUM CEILING HEIGHT IN NOT LESS THAN 50 PERCENT OF THE AREA THEREOF, BUT IN NO CASE SHALL THE HEIGHT OF THE FURRED CEILING BE LESS THAN 7 FEET.

FIRE DEPARTMENT NOTES:

CARBON MONOXIDE GENERAL NOTES

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.1:
CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN DWELLING UNITS IN THE FOLLOWING LOCATIONS:
01. OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
02. ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT, INCLUDING BASEMENTS
03. WHERE A FUEL--BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, CARBON MONOXIDE DETECTION SHALL BE INSTALLED WITHIN THE BEDROOM
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.2:
CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN SLEEPING UNITS.
EXCEPTION:
CARBON MONOXIDE DETECTION SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE VICINITY OF THE SLEEPING UNIT WHERE THE SLEEPING UNIT OR ITS ATTACHED BATHROOM DOES NOT CONTAIN A FUEL--BURNING APPLIANCE AND IS NOT SERVED BY A FORCE AIR FURNACE.
03. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.1:
CARBON MONOXIDE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE, AND WHEN PRIMARY POWER IS INTERRUPTED, SHALL RECEIVE POWER FROM A BATTERY. WIRING SHALL BE PERMANENT WITHOUT A 240 VOLT DISCONNECTING SWITCH OTHER THAN THAT REQUIRED FOR OVERCURRENT PROTECTION.
EXCEPTIONS:
01. WHERE INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER, BATTERY--POWERED CARBON MONOXIDE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE.
02. CARBON MONOXIDE ALARMS IN GROUP R OCCUPANCIES SHALL BE PERMITTED TO RECEIVE THEIR PRIMARY POWER FROM OTHER POWER SOURCES RECOGNIZED FOR USE BY NFPA 720.
04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.2:
CARBON MONOXIDE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2034. NO PERSON SHALL INSTALL, MANUFACTURE, DISTRIBUTE, OFFER FOR SALE, OR SELL ANY CARBON MONOXIDE DEVICE IN THE STATE OF CALIFORNIA UNLESS THE DEVICE AND INSTRUCTIONS HAVE BEEN APPROVED AND LISTED BY THE OFFICE OF THE STATE FIRE MARSHAL.
05. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.4:
CARBON MONOXIDE/ SMOKE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE TO CARBON MONOXIDE ALARMS. COMBINATION CARBON MONOXIDE/ SMOKE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2034 AND UL 217. COMBINATION CARBON MONOXIDE/SMOKE ALARMS SHALL COMPLY WITH SECTION 915, AND ALL REQUIREMENTS FOR LISTING AND APPROVAL BY THE OFFICE OF THE STATE MARSHALL FOR SMOKE ALARMS.
06. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.5:
WHERE MORE THAN ONE CARBON MONOXIDE ALARM IS REQUIRED TO BE INSTALLED WITHIN THE DWELLING UNIT OR WITHIN A SLEEPING UNIT IN GROUP R OCCUPANCIES, THE ALARM SHALL BE INTERCONNECTED IN A MANNER THAT ACTIVATION OF ONE ALARM SHALL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL UNIT.
07. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.5:
CARBON MONOXIDE AND SMOKE DETECTION SYSTEMS SHALL BE MAINTAINED IN ACCORDANCE WITH NFPA 720 AND CARBON MONOXIDE ALARMS AND CARBON MONOXIDE DETECTORS THAT BECOME INOPERABLE OR BEGIN PRODUCING END OF LIFE SIGNALS SHALL BE REPLACED.
08. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.7:
IN BUILDINGS CONTAINING COVERED MULTIFAMILY DWELLINGS AS DEFINED IN CHAPTER 2, ALL REQUIRED CARBON MONOXIDE ALARMS SHALL BE EQUIPPED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720.
DESIGNATED COMMUNICATIONS ACCESSIBLE UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES.

SMOKE ALARM GENERAL NOTES:

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10:
LISTED SINGLE-- AND MULTIPLE--STATION SMOKE ALARMS COMPLYING WITH UL 217 SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.2.10.1 THROUGH 907.2.10.7 AND NFPA 72.
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.5:
WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN AN INDIVIDUAL LIVELING UNIT OR SLEEPING UNIT IN GROUP R OCCUPANCIES, THE SMOKE ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OF THE ALARMS IN THE DWELLING UNIT OR SLEEPING UNIT. INTERCONNECTION OF SMOKE ALARMS SHALL NOT BE REQUIRED WHERE LISTED WIRELESS ALARMS ARE INSTALLED AND ALL ALARMS SOUND UPON ACTIVATION OF ONE ALARM. THE SMOKE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITH ALL INTERVENING DOORS CLOSED.
03. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.6:
SMOKE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE AND SHALL BE EQUIPPED WITH A BATTERY BACKUP. SMOKE ALARMS WITH INTEGRAL STROBES THAT ARE NOT EQUIPPED WITH BATTERY BACKUP SHALL BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM IN ACCORDANCE WITH SECTION 2702. SMOKE ALARMS SHALL EMIT A SIGNAL WHEN THE BATTERIES ARE LOW. WIRING SHALL BE PERMANENT AND WITHOUT A DISCONNECTING SWITCH OTHER THAN AS REQUIRED FOR OVERCURRENT PROTECTION.
04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.3.2.3:
IN GROUP R--2 OCCUPANCIES REQUIRED BY SECTION 907.10 HAVE A FIRE ALARM SYSTEM, EACH STORY OF DWELLING UNITS AND SLEEPING UNITS SHALL BE PROVIDED WITH NOT LESS THAN ONE SMOKE ALARM. SMOKE ALARMS SHALL COMPLY WITH SECTION 907.2.10 AND NFPA 72. SUCH CAPABILITY SHALL BE PERMITTED TO INCLUDE THE POTENTIAL FOR FUTURE INTERCONNECTION OF THE BUILDING FIRE ALARM SYSTEM WITH THE UNIT SMOKE ALARMS, REPLACEMENT OF AUDIBLE APPLIANCES, OR FUTURE EXTENSION OF THE EXISTING WIRING FROM THE UNIT SMOKE ALARM LOCATIONS TO REQUIRED LOCATIONS FOR VISIBLE APPLIANCES.
05. WHERE PROVIDED IN COMMUNICATIONS ACCESSIBLE RESIDENTIAL DWELLING UNITS REQUIRED TO COMPLY WITH SECTION 11B--809.5, FIRE ALARMS SHALL COMPLY WITH CHAPTER 9, SECTION 907.5.2.3.3 AND CARBON MONOXIDE ALARMS SHALL COMPLY WITH CHAPTER 9, SECTION 915.

ALL REQUIRED CARBON MONOXIDE ALARMS SHALL BE EQUIPPED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720. (CBC 915.7)

DESIGNATED COMMUNICATIONS ACCESSIBLE DWELLING UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES

LICENSED ARCHITECT YVAN TAMAGNI STATE OF CALIFORNIA 3-31-26

DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V)

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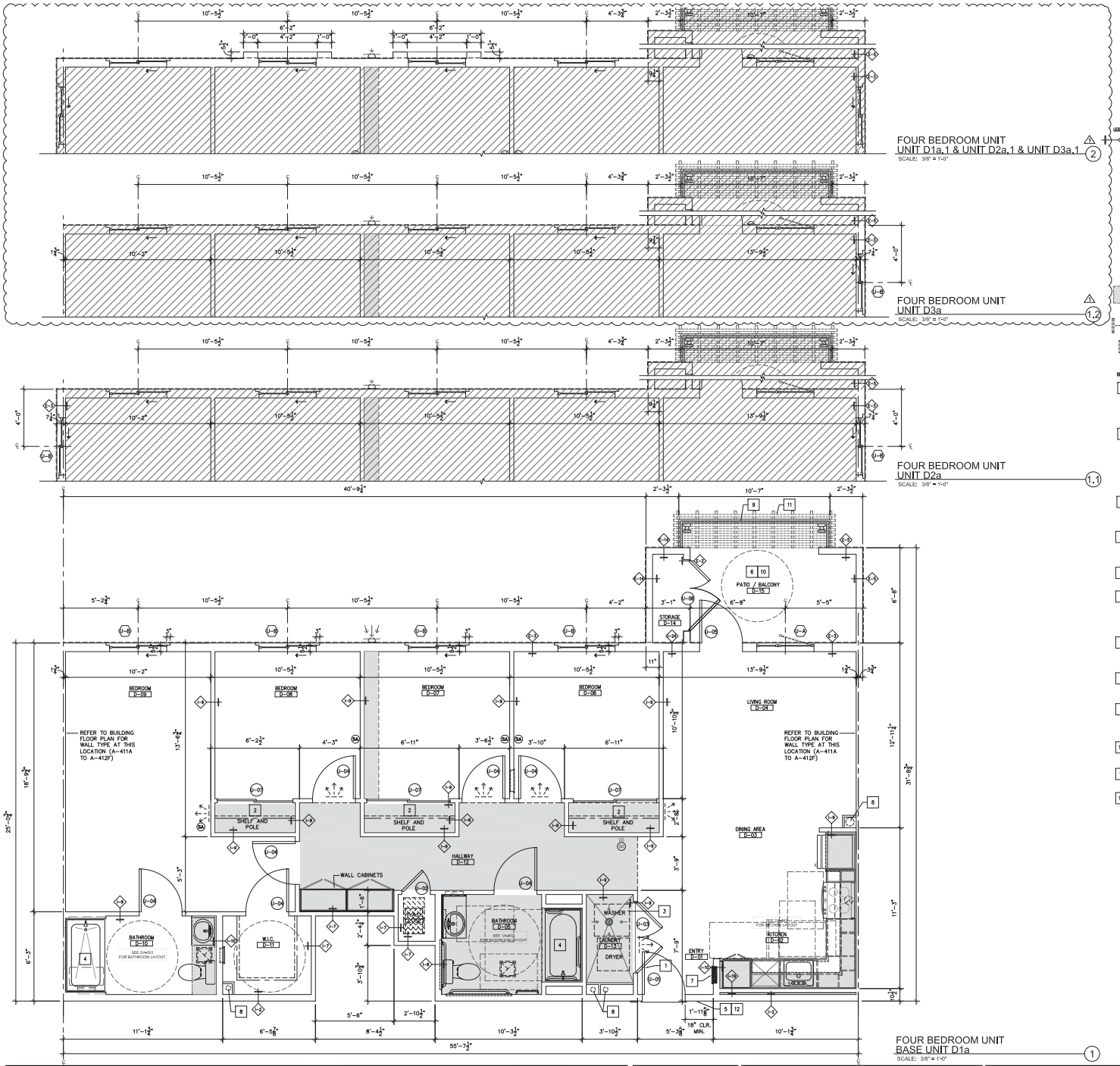
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SHEETS

SHEET NO. A-403

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FIRE ALARM GENERAL NOTES

01. FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 AND CHAPTER 9, SECTIONS 907.5.2.1 AND 907.5.2.3. (CBC 11B-702.1) FIRE ALARM SYSTEMS SHALL HAVE PERMANENTLY INSTALLED AUDIBLE AND VISIBLE ALARMS COMPLYING WITH NFPA 72 (1999 OR 2002 EDITION) INCORPORATED BY REFERENCE. THE MAXIMUM ALLOWABLE SOUND LEVEL OF AUDIBLE NOTIFICATION APPLIANCES COMPLYING WITH SECTION 4-3.2.1 OF NFPA 72 (1999 EDITION) SHALL HAVE A SOUND LEVEL NO MORE THAN 110 DB AT THE MINIMUM HEARING DISTANCE FROM THE AUDIBLE APPLIANCE. ADDITIONAL REQUIREMENTS FOR SOUND LEVELS, REVERBERATION AND INTELLIGIBILITY OF EMERGENCY COMMUNICATION SYSTEMS SHALL COMPLY WITH SECTIONS 4-3 AND 4-4 OF NFPA 72 (1999 EDITION) OR SECTIONS 7.4 AND 7.5 OF NFPA 72 (2002 EDITION), AND CHAPTER 10, SECTIONS 907.5.2.1 AND 907.5.2.3 (CBC 11B-702.1) WHERE FIRE ALARM SYSTEMS AND CARBON MONOXIDE ALARM SYSTEMS (CBC 11B-215.1 SEE EXCEPTION)
02. FIRE ALARM SYSTEM DESIGN IS UNDER SEPARATE PERMIT. SEE FIRE ALARM DRAWINGS FOR ELECTRICAL DRAWINGS FOR FIRE ALARM SYSTEM, SMOKE ALARM, SMOKE DETECTOR CONNECTIONS.

LEGEND:

- WALL TYPE ASSEMBLY DESIGNATION, SEE SHEET A-901 & A-902 FOR WALL TYPE ASSEMBLIES
- DOOR IDENTIFICATION DESIGNATION, SEE SHEET A-711
- WINDOW IDENTIFICATION DESIGNATION, SEE SHEET A-721
- SD — SMOKE DETECTOR:
  IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.9.2: AN AUTOMATIC SMOKE DETECTION SYSTEM THAT ACTIVATES THE OCCUPANT NOTIFICATION SYSTEM IN ACCORDANCE WITH SECTION 907.5 SHALL BE INSTALLED IN CORRIDORS, WAITING AREAS OPEN TO CORRIDORS AND HABITABLE SPACES OTHER THAN SLEEPING UNITS AND KITCHENS. SMOKE DETECTORS SHALL MEET THE REQUIREMENTS OF UL 268 AND SHALL MEET THE REQUIREMENTS OF NFPA 72. SEE ADDITIONAL REQUIREMENTS FOR SMOKE DETECTORS ON ELECTRICAL DRAWINGS. SMOKE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.
- CM — CARBON MONOXIDE DETECTOR:
  SEE ADDITIONAL REQUIREMENTS FOR CARBON MONOXIDE DETECTORS ON ELECTRICAL DRAWINGS. CARBON MONOXIDE DETECTORS SHALL BE INSTALLED PER MANUFACTURER'S REQUIREMENTS AND CBC 915.
- DROPPED CEILING AREA/DROPPED SOFFIT FOR HVAC EQUIPMENT & PLUMBING LINES SEE MECHANICAL & PLUMBING DRAWINGS. FINISH CEILING HEIGHT IS TO BE 7'-0" UNLESS NOTED OTHERWISE.
- SUPPLY AIR REGISTER, SEE MECHANICAL DRAWINGS
- BATHROOM EXHAUST FAN, SEE MECHANICAL DRAWINGS

