

Cover/Summary



April 20, 2022

City of Visalia – Purchasing Division
707 W. Acequia Avenue
Visalia, CA 93291

Property: RFP 21-22-28

Dear Review Committee:

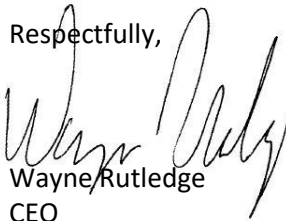
RH Community Builders (RHCBS) is pleased to submit this proposal for the *Development of Permanent Affordable Rental Housing for Qualifying Populations* in response to the City of Visalia’s Request for Proposal No. 21-22-28. The Majestic, located at 4545 W. Noble in Visalia, will be a 42-unit integrated supportive housing development for people experiencing homelessness.

RH Community Builders is committed to providing high quality, affordable housing coupled with robust wrap-around services designed to meet the needs of the most vulnerable in the community. Recent projects include Sequoia Village, a 50-unit motel conversion on Mooney Boulevard in Visalia and Crossroads Village, a 143-unit motel conversion in Fresno. Onsite supportive services, focused on housing tenancy and stabilization, are available at all properties and ensure that residents have the support they need to increase self-reliance.

The following individuals are authorized to negotiate on behalf of RH Community