KEY NOTES

1. DWELLING UNIT PRIMARY ENTRANCE/EGRESS DOOR: AT ALL DWELLING UNIT ENTRY DOORS PROVIDE A MEANS FOR VISUALLY IDENTIFYING A VISITOR WITHOUT OPENING THE RESIDENTIAL DWELLING UNIT ENTRY. ALL MEANS SHALL BE CAPABLE OF BEING USED FROM THE INSIDE OF THE UNIT. THE DEVICES SHALL BE CENTERED ON THE VERTICAL AXIS OF THE DOOR. THE TOP OF THE DOOR VIEWER SHALL BE NO HIGHER THAN 58" A.F.F. AT MOBILITY ACCESSIBLE DWELLING UNITS PROVIDE AN ADDITIONAL VIEWER WITH ITS TOP MOUNTED NO HIGHER THAN 47" A.F.F.
2. CLOTHES CLOSET – PROVIDE BLOCKING/BACKING IN WALLS TO STRUCTURALLY SUPPORT AND ACCOMMODATE ADJUSTABLE HEIGHT SHELF/SHELVING AND CLOTHES ROD(S). SHELVING & CLOSET RODS SHALL BE ABLE TO BE MOUNTED AT BOTH A STANDARD HEIGHT AND WITHIN AN ACCESSIBLE REACH RANGE FULLY MOBILITY ACCESSIBLE UNITS MUST HAVE EACH TYPE OF STORAGE FACILITY (TOP OF ACCESSIBLE SHELF/SHELVES AND ACCESSIBLE CLOTHES ROD WITHIN AN ACCESSIBLE REACH RANGE COMPLYING WITH 11B-308. REFER TO DETAIL 5 / A-912
3. PROVIDE PVC P-TRAP WITH FLOOR DRAIN AT WASHER, SEE DETAIL 8&9 / A-992
4. 3-WALL SURROUND SHOWER/TUB COMBINATION, SEE PLUMBING DRAWINGS
   NOTE:
   MOISTURE-PAPER FACED MOISTURE RESISTANCE BACKER BOARDS ARE TO INSTALLED BEHIND 3-WALL SURROUND SHOWER/TUB COMBINATION
5. WALL MOUNTED APARTMENT UNIT IDENTIFICATION PER CBC 11B-216.2 AND 11B-703. SEE DEFERRED SIGNAGE SUBMITTAL
6. SECOND FLOOR BALCONY: TRAFFIC COATING FLOOR FINISH AVM 100 EVERDECK ICC-ESR 2125 OR APPROVED EQUAL 18 / A-941
7. ELECTRICAL WALL PANEL, SEE ELECTRICAL DRAWINGS
   NOTE:
   TOP OF THE HIGHEST HAND ACTIVATING PART OF PUSH BUTTONS FOR A CALLING DOOR BELLS AND CIRCUIT BREAKERS ARE TO BE AT 48" MAXIMUM ABOVE THE FINISH FLOOR
8. VERTICAL EXHAUST DUCT, USING ROOFING, SMOOTH 1-HR RATED SHAFT, UNLESS OTHERWISE NOTED. SEE MECHANICAL DRAWINGS 3&5 / A-982 9 / A-982
9. 3'-6" HIGH METAL GUARDRAIL, PER CBC 1015 PAINTED, SEE DETAIL 7&8 / A-941
10. GROUND LEVEL FLOOR PLAN PATIO: CONCRETE SLAB, SEE STRUCTURAL DRAWINGS, FLOOR FINISH: BROOM FINISH
11. SECOND FLOOR BALCONY ALUMINUM TRELLIS UNDER DEFERRED SUBMITTAL SEE DETAIL 1 / A-941
12. DOOR BELL/ BUZZER AT APARTMENT UNIT PRIMARY ENTRANCE NOTE:
    01. OUTSIDE EVERY PRIMARY ENTRANCE TO A RESIDENTIAL DWELLING UNIT IN ADAPTABLE UNITS, COMMUNICATION ACCESSIBLE AND MOBILITY ACCESSIBLE FEATURES PROVIDE A HARD-WIRED ELECTRIC DOOR BUZZER, BELL, CHIME OR EQUIVALENT. THE BUTTON OR SWITCH SHALL BE LOCATED 48 INCHES MINIMUM AND 54 INCHES MAXIMUM ABOVE THE FLOOR AND CONNECTED TO PERMANENT WIRING PER CBC 11B-809.5.4. DOOR SIGNAL DEVICES IN EXTERIOR LOCATIONS SHALL BE ILLUMINATED ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE WITHIN THE RESIDENTIAL DWELLING UNIT.
    02. AT COMMUNICATION ACCESSIBLE DWELLING UNITS ACTIVATION OF THE BUTTON OR SWITCH SHALL INITIATE AN AUDIBLE TONE AND VISIBLE SIGNAL WITHIN THE RESIDENTIAL DWELLING UNIT. WHERE VISIBLE DOORBELL SIGNALS ARE LOCATED IN SLEEPING AREAS, THEY SHALL HAVE CONTROLS TO DEACTIVATE THE SIGNAL. 11B-809.5.5.1

NOTE:
ALL DIMENSIONS TO FACE OF STUD UNLESS NOTED OTHERWISE

FLOOR PLAN GENERAL NOTES

01A. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY DESIGNATED AS MOBILITY ACCESSIBLE SHALL PROVIDE MOBILITY FEATURES COMPLYING WITH SECTION 11B-809.2 THROUGH 11B-809.4 (CBC 11B-809.1)
01B. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL BE ADAPTABLE DWELLING UNITS COMPLYING WITH CBC SECTIONS 11B-809.5 THROUGH 11B-809.13
01C. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY DESIGNATED AS COMMUNICATION ACCESSIBLE SHALL PROVIDE COMMUNICATIONS FEATURES COMPLYING WITH CBC SECTION 11B-809.5
01D. AN ACCESSIBLE ROUTE SHALL BE PROVIDED COMPLYING WITH SECTION 11B-809.7. ALL RESIDENTIAL DWELLING UNITS IN THIS PUBLIC HOUSING FACILITY SHALL PROVIDE ACCESSIBLE ROUTE THAT PASS THROUGH THE PRIMARY ENTRY DOOR, THROUGH ALL ROOMS WITHIN THE DWELLING UNIT
02. ALL INTERIOR WALLS TO BE 2x4 AND 2X6 WALLS, UNLESS NOTED OTHERWISE
03. ALL EXTERIOR WALLS TO BE 2x6 WALLS, UNLESS NOTED OTHERWISE
04. SEE SHEET A-1004 & A-1004U FOR DEFINED DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET CALIFORNIA CODE OF REGULATIONS, TITLE 24, FULLY MOBILITY ACCESSIBILITY REQUIREMENTS.
05. SEE SHEET A-1004 & A-1004U FOR DEFINED DESIGNATED RESIDENTIAL APARTMENT UNITS THAT ARE TO BE CONSTRUCTED TO MEET FULLY COMMUNICATIONS ACCESSIBILITY REQUIREMENTS.
06. ALL SHELVES INSIDE ALL CLOSETS, PANTRIES, AND, LINEN CLOSETS TO BE MOUNTED.
   NOTE:
   THIS FLOORING IS APPLICABLE TO THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS:
   IN ACCORDANCE TO 2022 C.B.C. SECTION 11B-308.2.1:
   WHERE A FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48 INCHES MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15 INCHES ABOVE THE FLOOR OR GROUND
   SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B-308.3.1 SEE DETAIL 5 / A-912
07. IN THE FULLY MOBILITY ACCESSIBLE RESIDENTIAL APARTMENT UNITS: THE TOP SURFACE OF ALL SHELVES IN THE CLOSETS SHALL BE MOUNTED AT MAXIMUM 96 INCHES ABOVE THE FINISH FLOOR.
   IN ACCORDANCE TO 2022 C.B.C. SECTION 11B-308.3.2.
   SIMILAR IN ACCORDANCE TO 2010 A.D.A. STANDARDS SECTION 11B-308.3.2
   ON THE ADAPTABLE RESIDENTIAL APARTMENT UNITS TO BE ACCESSIBLE UNITS: BLOCKING IS TO BE INSTALLED FOR SHELVES IN THE CLOSETS, WHERE THE TOP SURFACE OF ALL SHELVES IN SHALL BE MOUNTED AT MAXIMUM 48 INCHES ABOVE THE FINISH FLOOR 5 / A-912
08. SEE ELECTRICAL DRAWINGS:
   INSTALLATION OF THE ELECTRICAL OUTLETS, SWITCHES, AND CONTROLS ARE TO MEET ACCESSIBILITY REQUIREMENTS IN ACCORDANCE TO 2022 C.B.C. SECTIONS 11B-308.1.1 AND 11B-308.1.2. CONTROLS AND OPERATING MECHANISMS SHALL COMPLY WITH CBC 11B-309.
09. EMERGENCY ESCAPE FROM SLEEPING ROOMS SHALL HAVE A MIN. NET CLEAR OPENING DIMENSIONS OF 24" HEIGHT, 20" CLEAR WIDTH, 5.7 SQ. FT. AREA (5.0 SQ. FT. AT GRADE FLOOR) AND 44" MAX. TO BOTTOM OF CLEAR OPENING IS REQUIRED. (CBC 1029)
10. A 72" HIGH NON-ABSORBENT WALL SURFACE SHALL BE PROVIDED IN BATHTUB AND SHOWER COMPARTMENTS. (CBC 2509.2)
11. CLOTHES DRYERS TO BE NON-CONDENSING TYPE ONLY.
12. CLOTHES WASHERS TO BE ENERGY STAR RATED AND WATER-EFFICIENT WITH A MODIFIED ENERGY FACTOR (MEF) = 2.0 AND WATER FACTOR (WF) = 5.5.
13. ALL APPLIANCES MUST BE ENERGY STAR RATED INCLUDING REFRIGERATORS AND DISHWASHERS
14. STORAGE CLOSET DOOR AT PATIO/BALCONY SHALL HAVE KEY LOCKS.

FURRED CEILING GENERAL NOTES

01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2
   MINIMUM CEILING HEIGHTS
   OCCUPIABLE SPACES, HABITABLE SPACES AND CORRIDORS SHALL HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET 6 INCHES. BATHROOMS, TOILET ROOMS, KITCHENS, STORAGE ROOMS AND LAUNDRY ROOMS SHALL BE PERMITTED TO HAVE A CEILING HEIGHT OF NOT LESS THAN 7 FEET.
   NOTE:
   IN ACCORDANCE WITH 2022 C.B.C. SECTION 202
   HABITABLE SPACE DEFINITION
   A SPACE WHICH IS BUILT FOR LIVING, SLEEPING, EATING OR COOKING. BATHROOMS, TOILET ROOMS, CLOSETS, HALLS, STORAGE OR UTILITY SPACES AND SIMILAR AREAS ARE NOT CONSIDERED HABITABLE SPACES.
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 1207.2.1
   SLOPED CEILING
   ANY ROOM WITH A SLOPED CEILING SHALL BE REQUIRED TO HAVE THE MINIMUM CEILING HEIGHT IN NOT LESS THAN 50% OF AREA THEREOF, BUT IN NO CASE SHALL THE HEIGHT OF THE SLOPED CEILING BE LESS THAN 7 FEET.

FIRE DEPARTMENT NOTES

CARBON MONOXIDE GENERAL NOTES:
01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.1
   CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN DWELLING UNITS IN THE FOLLOWING LOCATIONS:
   01. OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS.
   02. ON EVERY OCCUPIABLE LEVEL OF A DWELLING UNIT, INCLUDING BASEMENTS
   03. WHERE A FUEL-BURNING APPLIANCE IS LOCATED WITHIN A BEDROOM OR ITS ATTACHED BATHROOM, CARBON MONOXIDE DETECTION SHALL BE INSTALLED WITHIN THE BEDROOM
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.2.2
   CARBON MONOXIDE DETECTION SHALL BE INSTALLED IN SLEEPING UNITS.
   EXCEPTION:
   CARBON MONOXIDE DETECTION SHALL BE INSTALLED OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE SLEEPING UNIT WHERE THE SLEEPING UNIT OR ITS ATTACHED BATHROOM DOES NOT CONTAIN A FUEL-BURNING APPLIANCE AND IS NOT SERVED BY A FORCE AIR FURNACE.
03. IN ACCORDANCE WITH 2022 C.B.C. CBC SECTION 915.4.1
   CARBON MONOXIDE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE, AND WHEN PRIMARY POWER IS INTERRUPTED, SHALL RECEIVE POWER FROM A BATTERY. WIRING SHALL BE PERMANENT WITHOUT A DISCONNECTING SWITCH OTHER THAN THAT REQUIRED FOR OVERCURRENT PROTECTION.
   EXCEPTIONS:
   01. WHERE INSTALLED IN BUILDINGS WITHOUT COMMERCIAL POWER, BATTERY-POWERED CARBON MONOXIDE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE.
   02. CARBON MONOXIDE ALARMS IN GROUP R OCCUPANCIES SHALL BE PERMITTED TO RECEIVE THEIR PRIMARY POWER FROM OTHER POWER SOURCES RECOGNIZED FOR USE BY NFPA 720.
04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.2
   CARBON MONOXIDE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2034.
   NO PERSON SHALL INSTALL, MARKET, DISTRIBUTE, OFFER FOR SALE, OR SELL ANY CARBON MONOXIDE DEVICE IN THE STATE OF CALIFORNIA UNLESS THE DEVICE AND INSTRUCTIONS HAVE BEEN APPROVED AND LISTED BY THE OFFICE OF THE STATE FIRE MARSHAL.
05. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.4
   CARBON MONOXIDE/ SMOKE ALARMS SHALL BE AN ACCEPTABLE ALTERNATIVE TO CARBON MONOXIDE ALARMS. COMBINATION CARBON MONOXIDE/ SMOKE ALARMS SHALL BE LISTED IN ACCORDANCE WITH UL 2034 AND UL 217. COMBINATION CARBON MONOXIDE/SMOKE ALARMS SHALL COMPLY WITH SECTION 915, AND ALL REQUIREMENTS FOR LISTING AND APPROVAL BY THE OFFICE OF THE STATE MARSHALL FOR SMOKE ALARMS.
06. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.4.5
   WHERE MORE THAN ONE CARBON MONOXIDE ALARM IS REQUIRED TO BE INSTALLED WITHIN THE DWELLING UNIT OR WITHIN A SLEEPING UNIT IN GROUP R OCCUPANCIES, THE ALARMS SHALL BE INTERCONNECTED IN A MANNER THAT ACTIVATION OF ONE ALARM SHALL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL UNIT.
07. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.5
   WHERE MORE THAN ONE CARBON MONOXIDE DETECTION SYSTEMS SHALL BE MAINTAINED IN ACCORDANCE WITH NFPA 720. CARBON MONOXIDE ALARMS AND CARBON MONOXIDE DETECTORS THAT BECOME INOPERABLE OR BEGIN PRODUCING END OF LIFE SIGNALS SHALL BE REPLACED.
08. IN ACCORDANCE WITH 2022 C.B.C. SECTION 915.7
   IN BUILDINGS CONTAINING COVERED MULTIFAMILY DWELLINGS AS DEFINED IN CHAPTER 2, ALL REQUIRED CARBON MONOXIDE ALARMS SHALL BE EQUIPPED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720.
   DESIGNATED COMMUNICATIONS ACCESSIBLE UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES.

SMOKE ALARM GENERAL NOTES:
01. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10
   LISTED SINGLE- AND MULTIPLE-STATION SMOKE ALARMS COMPLYING WITH UL 217 SHALL BE INSTALLED IN ACCORDANCE WITH SECTIONS 907.2.10.1 THROUGH 907.2.10.7 AND NFPA 72.
02. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.5
   WHERE MORE THAN ONE SMOKE ALARM IS REQUIRED TO BE INSTALLED WITHIN AN INDIVIDUAL DWELLING UNIT OR SLEEPING UNIT IN GROUP R OCCUPANCIES, THE SMOKE ALARMS SHALL BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM SHALL ACTIVATE ALL OF THE ALARMS IN THE INDIVIDUAL DWELLING UNIT OR SLEEPING UNIT. SMOKE ALARMS SHALL NOT BE REQUIRED TO BE INTERCONNECTED WHERE ALARMS ARE INSTALLED AND ALL ALARMS SOUND UPON ACTIVATION OF ONE ALARM. THE ALARM SHALL BE CLEARLY AUDIBLE IN ALL BEDROOMS OVER BACKGROUND NOISE LEVELS WITH ALL INTERVENING DOORS CLOSED.
03. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.2.10.6
   SMOKE ALARMS SHALL RECEIVE THEIR PRIMARY POWER FROM THE BUILDING WIRING WHERE SUCH WIRING IS SERVED FROM A COMMERCIAL SOURCE AND SHALL BE EQUIPPED WITH A BATTERY BACKUP. SMOKE ALARMS WITH STROBES THAT ARE NOT EQUIPPED WITH BATTERY BACKUP SHALL BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM IN ACCORDANCE WITH SECTION 2702. SMOKE ALARMS SHALL EMIT A SIGNAL WHEN THE BATTERIES ARE LOW. WIRING SHALL BE PERMANENT AND WITHOUT A DISCONNECTING SWITCH OTHER THAN AS REQUIRED FOR OVERCURRENT PROTECTION.
04. IN ACCORDANCE WITH 2022 C.B.C. SECTION 907.5.2.3.3
   IN GROUP R-2 OCCUPANCIES REQUIRED BY SECTION 907 TO HAVE A FIRE ALARM SYSTEM, EACH SLEEPING UNIT WITHIN DWELLING AND SLEEPING UNITS SHALL BE EQUIPPED IN ACCORDANCE WITH 72. SUCH CAPABILITY SHALL BE PERMITTED TO INCLUDE THE POTENTIAL FOR FUTURE INTERCONNECTION OF THE BUILDING FIRE ALARM SYSTEM WITH THE UNIT SMOKE ALARMS, REPLACEMENT OF ALARM APPLIANCES, OR FUTURE EXTENSION OF THE EXISTING WIRING FROM THE UNIT SMOKE ALARM LOCATIONS TO REQUIRED LOCATIONS FOR VISIBLE APPLIANCES.
05. WHERE PROVIDED IN COMMUNICATIONS ACCESSIBLE RESIDENTIAL DWELLING UNITS REQUIRED TO COMPLY WITH SECTION 11B-809.5, FIRE ALARMS SHALL COMPLY WITH CHAPTER 9, SECTION 907.5.2.3.3 AND CARBON MONOXIDE ALARMS SHALL COMPLY WITH CHAPTER 9, SECTION 915.
   ALL REQUIRED CARBON MONOXIDE ALARMS SHALL BE EQUIPPED WITH THE CAPABILITY TO SUPPORT VISIBLE ALARM NOTIFICATION IN ACCORDANCE WITH NFPA 720. (CBC 915.7)
   DESIGNATED COMMUNICATIONS ACCESSIBLE DWELLING UNITS SHALL HAVE AUDIBLE AND VISIBLE ALARM NOTIFICATION DEVICES

LICENSED ARCHITECT YVAN TANAGYN 11-30-25 STATE OF CALIFORNIA

DELTA 1 CONSTRUCTION SET: 1/27/2025

JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V)

The above drawings, specifications, ideas, designs and arrangements represented thereby are and shall remain property of the Architect (YM Architects), and no part thereof shall be copied, disclosed to others or used in connection with any other project other than the JFM VILLAS - FAMILY APARTMENTS (VILLA HERMOSA PHASE V) without the written consent of the Architect (YM Architects). Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication. 2019 ©

CONSULTANT

Y&M Architects
255 S. SANTA FE #103, Los Angeles, CA 90012
Tel. 213 623 2107 www.ymarch.com

RESIDENTIAL UNIT FLOOR PLANS:
4 BEDROOM UNIT

JFM VILLAS - FAMILY APARTMENTS (Villa Hermosa - Phase V)
47155 VAN BUREN STREET
INDIO, CALIFORNIA 92201

COACHELLA VALLEY HOUSING COALITION
45-701 MONROE STREET, SUITE G, INDIO CALIFORNIA 92201
TELEPHONE (760) 347-0787

REVISIONS		PLOTTED 1/27/25	SHEET NO.
DELTA 1 REVISIONS		SCALE AS NOTED	A-404
		DRAWN	
		JOB no.	
		SHEETS	

P:\2021\YM\LA HERMOSA SENIORS & FAMILY APARTMENTS PHASE 4 & 5 - CIVIC\01_CADD_SHEETS_FAMILY PHASE 5\A-404.DWG

Exhibit C

Description of Housing

EXHIBIT C

Project Name: JFM Villas Family Apartments

47125 Van Buren St.

Indio, Ca 92201

APN: 612-170-013 Parcel B

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 25

Total Number Units in the Project: 100

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units	31
2 -bedroom units	34
3 -bedroom units	26
4 -bedroom units	8
Manager's units	1 (3-bedroom unit)

Project Based Section 8 Voucher: *Accessible with mobility feature **Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
1 bedroom/1 bath	40%	3	9, 64, 70
2 bedrooms/1 bath	40%	6	6, 25, 31, *43, 48, **57
3 bedrooms/2 bath	30%	3	18, **40, 49
3 bedrooms/2 bath	40%	7	69, 61, 32, 30, 19, 50, 20
3 bedrooms/2 bath	50%	3	73, 80, 82
4 bedrooms/2 bath	30%	3	*13, 62, 66
	Total	**25**	

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- See attached PBV Contract Rent Determination dated: August 15, 2024

Exhibit D

Form of PBV Housing Assistance Payments (HAP) Contract

OMB Approval No. 2577–0169
(exp. 04/30/2026)

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM HOUSING ASSISTANCE PAYMENTS CONTRACT

NEW CONSTRUCTION OR REHABILITATION

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour, including the time for collecting, reviewing and reporting the data. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR § 983.202. The information sets forth the PHA and owner's agreement to provide housing under the project-based component of the Housing Choice Voucher Program. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of the County of Riverside (PHA) and

JFM Villas Family Apartments, L.P. (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (place a check mark in front of the applicable project description).

☑ **Single-Stage Project**

This is a single-stage project. For all contract units, the effective date of the HAP contract is:

_____.

☐ **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed and accepted in stages" (starting on page 9).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage (see 24 CFR 983.207(c)).

e. Term of the HAP contract

1. Beginning of term

The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets PBV inspection requirements. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is:

_____.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the

owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.

b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.

c. The PHA may make vacancy payments to the owner only if:

1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);

2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;

3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.

e. The owner may refer families to the PHA for placement on the PBV waiting list.

f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 through g.5 below, the PHA will not make housing assistance payments under the HAP contract for more than

the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.

2. The limitation in paragraph g.1 does not apply to single-family buildings.

3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph g.1, the PHA shall give preference to the applicable families as listed in g.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.

4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.

5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in g.6 and g.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

☐ Public Housing or Operating Funds;

☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);

☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);

☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

☐ Rent Supplement Program;

☐ Rental Assistance Program;

☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, then skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

☐ Section 236;

☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);

☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);

☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);

☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, then skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:

a Place a check mark here ☐ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:

_____.

b. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:

_____.

c. Place a check mark here ☐ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible youth receiving FUP/FYI assistance:

_____.

9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012: 31 U.S.C. §3729, 3802).

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P. DHILLON DATE 7/23/2025

PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)** Housing Authority of the County of Riverside
By:
Signature of authorized representative
Name and official title (Print)
Heidi Marshall, Executive Director
Date
OWNER **Name of Owner (Print)** JFM Villas Family Apartments, L.P. A California limited partnership
By:
Signature of authorized representative
Pedro S. G. Rodriguez, Executive Director
Name and official title (Print)
Date

EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

STAGE NO. 1: The Contract is hereby executed for the contract units in this stage. **STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER **Name of Owner (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 2: The Contract is hereby executed for the contract units in this stage. **STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER **Name of Owner (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. 3: The Contract is hereby executed for the contract units in this stage. **STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER **Name of Owner (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date

STAGE NO. __: The Contract is hereby executed for the contract units in this stage. **STAGE EFFECTIVE DATE:** The effective date of the Contract for this stage is:
Date
PUBLIC HOUSING AGENCY (PHA) **Name of PHA (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER **Name of Owner (Print)**
By:
Signature of authorized representative
Name and official title (Print)
Date

Exhibit A of HAP

EXHIBIT A

Project Name: JFM Villas Family Apartments

47125 Van Buren St.

Indio, Ca 92201

APN: 612-170-013 Parcel B

Total Number of Project Based Voucher (PBV) Units in Project Covered by HAP Contract: 25

Total Number Units in the Project: 100

Description and Quantity in Project:

Unit Mix Summary

1 -bedroom units	31
2 -bedroom units	34
3 -bedroom units	26
4 -bedroom units	8
Manager's units	1 (3-bedroom unit)

Project Based Section 8 Voucher: *Accessible with mobility feature **Accessible with communication feature

Bedroom/Bathroom	AMI	Quantity	Unit #s and Accessible Features
1 bedroom/1 bath	40%	3	9, 64, 70
2 bedrooms/1 bath	40%	6	6, 25, 31, *43, 48, **57
3 bedrooms/2 bath	30%	3	18, **40, 49
3 bedrooms/2 bath	40%	7	69, 61, 32, 30, 19, 50, 20
3 bedrooms/2 bath	50%	3	73, 80, 82
4 bedrooms/2 bath	30%	3	*13, 62, 66
	Total	**25**	

Initial Rent to Owner for Contract Units (net of HACR utility allowance):

- See attached PBV Contract Rent Determination dated: August 15, 2024

Determination of HAP Contract Anniversary Date

- The anniversary date of the HAP contract is based on the first passed inspection but is set to the first of the following month for consistency.
- Example: If the first passed inspection occurs on 3/20/2025, the HAP contract effective date will be 4/1/2025.
- If the first passed inspection occurs on the 1st of the month, the HAP contract effective date will be that same month (e.g., 3/1/2025 for a 3/1/2025 passed inspection).

Rent Increase Submission Deadline & Processing Requirements

- Owners must submit a Request for Rent Increase Form that includes the proposed contract rent in writing at least 120 days prior to the HAP contract anniversary date to allow for processing and verification, completion of a rent reasonableness determination (24 CFR § 983.303), and finalizing the rent study to determine contract rent.

Late Submission Policy

- If an Owner submits a rent increase request after the 120-day deadline but before the HAP contract anniversary date, the HA may process the request, but the effective date will be set for the next available rent increase cycle rather than the original anniversary date. If a rent increase request is submitted after the HAP contract anniversary date, the HA will not process the request until the next annual rent increase cycle.

Prohibition on Retroactive Rent Increases

- Per 24 CFR § 983.302(b), retroactive rent increases are not permitted. Any approved rent adjustment will be applied only prospectively, beginning on the approved effective date.

HOUSING AUTHORITY
of the County of Riverside

Main Office
5555 Arlington Avenue
Riverside, CA 92504-2506
(951) 351-0700
FAX (951)354-6324
TDD (951) 351-9844

Indio Office
44-199 Monroe, Ste. B
Indio, CA 92201
(760) 863-2828
(760) 863-2838 FAX
TDD (760) 863-2830

Website:harivco.org

August 15, 2024

Coachella Valley Housing Coalition
45701 Monroe St., Suite G
Indio, CA 92201

ATTN: Mary Ann Ybarra, Multi-Family Director

RE: Estimate of Initial Rents – HCV Project-Based Vouchers
JFM VILLAS SENIOR APARTMENTS - INDIO

Dear Ms. Ybarra:

The Housing Authority of the County of Riverside in accordance with the 24 Code of Federal Regulations (CFR) 983.301 has completed a rent comparability analysis to determine the estimated initial rents for the Project-Based Vouchers that will be utilized for the JFM Senior Villas Apartments in Indio. The estimated initial contract rent, FMR Rent Cap, current applicable utility allowance and gross contract rent are as follows:

PBV Contract Rent Determination

Bedroom Size	***0BR***	***1BR***	***2BR***
Rent Requested by Owner	**$1,668**	**$1,772**	**$2,211**
Reasonable Rent	**$1,668** per AffordableHousing.com	**$1,772** per AffordableHousing.com	**$2,211** per AffordableHousing.com
110% of 2024 FMR eff 10/1/23	$1,668 ($1,517 + $151)	$1,772 ($1,611 + $161)	$2,211 ($2,010 + $201)
less Utility Allowance eff 7/1/24	$0	$0	$0
FMR Rent Cap	**$1,668**	**$1,772**	**$2,211**
PBV Contract Rent pursuant to 24 CFR 983.301 (b) - Lowest of (1) Reasonable Rent, (2) Rent requested by Owner, or (3) FMR Rent Cap minus Utility Allowance	**$1,668**	**$1,772**	**$2,211**

Actual rents will be determined prior to execution of the Project-Based Voucher Program Housing Assistance Payment (HAP) Contract. If you have any questions, please feel free to contact me at (951) 343-5464.

Sincerely,

Erlan Gonzalez

Erlan Gonzalez
Principal Development Specialist

24 Code of Federal Regulations (CFR) 983.301 Determining the rent to owner.

(a) *Initial and redetermined rents.* (1) The amount of the initial and redetermined rent to owner is determined in accordance with this section and § 983.302.
(b) *Amount of rent to owner.* Except for certain tax credit units as provided in paragraph (c) of this section, **the rent to owner must not exceed the lowest of:**
(1) An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the unit bedroom size minus any utility allowance; (2) The reasonable rent; or (3) The rent requested by the owner.
(c) Rent to owner for certain tax credit units. (1) This paragraph (c) applies if: (i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42); (ii) The contract unit is not located in a qualified census tract; (iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and (iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with paragraph (b) of this section. (2) In the case of a contract unit described in paragraph (c)(1) of this section, the rent to owner must not exceed the lowest of: (i) The tax credit rent minus any utility allowance; (ii) The reasonable rent; or (iii) The rent requested by the owner. (3) The ''tax credit rent'' is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance). (4) A ''qualified census tract'' is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which: (i) At least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI); or (ii) Where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.
(d) Rent to owner for other tax credit units. Except in the case of a tax-credit unit described in paragraph (c)(1) of this section, the rent to owner for all other tax credit units may be determined by the PHA pursuant to paragraph (b) of this section.
(e) *Reasonable rent.* The PHA shall determine the reasonable rent in accordance with § 983.303. The rent to the owner for each contract unit may at no time exceed the reasonable rent, except in cases where, the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.
(ii) *Redetermination of rent to owner.* When redetermining the rent to owner, the PHA shall use the most recently published FMR and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

Note: Although JFM SENIOR VILLAS APARTMENTS, INDIO is <u>not</u> located within a Qualified Census Tract (QCT 495.01) 24 CFR 983.301(c) pertaining to tax credits mentioned above does not apply because the tax credit rents do not exceed the fair market rent as determined in 24 CFR 983.301(b).

24 CFR 983.302 Redetermination of rent to owner.
(a) The PHA must redetermine the rent to owner:
(1) Upon the owner's request; or (2) When there is a 10 percent decrease in the published FMR.
(b) *Rent increase.* (1) The PHA may not make any rent increase other than an increase in the rent to owner as determined pursuant to § 983.301. (Provisions for special adjustments of contract rent pursuant to 42 U.S.C. 1437f(b)(2)(B) do not apply to the voucher program.)
(2) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the PHA. The length of the required notice period of the owner request for a rent increase at the annual anniversary may be established by the PHA. The request must be submitted in the form and manner required by the PHA.

[Refer to 24 CFR 983.1, 983.2, 982.308(g)(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements.]

(3) The PHA may not approve, and the owner may not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.
(c) *Rent decrease.* (1) If there is a decrease in the rent to owner, as established in accordance with § 983.301, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment. (2) If the PHA has elected within the HAP contract to not reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner for dwelling units under the initial HAP contract, except: (i) To correct errors in calculations in accordance with HUD requirements; (ii) If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to § 983.55; or (iii) If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant.
(d) *Notice of rent redetermination.* Rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent (as determined in accordance with 24 CFR 983.301 and 983.302). The PHA notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.
(e) *Contract year and annual anniversary of the HAP contract.* (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term. (2) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.
(3) See § 983.207(c) for information on the annual anniversary of the HAP contract for contract units completed in stages.

24 CFR 983.207(c) Staged completion of contract units. Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA **Housing Authority of the County of Riverside, CA**		Unit Type: **Multi-Family (Apartment)**				Date (mm/dd/yyyy) **7-1-2024**	
Utility of Service (Standard)	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19.00	$22.00	$25.00	$27.00	$28.00	$31.00
	Bottle Gas	$60.00	$69.00	$78.00	$87.00	$92.00	$101.00
	Electric ***(avg)***	$16.00	$19.00	$23.00	$27.00	$32.00	$36.00
	Fuel Oil						
Cooking	Natural Gas	$5.00	$5.00	$8.00	$9.00	$13.00	$14.00
	Bottle Gas	$14.00	$14.00	$23.00	$32.00	$41.00	$46.00
	Electric ***(avg)***	$8.00	$10.00	$14.00	$19.00	$23.00	$27.00
Other Electric	***Non-SCE (avg)***	$26.00	$30.00	$42.00	$54.00	$66.00	$77.00
Other Electric	***SCE (Monthly Credit)***	$30.00	$38.00	$58.00	$78.00	$98.00	$119.00
Air Conditioning		$14.00	$17.00	$23.00	$29.00	$36.00	$42.00
Water Heating	Natural Gas	$9.00	$11.00	$16.00	$20.00	$25.00	$30.00
	Bottle Gas	$32.00	$37.00	$50.00	$64.00	$78.00	$96.00
	Electric ***(avg)***	$19.00	$22.00	$28.00	$35.00	$41.00	$47.00
	Fuel Oil						
Water	***(avg)(MF)***	$27.00	$27.00	$30.00	$32.00	$35.00	$38.00
Sewer	***(avg)(MF)***	$34.00	$34.00	$34.00	$34.00	$34.00	$34.00
Trash Collection	***(avg)***	$32.00	$32.00	$32.00	$32.00	$32.00	$32.00
Other specify: Electric Charge $25.83 (Non SCE/Non-Rev Public Monthly)		$26.00	$26.00	$26.00	$26.00	$26.00	$26.00
Other specify: Natural Gas Charge $5.10		$5.00	$5.00	$5.00	$5.00	$5.00	$5.00
Other specify: Electric Charge $41.79 (Monthly (Riverside Public Utilities)		$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
Range/Microwave		$11.00	$11.00	$11.00	$11.00	$11.00	$11.00
Refrigerator		$12.00	$12.00	$12.00	$12.00	$12.00	$12.00

Actual Family Allowances- May be used by the family to compute allowance while searching for a unit.

Head of Household Name

JFM Villas Senior Apts

Unit Address

47155 Van Buren St. Indio, CA 92201

Number of Bedrooms

UA: 0 BR $0; 1 BR $0; 2 BR $0

Utility/Service/Appliance	Allowance
Heating	
Cooking	
Other Electric	
Air Conditioning	**OWNER**
Water Heating	
Water	**PAYS**
Sewer	
Trash Collection	**ALL**
Other	
Range/Microwave	**UTILITIES**
Refrigerator	
Total	

adapted from form HUD-52667
(04/2023)

The Nelrod Company 1/2024 Update



FY 2024 FAIR MARKET RENT DOCUMENTATION SYSTEM

10/1/2023 - 9/30/2024

The FY 2024 Riverside-San Bernardino-Ontario, CA MSA FMRs for All Bedroom Sizes

Final FY 2024 & Final FY 2023 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2024 FMR	$1,517	$1,611	$2,010	$2,707	$3,304

The Riverside-San Bernardino-Ontario, CA MSA consists of the following counties: Riverside County, CA; and San Bernardino County, CA. All information here applies to the entirety of the Riverside-San Bernardino-Ontario, CA MSA.

FY 2024 FMR EFFECTIVE 10/1/2023 THROUGH 9/30/2024

https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2024_code/2024summary.odn?&year=2024&fmrtype=Final&cbsasub=METRO40140M40140

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
$1,517	$1,611	$2,010	$2,707	$3,304	$3,799	$4,295	$4,790

CALCULATE 110% OF FMR BY BEDROOM SIZE (MUST ROUND DOWN)

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
100% FMR	$1,517	$1,611	$2,010	$2,707	$3,304	$3,799	$4,295	$4,790
10% FMR	151	161	201	270	330	379	429	479
110% FMR	$1,668	$1,772	$2,211	$2,977	$3,634	$4,178	$4,724	$5,269

Proceed to next step of deducting utility allowance from 110% of FMR to determine FMR RENT CAP

	0 Bedroom (Efficiency)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom	7 Bedroom
110% FMR	$1,668	$1,772	$2,211	$2,977	$3,634	$4,178	$4,724	$5,269
Minus Utility Allowance	$0	$0	$0					
FMR RENT CAP	**$1,668**	**$1,772**	**$2,211**					

Attach Utility Allowance Calculation for each BR Size

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	47155 Van Buren St	47340 Jefferson St	79661 Avenue 42	78650 Avenue 42 1810
Model		0/1/0/800	0/1/0/400	0/2/0/960
City	Indio 92201	Indio 92201	Bermuda Dunes 92203	Bermuda Dunes 92203
LOCATION				
Subdivision				
Proximity to Subject		3.95	5.07	5.87
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
Size				
Beds/Baths/Half Baths	0/1/0	0/1/0	0/1/0	0/2/0
Sq. Ft.	573	800	400	960
Adjustment		Superior / Adj: -$40.86	Inferior / Adj: $31.14	Superior / Adj: -$114.66
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AGE				
Year Built	2025		1981	1988
Adjustment		Similar / Adj: $0.00	Inferior / Adj: $150.00	Inferior / Adj: $158.00
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $60.00	Inferior / Adj: $75.00	Inferior / Adj: $79.00
UTILITIES				
Heat	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Electric / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: $132.00	Inferior / Adj: $132.00	Inferior / Adj: $132.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AMENITIES				
Amenities	Ceiling Fans, Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Refrigerator, Stove	Washer, Dryer, Garbage Disposal, W/D Hookups, Pool, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove, Fireplace	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Central
Parking	1 Covered Space	Unknown	1 - Carport	None
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: $5.00	Inferior / Adj: $15.00	Superior / Adj: -$10.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		4/22/2024	4/12/2024	6/20/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	$1,668.00	$1,200.00	$1,500.00	$1,580.00
Actual Rent				
Adjustment		$156.14	$403.14	$244.34
Adjusted Monthly Rent		$1,356.14	$1,903.14	$1,824.34

COMPARABLE BREAKDOWN

14,508	Recent comparables in jurisdiction
288	Similar 0 bedroom comparables in Riverside County
5	Similar 0 bedroom comparables in the City of Indio
15	Within 6.00 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 08/12/2024 to be $1,694.54.

The adjusted reasonable rent range is $1,356.14 to $1,903.14.

Requested Rent Amount: $1,668.00 Rent Approved: $1,668.00.

RR Certifier Signature: *Erlan Gonzalez*

QC Certifier Signature:

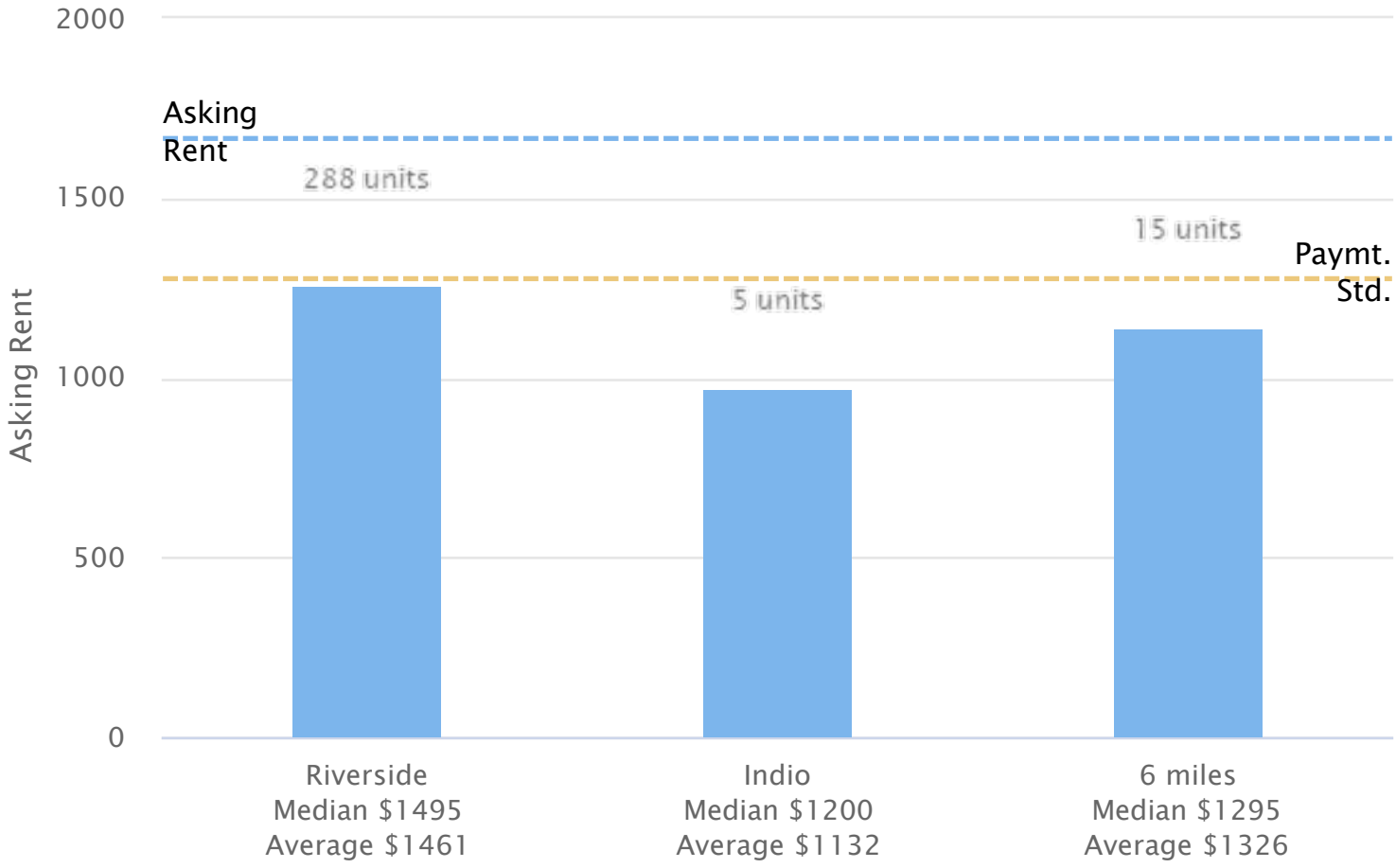
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $1,668.00 IS reasonable, and the approved rent of $1,668.00 IS reasonable.

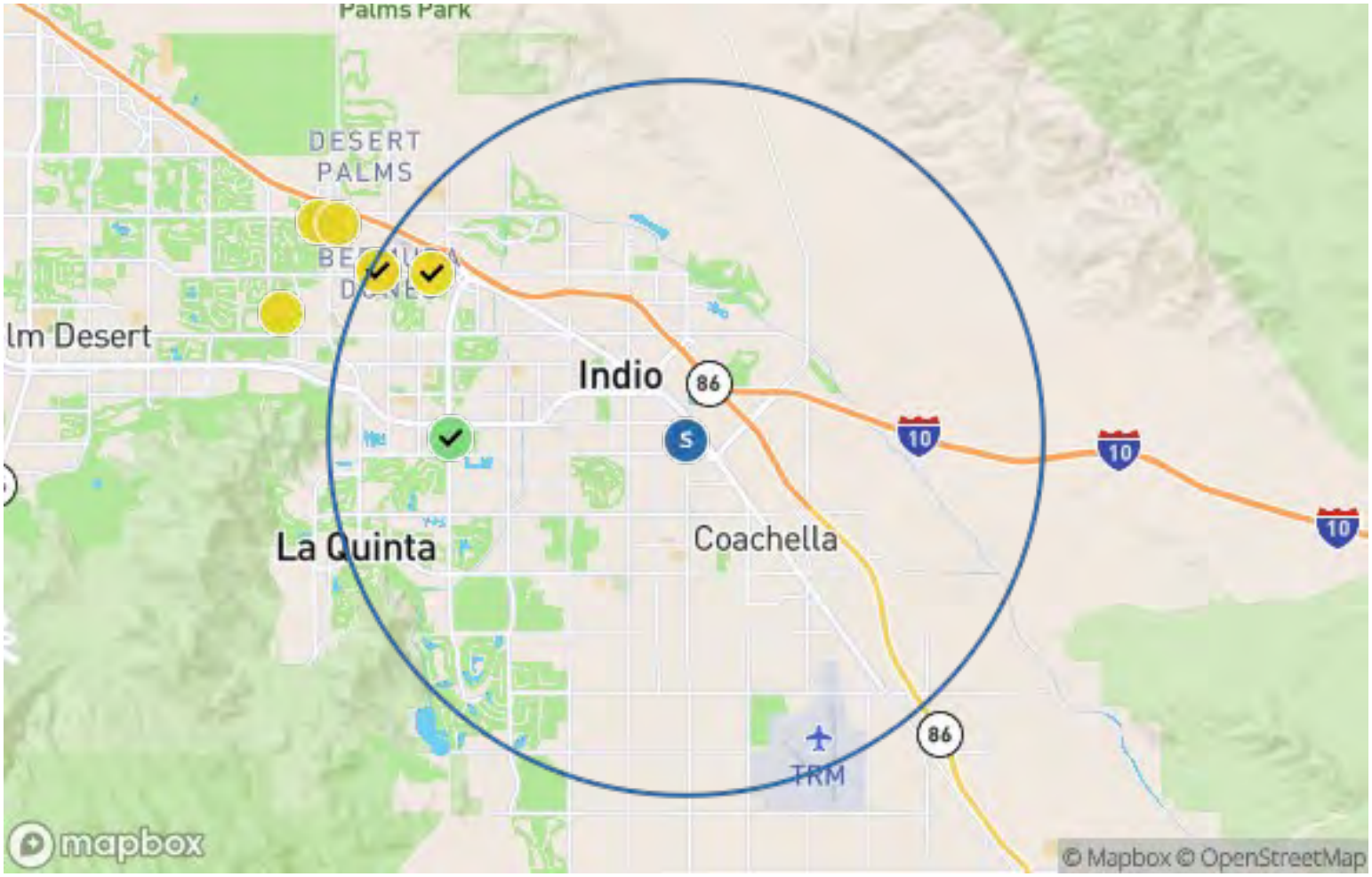
Certification ID	D58326E0-F88D-47B9-9293-B36EAD76900B
Certification Date	2024-8-12
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	Initial Rent Study
Voucher Bedroom	
Family Name	JFM Villas Senior
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ Non-SCE
Page	1 of 1 excluding appendices.

Local Market Analysis

2000

Local Market Analysis





The adjusted reasonable rent range is $1,356.14 to $1,903.14.

Comparable 1: $1,356.14 93.46% Very Similar

The adjusted reasonable rent range is $1,356.14 to $1,903.14.

Comparable 1: **$1,356.14** 93.46% Very Similar

Comparable 2: **$1,903.14** 80.72% Somewhat Similar

Comparable 3: **$1,824.34** 84.84% Somewhat Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Living area for comparable is superior to subject (-$40.86 adjustment)
Quality for comparable is inferior to subject ($60.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Heating utility for comparable is inferior to subject ($16.00 adjustment)
Cooking utility for comparable is inferior to subject ($8.00 adjustment)
Hot water utility for comparable is inferior to subject ($19.00 adjustment)
Other electic utility for comparable is inferior to subject ($26.00 adjustment)
Cooling utility for comparable is inferior to subject ($14.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($156.14)

Comparable 2:
Living area for comparable is inferior to subject ($31.14 adjustment)
Condition for comparable is inferior to subject ($150.00 adjustment)
Quality for comparable is inferior to subject ($75.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Heating utility for comparable is inferior to subject ($16.00 adjustment)
Cooking utility for comparable is inferior to subject ($8.00 adjustment)
Hot water utility for comparable is inferior to subject ($19.00 adjustment)
Other electic utility for comparable is inferior to subject ($26.00 adjustment)
Cooling utility for comparable is inferior to subject ($14.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($403.14)

Comparable 3:
Living area for comparable is superior to subject (-$69.66 adjustment)
Condition for comparable is inferior to subject ($158.00 adjustment)
Quality for comparable is inferior to subject ($79.00 adjustment)
Full bath count for comparable is superior to subject (-$45.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Gated community for comparable is superior to subject (-$10.00 adjustment)
Parking for comparable is inferior to subject ($15.00 adjustment)
Heating utility for comparable is inferior to subject ($16.00 adjustment)
Cooking utility for comparable is inferior to subject ($8.00 adjustment)
Hot water utility for comparable is inferior to subject ($19.00 adjustment)
Other electic utility for comparable is inferior to subject ($26.00 adjustment)
Cooling utility for comparable is inferior to subject ($14.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Total adjustment for this property is ($344.34)

Total adjustment for this property is ($244.34)

Initial Rent Study 8-12-2024 Studio

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	47155 Van Buren St	46595 Vargas Rd 28	50313 Camino Loreto	82165 Doctor Carreon Blvd 24F1
Model		1/1/0/600	1/1/0/400	1/1/0/680
City	Indio 92201	Indio 92201	Coachella 92236	Indio 92201
LOCATION				
Subdivision				
Proximity to Subject		0.81	1.51	1.87
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
Size				
Beds/Baths/Half Baths	1/1/0	1/1/0	1/1/0	1/1/0
Sq. Ft.	715	600	400	680
Adjustment		Inferior / Adj: $20.70	Inferior / Adj: $56.70	Similar / Adj: $0.00
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AGE				
Year Built	2025	1982		1985
Adjustment		Inferior / Adj: $149.50	Similar / Adj: $0.00	Inferior / Adj: $177.30
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $74.75	Inferior / Adj: $74.50	Inferior / Adj: $88.65
UTILITIES				
Heat	Electric / Owner	Natural Gas / Owner	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Owner	City Water / Owner	City Water / Owner
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: $125.00	Inferior / Adj: $147.00	Inferior / Adj: $147.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash	Lawn, Pest, Trash
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AMENITIES				
Amenities	Ceiling Fans, Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Refrigerator, Stove	Washer, Dryer, Garbage Disposal, W/D Hookups, Refrigerator, Stove	Washer, Dryer, Garbage Disposal, W/D Hookups, Refrigerator, Stove	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Pool, Refrigerator, Stove, Gated Community
AC	Central	Central	Central	Central
Heat	Central	Central	Unknown	Unknown
Parking	1 Covered Space	Unknown	None	None
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: $30.00	Inferior / Adj: $45.00	Superior / Adj: -$10.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		4/15/2024	4/11/2024	4/18/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	$1,772.00	$1,495.00	$1,490.00	$1,773.00
Actual Rent				
Adjustment		$399.95	$323.20	$402.95
Adjusted Monthly Rent		$1,894.95	$1,813.20	$2,175.95

COMPARABLE BREAKDOWN	
14,508	Recent comparables in jurisdiction
1,571	Similar 1 bedroom comparables in Riverside County
30	Similar 1 bedroom comparables in the City of Indio
24	Within 2.00 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 08/12/2024 to be $1,961.37.

The adjusted reasonable rent range is $1,813.20 to $2,175.95.

Requested Rent Amount: $1,772.00 Rent Approved: $1,772.00.

RR Certifier Signature: *Erlan Gonzalez*

QC Certifier Signature:

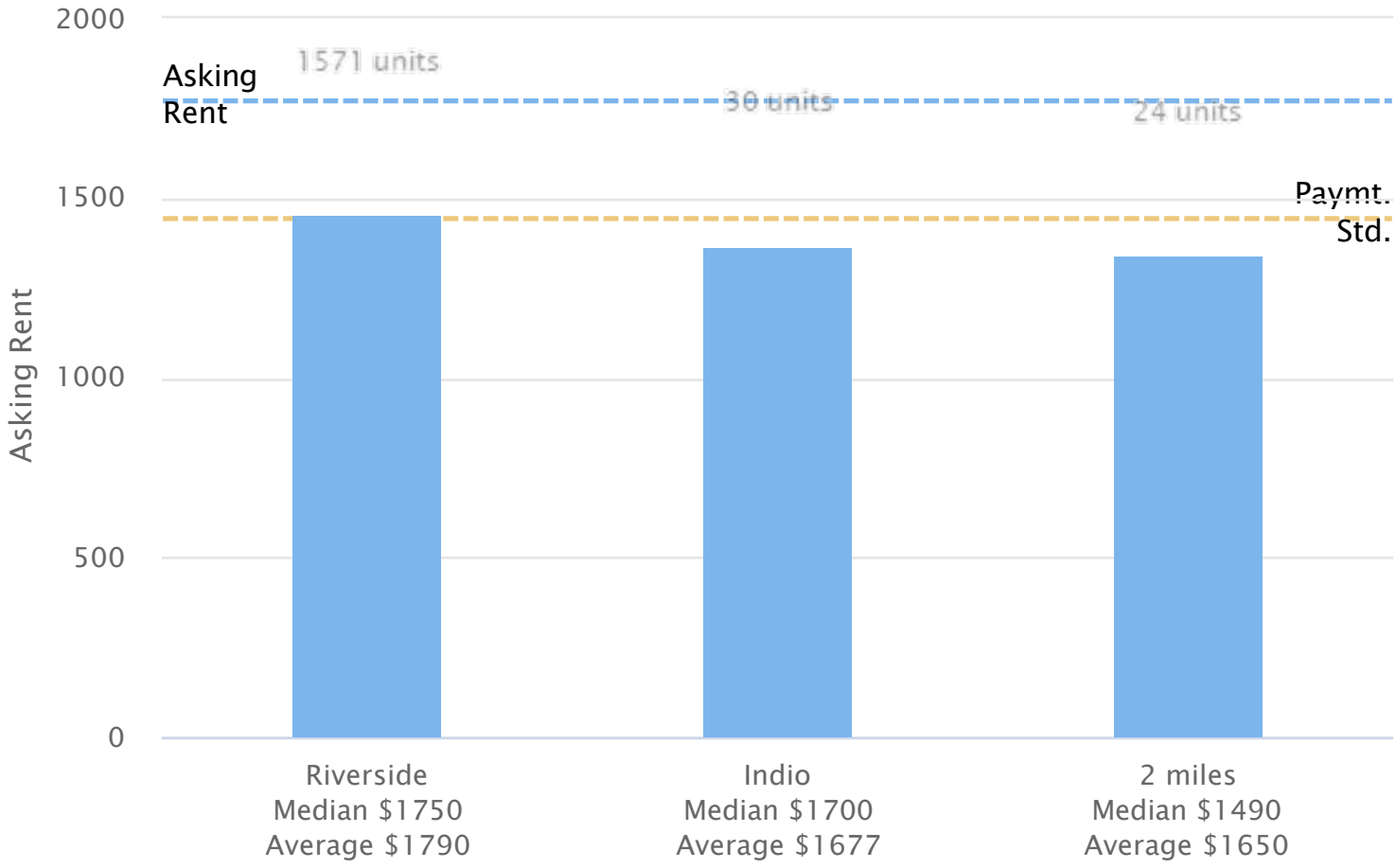
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $1,772.00 IS reasonable, and the approved rent of $1,772.00 IS reasonable.

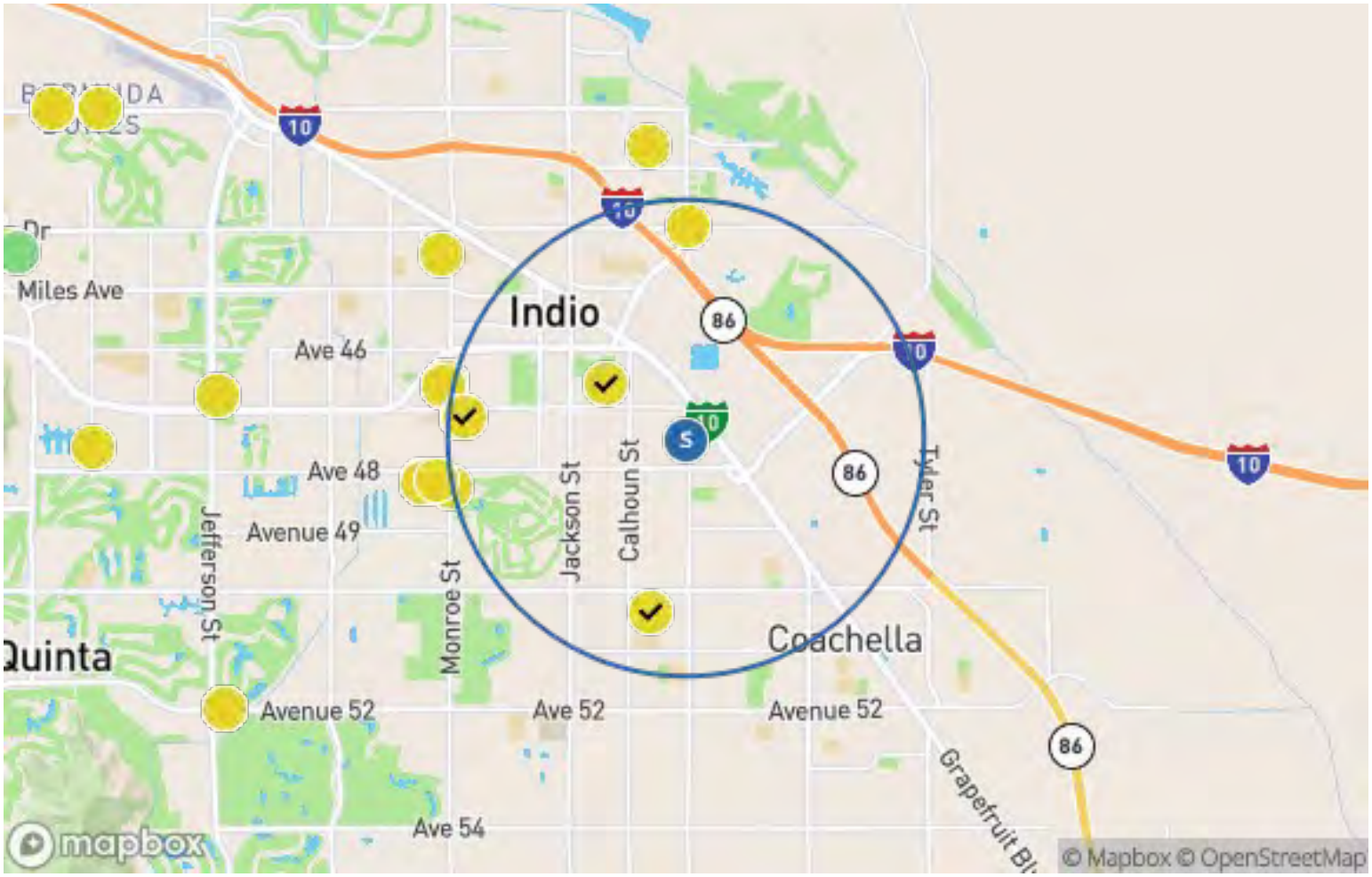
Certification ID	F4BA67EB-BF88-4345-815D-ADEC2836839A
Certification Date	2024-8-12
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	Initial Rent Study
Voucher Bedroom	1
Family Name	JFM Villas Senior Ap
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ Non-SCE
Page	1 of 1 excluding appendices.

Local Market Analysis



Local Market Analysis





The adjusted reasonable rent range is $1,813.20 to $2,175.95.

Comparable 1: $1,894.95 80.38% Somewhat Similar

The adjusted reasonable rent range is $1,813.20 to $2,175.95.

Comparable 1: **$1,894.95** 80.38% Somewhat Similar

Comparable 2: **$1,813.20** 87.39% Somewhat Similar

Comparable 3: **$2,175.95** 83.02% Somewhat Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Living area for comparable is inferior to subject ($20.70 adjustment)
Condition for comparable is inferior to subject ($149.50 adjustment)
Quality for comparable is inferior to subject ($74.75 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Heating utility for comparable is superior to subject (-$3.00 adjustment)
Cooking utility for comparable is inferior to subject ($10.00 adjustment)
Hot water utility for comparable is inferior to subject ($22.00 adjustment)
Other electic utility for comparable is inferior to subject ($30.00 adjustment)
Cooling utility for comparable is inferior to subject ($17.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($399.95)

Comparable 2:
Living area for comparable is inferior to subject ($56.70 adjustment)
Quality for comparable is inferior to subject ($74.50 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Parking for comparable is inferior to subject ($15.00 adjustment)
Heating utility for comparable is inferior to subject ($19.00 adjustment)
Cooking utility for comparable is inferior to subject ($10.00 adjustment)
Hot water utility for comparable is inferior to subject ($22.00 adjustment)
Other electic utility for comparable is inferior to subject ($30.00 adjustment)
Cooling utility for comparable is inferior to subject ($17.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($323.20)

Comparable 3:
Condition for comparable is inferior to subject ($177.30 adjustment)
Quality for comparable is inferior to subject ($88.65 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Gated community for comparable is superior to subject (-$10.00 adjustment)
Parking for comparable is inferior to subject ($15.00 adjustment)
Heating utility for comparable is inferior to subject ($19.00 adjustment)
Cooking utility for comparable is inferior to subject ($10.00 adjustment)
Hot water utility for comparable is inferior to subject ($22.00 adjustment)
Other electic utility for comparable is inferior to subject ($30.00 adjustment)
Cooling utility for comparable is inferior to subject ($17.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Total adjustment for this property is ($493.95)

Total adjustment for this property is ($402.95)

JFM Villas Senior Apts 8-12-2024 Initial Rent Study

This rent reasonable certification is based on information provided by others and/or obtained from outside sources. No opinion, warranty, or guarantee of the reliability of the data relied upon is implied or expressed by the use of that data herein, and GOsection8.com does not warrant the correctness of the data. All Data should be verified by the RR Certifier for accuracy.

Rent Reasonable Valuation

	Subject	Comparable 1	Comparable 2	Comparable 3
Address	47155 Van Buren St	48207 Garbo Dr Indian	48207 Garbo Dr Indio	82567 Avenue 48 39
Model		2/1/0/704	2/1/0/0	2/1/1/1024
City	Indio 92201	Indio 92201	Indio 92201	Indio 92201
LOCATION				
Subdivision				
Proximity to Subject		1.18	1.18	1.36
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
Size				
Beds/Baths/Half Baths	2/1/0	2/1/0	2/1/0	2/1/1
Sq. Ft.	939	704	0	1024
Adjustment		Inferior / Adj: $42.30	Similar / Adj: $0.00	Superior / Adj: -$30.00
TYPE				
Property Type	apartment	apartment	apartment	apartment
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
AGE				
Year Built	2025			
Adjustment		Similar / Adj: $0.00	Similar / Adj: $0.00	Similar / Adj: $0.00
CONDITION & QUALITY				
Rating	Above Average	Average	Average	Average
Adjustment		Inferior / Adj: $135.00	Inferior / Adj: $140.00	Inferior / Adj: $125.00
UTILITIES				
Heat	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Hot Water / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Cooking / Paid By	Electric / Owner	Natural Gas / Tenant	Natural Gas / Tenant	Natural Gas / Tenant
Sewer Type / Paid By	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner	Public Sewer / Owner
Water Type / Paid By	City Water / Owner	City Water / Tenant	City Water / Owner	City Water / Tenant
Lights / Other Electric	Owner	Tenant	Tenant	Tenant
Adjustment		Inferior / Adj: $209.00	Inferior / Adj: $179.00	Inferior / Adj: $209.00
MAINTENANCE				
Maintenance	Lawn, Pest, Trash	Trash	Lawn, Pest, Trash	Trash
Adjustment		Inferior / Adj: $10.00	Similar / Adj: $0.00	Inferior / Adj: $10.00
AMENITIES				
Amenities	Ceiling Fans, Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Microwave, Refrigerator, Stove	Washer, Dryer, Garbage Disposal, W/D Hookups, Refrigerator, Stove, Gated Community	Washer, Dryer, Dishwasher, Garbage Disposal, W/D Hookups, Refrigerator, Stove, Gated Community	Garbage Disposal, W/D Hookups, Pool, Stove
AC	Central	Central	Central	Central
Heat	Central	Unknown	Unknown	Unknown
Parking	1 Covered Space	Unknown	Unknown	Unknown
Exterior Features	Balcony			
Lot Size				
Adjustment		Inferior / Adj: $20.00	Inferior / Adj: $5.00	Inferior / Adj: $70.00
RENT ADJUSTMENTS				
Data Source		Internet Listing	Internet Listing	Internet Listing
Date Listed		5/14/2024	12/19/2023	7/10/2024
Date Rented				
Listing Status		Rented	Rented	Rented
Asking Rent	$2,211.00	$2,700.00	$2,800.00	$2,500.00
Actual Rent				
Adjustment		$416.30	$324.00	$384.00
Adjusted Monthly Rent		$3,116.30	$3,124.00	$2,884.00

COMPARABLE BREAKDOWN	
14,508	Recent comparables in jurisdiction
3,291	Similar 2 bedroom comparables in Riverside County
109	Similar 2 bedroom comparables in the City of Indio
18	Within 1.50 miles

CERTIFICATION

I (we) estimate the monthly market rent of the subject as of 08/12/2024 to be $3,041.43.

The adjusted reasonable rent range is $2,884.00 to $3,124.00.

Requested Rent Amount: $2,211.00 Rent Approved: $2,211.00.

RR Certifier Signature: *Erlan Gonzalez*

QC Certifier Signature:

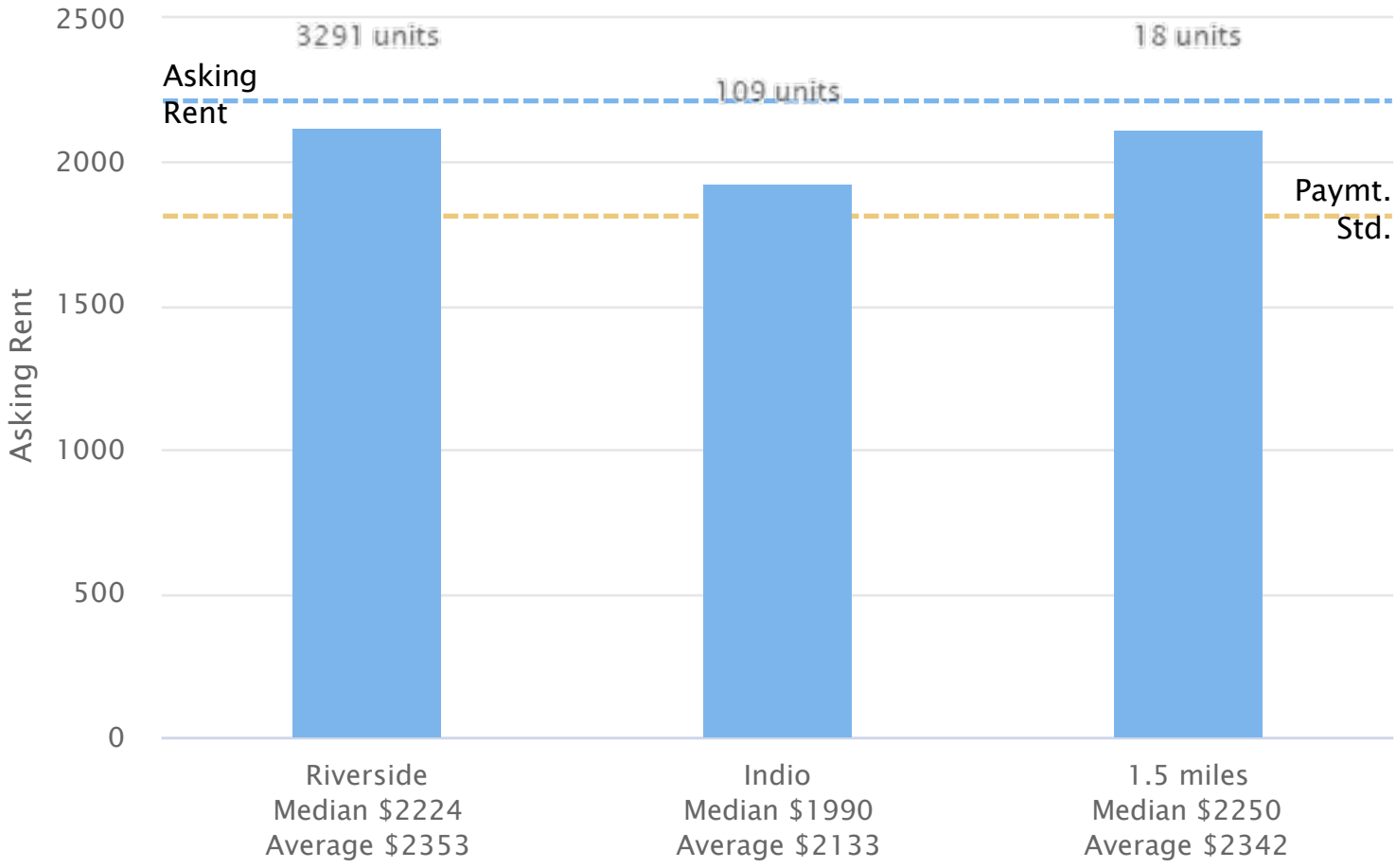
In accordance with 24 CFR 982.4, 982.54 (d) (15), 982.158(f)(7) and 982.507, I certify that based on the information provided to the Housing Authority of the County of Riverside, the requested rent of $2,211.00 IS reasonable, and the approved rent of $2,211.00 IS reasonable.

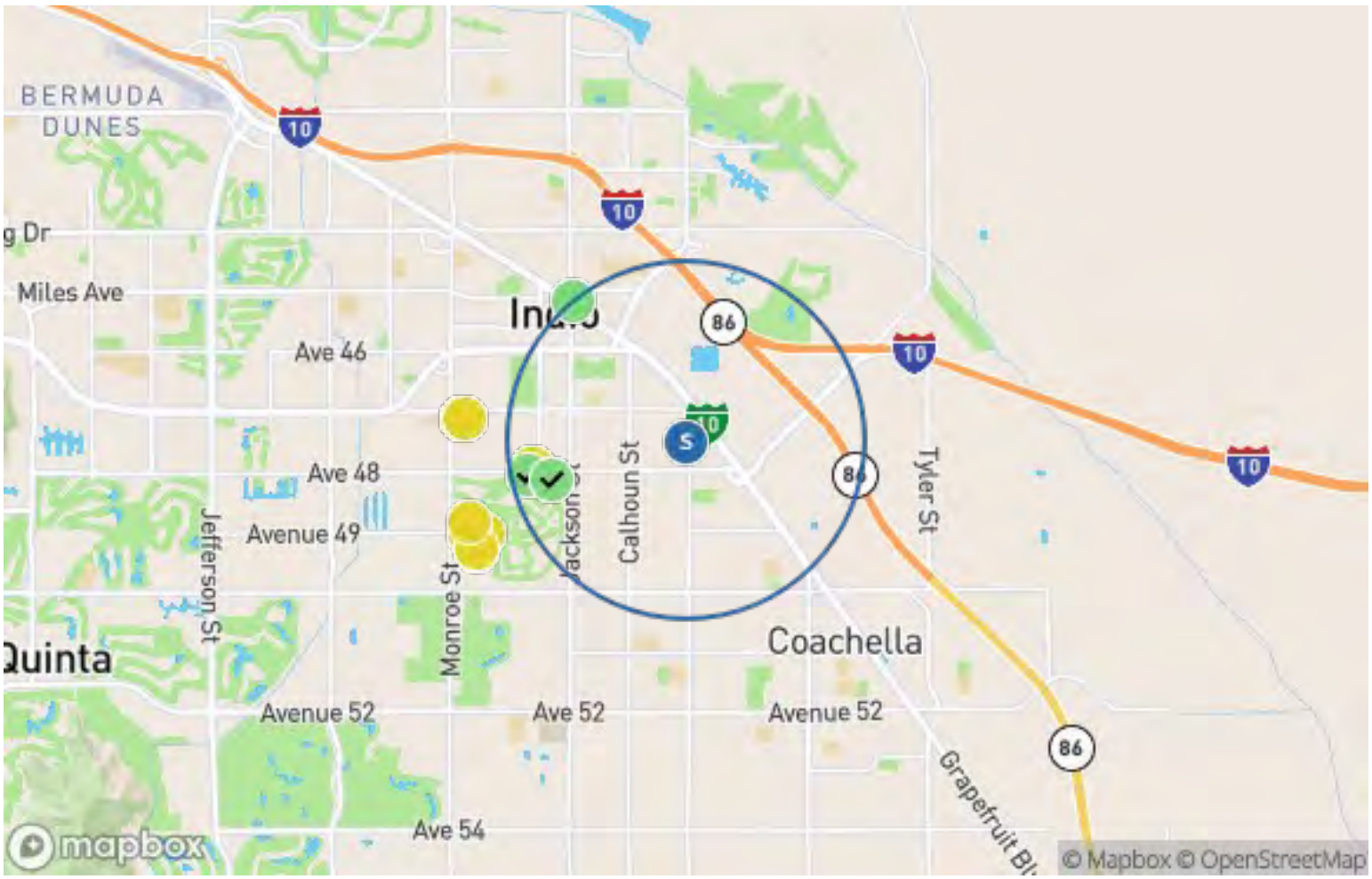
Certification ID	2C8FD229-5639-4CB2-AA11-D63F135E2E98
Certification Date	2024-8-12
Version	AVM 6.1, RRC 7.0, RW5
Client Reference	Initial Rent Study
Voucher Bedroom	2
Family Name	JFM Villas Senior Ap
Housing Authority	Housing Authority of the County of Riverside
Certifier	Erlan Gonzalez
Utility Schedule	7/24 Riverside / Multi- Family/ Standard/ Non-SCE
Page	1 of 1 excluding appendices.

Local Market Analysis



Local Market Analysis





The adjusted reasonable rent range is $2,884.00 to $3,124.00.

Comparable 1: $3,116.30 91.91% Very Similar

The adjusted reasonable rent range is $2,884.00 to $3,124.00.

Comparable 1:	**$3,116.30**	91.91% Very Similar
Comparable 2:	**$3,124.00**	94.19% Very Similar
Comparable 3:	**$2,884.00**	91.20% Very Similar

Comments on market data, property condition, recent improvements, general market conditions, final reconciliation of market rent, or any rent concessions:

Comparable 1:
Living area for comparable is inferior to subject ($42.30 adjustment)
Quality for comparable is inferior to subject ($135.00 adjustment)
Pest service for comparable is inferior to subject ($10.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Gated community for comparable is superior to subject (-$10.00 adjustment)
Heating utility for comparable is inferior to subject ($23.00 adjustment)
Cooking utility for comparable is inferior to subject ($14.00 adjustment)
Hot water utility for comparable is inferior to subject ($28.00 adjustment)
Other electic utility for comparable is inferior to subject ($42.00 adjustment)
Cooling utility for comparable is inferior to subject ($23.00 adjustment)
Water utility for comparable is inferior to subject ($30.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($416.30)

Comparable 2:
Quality for comparable is inferior to subject ($140.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Gated community for comparable is superior to subject (-$10.00 adjustment)
Heating utility for comparable is inferior to subject ($23.00 adjustment)
Cooking utility for comparable is inferior to subject ($14.00 adjustment)
Hot water utility for comparable is inferior to subject ($28.00 adjustment)
Other electic utility for comparable is inferior to subject ($42.00 adjustment)
Cooling utility for comparable is inferior to subject ($23.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)
Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Pool for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($324.00)

Comparable 3:
Quality for comparable is inferior to subject ($125.00 adjustment)
Half bath count for comparable is superior to subject (-$30.00 adjustment)
Pest service for comparable is inferior to subject ($10.00 adjustment)
Microwave for comparable is inferior to subject ($5.00 adjustment)
Refrigerator for comparable is inferior to subject ($25.00 adjustment)
Dish washer for comparable is inferior to subject ($15.00 adjustment)
Ceiling fan for comparable is inferior to subject ($10.00 adjustment)
Pool for comparable is superior to subject (-$25.00 adjustment)
Laundry for comparable is inferior to subject ($40.00 adjustment)
Heating utility for comparable is inferior to subject ($23.00 adjustment)
Cooking utility for comparable is inferior to subject ($14.00 adjustment)
Hot water utility for comparable is inferior to subject ($28.00 adjustment)
Other electic utility for comparable is inferior to subject ($42.00 adjustment)
Cooling utility for comparable is inferior to subject ($23.00 adjustment)
Water utility for comparable is inferior to subject ($30.00 adjustment)
Range/Stove utility for comparable is inferior to subject ($11.00 adjustment)

Refrigerator utility for comparable is inferior to subject ($12.00 adjustment)
Electric service charge for comparable is inferior to subject ($26.00 adjustment)
Gated community for comparable is unknown ($0 adjustment)
Total adjustment for this property is ($384.00)

8-12-2024 Initial Rent Study for JFM Villas Senior Apartments

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An official website of the United States government Here's how you know

OFFICE OF POLICY DEVELOPMENT AND RESEARCH (PD&R)

MENU



2023 and 2024 Small DDAs and QCTs

Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the Federal Register notice published September 21, 2023.

Current zoom: 14

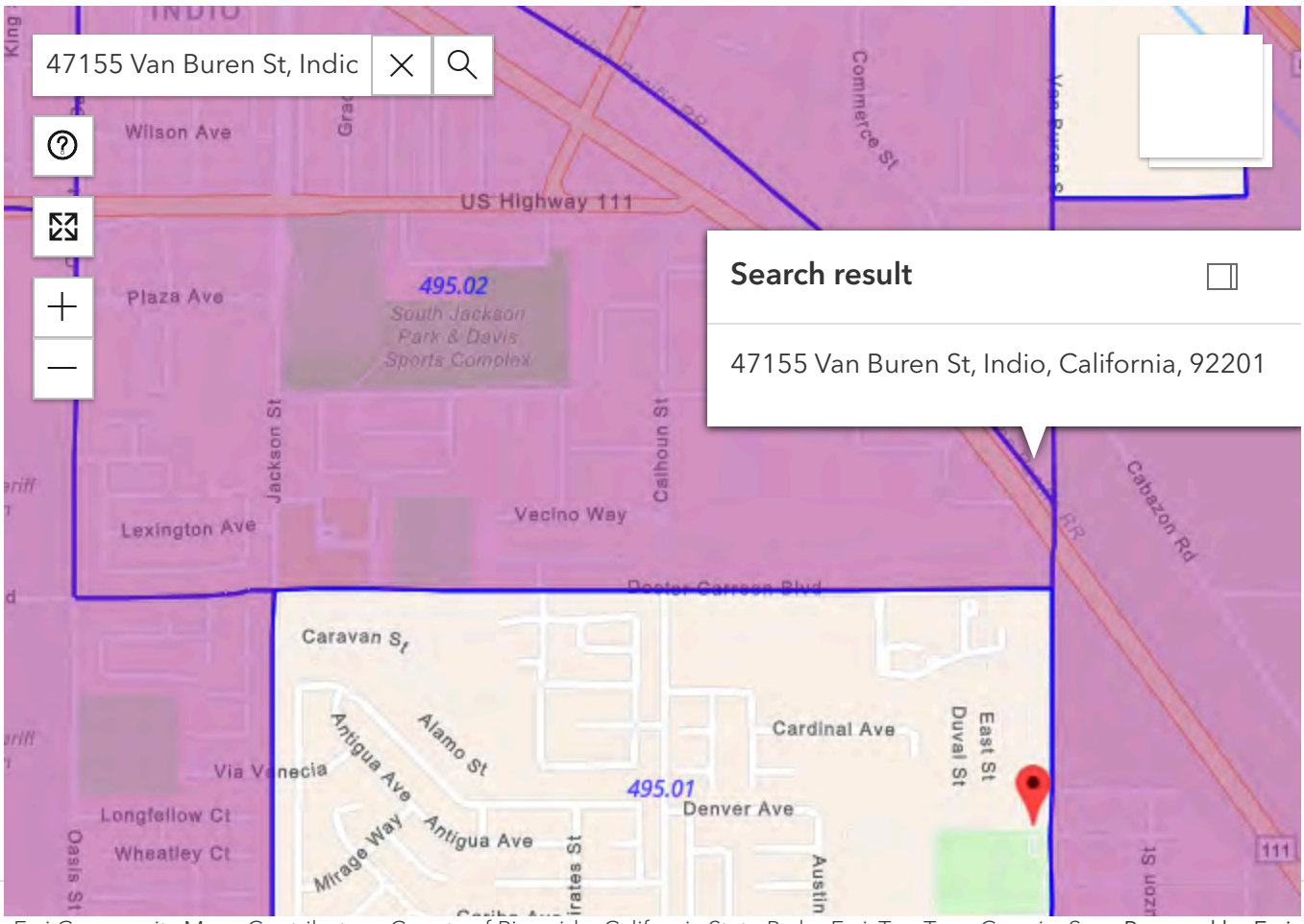
Select Year:

(•) 2024 ( ) 2023

Select Layer(s):

- LIHTC Projects (Zoom 11+)
- FMR Outlines (Zoom 4+)
- Difficult Development Areas (Zoom 7+)
  - Non-Metro Difficult Development Areas
  - Small Difficult Development Areas
- Color QCT Qualified Tracts (Zoom 7+)

Tracts Outline (Zoom 11+)



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- PD&R Guidelines & Brochures
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HUD USER
P.O. Box 23268, Washington, DC 20026-3268
Toll Free: 1-800-245-2691 **TDD:** 1-800-927-7589
Local: 1-202-708-3178 **Fax:** 1-202-708-9981

Coachella Valley Housing Coalition
BUILDING COMMUNITIES SINCE 1992

45-701 Monroe Street, Suite G, Indio, CA 92201

Request for Reasonable Rent Study

Developer Name: Coachella Valley Housing Coalition
Developer Address: 45701 Monroe Street Ste. G., Indio Ca 92201
Developer Contact Mary Ann Ybarra, Multi-Family Director
Developer Phone: 760-347-3157 Developer Email: maryann.ybarra@cvhc.org
Project Name: JFM Villas Senior
Project Address: 47135 Van Buren St. Indio, Ca 92201

New Construction or Existing: New Consturction
Standard Utility Allowance or Energy Efficient? N/A
If energy efficient (EE), must attach proof that you have been approved to use the EE allowance by the Housing Authority.

Number of units: 50 Number of Project Based Vouchers: 25

Rent Requested by Owner:
One BR: $ 1772
Two BR: $ 2211
Three BR: $
Four BR: $
Other: Studio : $1668

Square Footage of Units and number of bathrooms (full/half):

One BR:	715	SQ FT	# Bathrooms 1	Half or Full:	full
Two BR:	939	SQ FT	# Bathrooms 1	Half or Full:	full
Three BR:		SQ FT	# Bathrooms	Half or Full:	
Four BR:		SQ FT	# Bathrooms	Half or Full:	
Other:	Studio	SQ FT	# Bathrooms 1	Half or Full:	full

Utilities and who responsible (Owner or Tenant):
Electric Service Provider: SCE or non-SCE? non-SCE Who pays? Owner or Tenant? Owner
Is heating gas or electric? electric Who pays? Owner or Tenant? owner
Is the unit heated by Hydronic Heat? n/a
Is water heating gas or electric? electric Who pays? Owner or Tenant? owner
Is Stove gas or electric? electric Who pays? Owner or Tenant? owner
Who provides the Stove? owner Who provides the Refrigerator? owner Is a microwave provided? no
Who pays for Water? owner
Who pays for Sewer? owner

Coachella Valley Housing Coalition
BUILDING COMMUNITIES SINCE 1962

45-701 Monroe Street, Suite G, Indio, CA 92201

Who pays for Trash? owner

Amenities:

Is there a garbage disposal? yes Does/Will the unit have a dishwasher? yes, except for studios

Does/Will the unit have ceiling fans? yes

Does/Will the units have washer and dryer hookups? yesIs a washer or dryer provided? yes

Does/Will the property have an on-site laundry room? no

Does/Will the units have a covered parking space? yes Is the property gated? no

Does/Will the property have a swimming pool? no Does Owner provide Pest Control? yes

Lawn Care? yes

Any other amenities? If so, please list? Other amenities will include a community room, computer lab, on-site manager's office, admin office, library, fitness room, formal outdoor areas and landscaped courtyard and greenspace.

Developer Signature: Pablo Date: August 6, 2024

Office: 760-347-3157 ▫ Fax: 760-342-6466 ▫
www.cvhc.org

NeighborWorks
CHARTERED MEMBER

Exhibit B of HAP

HAP EXHIBIT B

Services, Maintenance, and Equipment to be Provided by the Owner Without Charges in Addition to Rent to Owner:

Building – All maintenance services shall be at no extra charge to residents.

- Maintenance of building exterior, interior, and site areas
- Common area recreational space, interior and exterior
- Landscaping services
- On-site surface/carport parking

Laundry – All laundry machines shall be energy star rated.

- Large capacity washers
- Large capacity dryers

Kitchen Appliances – All appliances shall be energy star rated.

- Refrigerator
- Stove/Oven/Cooking Exhaust
- Garbage Disposal
- Microwave
- Dishwasher

Services - All services shall be provided at no extra charge to residents.

- Instructor-led adult educational, health and wellness, or skill building classes for a minimum of 60 hours of instruction per year. The programs shall include but are not limited to computer training, ESL classes, nutrition classes, diabetes education, mobile clinics, COVID-19 vaccines, mental health workshops and resource fairs.
- After-school program for school age children for a minimum of 10 hours per week offered Monday-Friday throughout the school year. Supervised activities will include homework assistance, games, sports, arts and crafts and special events.

Exhibit C of HAP

HAP EXHIBIT C

Utilities

- Sewer
- Electric (heating/cooling, cooking)
- Water
- Trash
- Telephone/Internet
- Cable

Utilities paid by Owner:
Sewer, and trash will be paid by the owner.

Utilities paid by Residents:
Electricity, water, telephone, internet and cable will be paid by residents.

Exhibit D of HAP

Y&M
Architects

May 9, 2025

Riverside County Economic Development Agency
3403 10th Street, Suite 400
Riverside, CA 92501

RE: JFM Family Villas
Section 504 Compliance Certification

To Whom it May Concern,

This letter serves as a certification that the following handicap units meet Section 504 of the Rehabilitation Act of 1973. The design and construction of these units and the project overall meet the guidelines of Uniform Federal Accessibility Standards (UFAS).

Total number of units: 100

Required number of units accessible to individuals with mobility impairments (15%): 18 units.
Units satisfying the above requirements are: 01, 02, 03, 04, 05, 13, 33, 41, 42, 43, 44, 51, 52, 53, 55, 92, 93, 94

Required number of units accessible to individuals with sensory impairments (10%): 12 units.
Units satisfying the above requirements are: 06, 07, 09, 36, 38, 39, 40, 50, 54, 56, 57, 91,

Sincerely,

Ryan Yanagita, AIA
Principal Architect

OMB Approval No. 2577–0169
(exp. 04/30/2026)

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

HOUSING ASSISTANCE PAYMENTS CONTRACT NEW CONSTRUCTION OR REHABILITATION

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Agreement. Agreement to enter into HAP Contract between the owner and the PHA. The HAP contract was entered into following new construction or rehabilitation of the contract units by the owner pursuant to an Agreement.

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

(a) Holding more than 50 percent of the stock of any corporation; or

(b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or

(c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or

(d) Holding more than 50 percent of all managing member interests in an LLC; or

(e) Holding more than 50 percent of all general partner interests in a partnership; or

(f) Having equivalent levels of control in other ownership structures.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Newly constructed housing. Housing units that do not exist on the proposal selection date and are developed after the date of selection pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is "owned by a PHA" if the unit is in a project that is:

(a) Owned by the PHA (which includes a PHA having a "controlling interest" in the entity that owns the unit; see definition above);

(b) Owned by an entity wholly controlled by the PHA; or

(c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA's administrative plan.

Rehabilitated housing. Housing units that exist on the proposal selection date but do not substantially comply with the HQS on that date and are developed pursuant to an Agreement between the PHA and owner for use under the project-based voucher program.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. PURPOSE

a. This is a HAP contract between the PHA and the owner.

b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with

the HUD HQS from the owner.

c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ☐ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.

2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.

3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the

owner on behalf of a family in accordance with the HAP contract.

4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.

7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents

below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).

2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

a. Performing all management and rental functions for the contract units.

b. Maintaining the units in accordance with HQS.

c. Complying with equal opportunity requirements.

d. Enforcing tenant obligations under the lease.

e. Paying for utilities and housing services (unless paid by the family under the lease).

f. Collecting from the tenant:

1. Any security deposit;

2. The tenant rent; and

3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.

c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.

d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.

f. The amount of the housing assistance payment is the correct amount due under the HAP contract.

g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

h. Except for the housing assistance payment and the tenant rent as provided

under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.

i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.

4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.

3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner's standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)

2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

3. Consistent with HUD requirements, and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a

contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.

4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.

7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.

8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy..

2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.

3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.

4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

1. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family ("tenant rent") will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.

3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.

4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an

assisted family for nonpayment of the PHA housing assistance payment.

5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.

2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.

2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.

3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.

4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or

other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.

5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.

b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959–1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 113 75, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).

d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume

the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.

4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:

   i. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or

   ii. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.

6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the HAP contract.

2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such

disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.

2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.

2. "Transfer" includes:

   a. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;

   b. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

c. The creation of a security interest in the HAP contract or the property;

d. Foreclosure or other execution on a security interest; or

e. A creditor's lien, or transfer in bankruptcy.

3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.

2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.

3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

22. SUBSIDY LAYERING

a. Owner disclosure

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

b. Limit of payments

Housing assistance payments under the HAP contract must be no more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.

2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.

b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 years's advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project

if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.

b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

Tenancy Addendum
Section 8 Project-Based Voucher Program
(to be attached to the lease)

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

OMB Approval No. 2577–0169
(exp. 07/31/2022)

Public reporting burden for this collection of information is estimated to average 0.25 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.256(b)(3), under which the lease between the owner and the tenant must include a HUD-required tenancy addendum. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the family members' names, unit address, and owner name is mandatory. The information is used to provide Section 8 PBV assistance in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner and the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the PBV program.

Instructions for use of Tenancy Addendum:

This tenancy addendum is used in the Section 8 project-based voucher (PBV) program. Under the program, HUD provides funds to a public housing agency (PHA) for rent subsidy on behalf of eligible families. The main regulation for this program is 24 Code of Federal Regulations Part 983.

The tenancy addendum has two parts:

Part A: Tenancy Addendum Information (fill-ins). See section by section instructions.
Part B: Tenancy addendum (no information is entered in this part).

How to fill in Part A - Section by Section Instructions:

Section 2: **Tenant**
Enter full name of tenant.

Section 3. **Contract Unit**
Enter address of unit, including apartment number, if any.

Section 4. **Household Members**
Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**
Enter first date and last date of initial lease term. The initial lease term must be for at least one year. 24 CFR § 983.256(f).

Section 6. **Initial Rent to Owner**
Enter the amount of the monthly rent to owner during the initial lease term.

Section 7. **Initial Tenant Rent**
Enter the initial monthly amount of tenant rent.

Section 8. **Housing Assistance Payment**
Enter the initial amount of the monthly housing assistance payment.

Section 9. **Utilities and Appliances**
The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 9 to show who is responsible to provide or pay for utilities and appliances.

Part A of the Tenancy Addendum

(Fill out all of the information in Part A.)

1. **Contents of Tenancy Addendum**
   This Tenancy Addendum has two parts:

   Part A: Tenancy Addendum Information

   Part B: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

   The initial lease term begins on (mm/dd/yyyy): _____

   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

   The initial rent to owner is: $ _____

7. **Initial Tenant Rent**

   The initial tenant rent is: $ _____ per month. The amount of the tenant rent is subject to change by the PHA during the term of the lease in accordance with HUD requirements.

8. **Initial Housing Assistance Payment**

   At the beginning of the Housing Assistance Payments (HAP) contract term, the amount of the housing assistance payment by the PHA to the owner is $ _____ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

9. **Utilities and Appliances**

The owner shall provide or pay for the utilities and appliances indicated below by an "**O**". The tenant shall provide or pay for the utilities and appliances indicated below by a "**T**". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type			Provided by	Paid by
Heating	☐ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other		
Cooking	☐ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other		
Water Heating	☐ Natural gas	☐ Bottle gas ☐ Oil or Electric	☐ Coal or Other		
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
					Provided by
Refrigerator					
Range/Microwave					
Other (specify)					

Signatures:

Owner

_____
Print or Type Name of Owner

_____
Signature

_____
Print or Type Name and Title of Signatory

_____
Date

Tenant

_____
Print or Type Name of Family Representative

_____
Signature

_____
Print or Type Name of Family Representative

_____
Date

Part B of the Tenancy Addendum

1. Section 8 Project-Based Voucher (PBV) Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 PBV program of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the public housing agency (PHA) under the PBV program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with HUD requirements and the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the PBV program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may be used for residence only by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit-making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial and redetermined rent to owner are established in accordance with HUD requirements.

b. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The tenant rent is the portion of the monthly rent to owner paid by the family. The PHA determines the tenant rent in accordance with HUD requirements. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 PBV program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. The rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease. The rent to owner does not include charges for non-housing services such as food, furniture or supportive services provided by the owner.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. With the exception of families receiving PBV assistance in assisted living developments (see paragraph b. below), the owner may not require the tenant or family members to pay charges for any meals or supportive services which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

b. In assisted living developments receiving project-based assistance, the owner may charge tenants, family members, or both for meals or supportive services. Any such charges must be specified in the lease. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in assisted living developments.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and Appliances

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family Damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing Services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may terminate the tenancy only in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may terminate the tenancy only because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. Criminal Activity or Alcohol Abuse

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other Good Cause for Termination of Tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes the tenant's failure to accept the owner's offer of a new lease or revision.

e. Automatic Renewal of the Lease

Although the lease automatically renews (for successive definite terms or for an indefinite extension of the term, as provided for in the lease), an owner may terminate the lease for good cause.

f. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

(1) Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

(2) Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

(3) Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault or stalking.

(4) Definition: As used in this section, the terms "actual and imminent threat," "affiliated individual," "bifurcate," "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

(5) VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA" and the certification form described under 24 CFR 5.2005(a)(1) and (2).

(6) Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:

(a) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the tenant on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(b) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the tenant's household or any guest or other person under the tenant's control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the tenant or an affiliated individual of the tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(c) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall such incident or incidents be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

(7) Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the tenant's household. 24 CFR 5.2005(d)(1).

(8) Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the landlord to evict or the public housing authority to terminate the assistance of a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

(9) Actual and Imminent Threats:

(a) Nothing in this section will be construed to limit the authority of the landlord to evict the tenant if the landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(b) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

(10) Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan, which must be made available upon request, must:

(a) Incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

(b) Give the victim priority to receive the next available opportunity for continued tenant-based rental assistance if they have been living in the PBV unit for one year or more. 24 CFR 983.261;

(c) Describe policies or efforts a PHA will take when the victim has been living in a unit for less than one year, or the victim seeks to move sooner than a tenant-based voucher will be available.

(d) For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

(11) Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the tenant's household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the landlord may "bifurcate" the lease, or remove that household member from the lease, without regard to whether that household member is a signatory to the lease, in order to evict, remove, or terminate the occupancy rights of that household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the Housing Choice Voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

(a) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(b) Establish eligibility under another covered housing program; or;

(c) Find alternative housing.

(12) Family Break-up: If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA may offer the victim the opportunity for continued tenant-based rental assistance.

(13) Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency, if:

(a) The move was needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and

(b) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 983.261.

(14) Confidentiality:

(a) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(b) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(c) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

g. Eviction by Court Action. The owner may evict the tenant only by a court action.

h. Owner Notice of Grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

10. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

Upon termination or expiration of the HAP contract without extension, each family assisted under the contract may elect to use its assistance to remain in the same project if the family's unit complies with the inspection requirements, the rent for the unit is reasonable, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount for tenant-based utilities) exceeds the applicable payment standard.

11. Family Right to Move

a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.

b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 PBV program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease and Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. The owner must notify the PHA in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the PHA and if in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent in accordance with HUD requirements, based on any changes in the allocation of responsibility for utilities between the owner and tenant, and the redetermined reasonable rent shall be used in the calculation of the rent to owner from the effective date of the change.

16. Written Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Excepted Unit. A contract unit in a multifamily building not counted against the per-building cap on PBV assistance (25 units or 25 percent of the units in the project, whichever is greater) (see 24 CFR § 983.56(b)).

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 PBV program.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 PBV program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives. The Lease Addendum shall be interpreted and implemented in accordance with HUD requirements.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 project-based voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

OFFICE OF MULTIFAMILY HOUSING PROGRAMS

PROJECT-BASED SECTION 8 CONTRACT ADMINISTRATION

CONSENT TO ASSIGNMENT OF AHAP AND HAP CONTRACT AS SECURITY FOR FINANCING (PBV)

This form is used when the Owner of a project wishes to grant a security interest in a Housing Assistance Payments Contract to a lender as security for a loan made by the lender to the Owner with respect to the project. The public reporting burden for completing this form is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, and gathering and maintaining the data needed. The information collected is required to obtain benefits. HUD may disclose certain information to Federal, State, or local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. Information collected will not otherwise be disclosed or released outside of HUD, except as required and permitted by law. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

I. IDENTIFICATION OF ACC AND HAP CONTRACT

Annual Contributions Contract Number: _____

Section 8 HAP Contract Number: _____

Project Name: JFM Villas Family

Project Location:

47125 Van Buren Street, Indio, California 92201

APN: 612-217-013

II. NAMES

Contract Administrator (PHA):

Housing Authority of the County of Riverside

Contract Administrator (PHA) address:

Housing Authority of the County of Riverside

5555 Arlington Avenue

Riverside, California 92504-2506

Owner: JFM Villas Family Apartments, L.P.

Owner address:

c/o The Coachella Valley Housing Coalition

45701 Monroe Street, Suite G

Indio, California 92201

Attention: Executive Director

Lender: U.S. Bank National Association

Lender address:

c/o U.S. Bancorp Impact Finance

505 North Seventh Street, 10th Floor

Mail Code: SL-MO-T10F

St. Louis, Missouri 63101

Attention: Director of CLD Asset Management

III. DEFINITIONS

AHAP CONTRACT. The Agreement To Enter Into Housing Assistance Payments Contract (the "AHAP") for the project pursuant to which PHA agrees to enter into a HAP Contract pursuant to the terms and conditions set forth therein.

ASSIGNMENT AS SECURITY. The creation of a security interest in the owner's interest pursuant to the AHAP Contract and HAP Contract, and a transfer of such security interest to an assignee secured party.

CONTRACT ADMINISTRATOR. HUD or a PHA acting as contract administrator under an ACC with HUD.

FULL ASSIGNMENT. An assignment of the AHAP Contract or the HAP Contract other than an assignment as security. "Full Assignment" includes a sale, conveyance or other transfer of the AHAP Contract or the HAP Contract, voluntary or involuntary, to a successor in interest.

HAP CONTRACT. The Housing Assistance Payments Contract for units in the project. The HAP Contract shall be entered between the owner and the contract administrator pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) and the terms and conditions set forth in the AHAP Contract.

PHA. Public Housing Agency.

PROJECT. The project identified in section I of the consent to assignment.

SECURED PARTY. A party that holds a security interest in the owner's interest pursuant to the AHAP Contract or the HAP Contract, including the lender, and successors of the lender's security interest.

SUCCESSOR. The term "successor" includes an assignee.

IV. BACKGROUND

Pursuant to the terms of the AHAP Contract, neither the AHAP nor the HAP Contract (including any interest in the HAP Contract or any payments under the HAP Contract) may be assigned without the prior written consent of the contract administrator.

The owner has advised the contract administrator that the owner wants to grant the lender a security interest in the AHAP Contract and the HAP Contract, as security for a loan by the lender to the owner with respect to the project.

V. CONSENT TO ASSIGNMENT AS SECURITY

By execution of this consent to assignment as security, the contract administrator consents to the assignment as security of the AHAP Contract and the HAP Contract, once executed, by the owner to the lender as security for a loan by the lender to the owner with respect to the project.

The contract administrator consents to transfer of the lender's security interest to successor secured parties.

VI. EFFECT OF CONSENT TO ASSIGNMENT

The contract administrator is not a party to the loan or the loan documents, nor to any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, nor to any transfer of the AHAP Contract or the HAP Contract or the loan by the lender. Issuance of the consent to assignment does not signify that HUD or the contract administrator has reviewed, approved or agreed to the terms of any financing or refinancing; to any term of the loan documents; or to the terms of any assignment of the AHAP Contract or the HAP Contract by the owner to the lender as security for the loan, or by the lender to any transferee of the loan.

The consent to assignment of the AHAP Contract and the HAP Contract as security for the loan does not change the terms of the AHAP Contract or the HAP Contract in any way, and does not change the rights or

obligations of HUD, the contract administrator or the owner under the AHAP Contract and the HAP Contract.

The creation or transfer of any security interest in the HAP Contract is limited to amounts payable under the HAP Contract in accordance with the terms of the HAP Contract.

VII. EXERCISE OF SECURITY INTEREST – ASSIGNEE ASSUMPTION OF HAP CONTRACT OBLIGATIONS

Notwithstanding the contract administrator's grant of consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties, the contract administrator's execution of this consent does not constitute consent to a full assignment of the AHAP contract and the HAP Contract to any entity, including the lender or any successor secured party.

A secured party may not exercise any rights or remedies against the contract administrator or HUD under the AHAP Contract or the HAP Contract, and shall not have any right to receive housing assistance payments that may be payable to the owner under the HAP Contract, until and unless:

- The contract administrator has approved the secured party as successor to the owner pursuant to the AHAP contract, and
- The secured party seeking to exercise such rights or remedies, or to receive such payments, has executed and delivered, in a form acceptable to the contract administrator in accordance with HUD requirements, an agreement by the assignee to comply with all the terms of the AHAP Contract and the HAP Contract, and to assume all obligations of the owner under the AHAP Contract and the HAP Contract.

VIII. PAYMENT TO SECURED PARTY

When a secured party notifies the contract administrator, in writing, that housing assistance payments payable pursuant to the HAP Contract should be directed to the secured party (in accordance with paragraph VII above), the contract administrator may make such payments to the secured party instead of the owner. In making such payments, the contract administrator is not required to consider or make any inquiry as to the existence of a default under the loan documents, but may rely on notice by the secured party; and any payments by the contract administrator to the secured party shall be credited against amounts payable by the contract administrator to the owner pursuant to the HAP Contract.

IX. WHEN ASSIGNMENT IS PROHIBITED

The consent to assignment as security shall be void ab initio if HUD determines that any assignee, or any principal or interested party of the assignee, is debarred, suspended or subject to a limited denial of participation under 24 CFR part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

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CONTRACT ADMINISTRATOR (PHA):

Name of Contract Administrator (Print):

Housing Authority of the County of Riverside

By: _____

Signature of authorized representative

Heidi Marshall, Executive Director

Name and official title (Print)

Date _____

FORM APPROVED COUNTY COUNSEL

BY: _____ 7/23/2025

AMRIT P DHILLON DATE

OWNER AGREEMENT TO ASSIGNMENT AS SECURITY

The owner has read the terms of the contract administrator's 's consent to assignment by the owner of a security interest in the AHAP Contract and the HAP Contract to the lender as security for the loan, and to further transfer of such security interest to successor secured parties. In consideration for the contract administrator's grant of such consent to assignment, the owner agrees to all the terms of the consent to assignment, and agrees that any assignment by the owner is subject to all such terms.

OWNER:

JFM VILLAS FAMILY APARTMENTS, L.P.,
a California limited partnership

By: JFM Villas Family LLC,
a California limited liability company,
its General Partner

By: The Coachella Valley Housing Coalition,
a California nonprofit public benefit corporation,
its sole Member and Manager

By: _____
Pedro S.G. Rodriguez
Executive Director

Date: _____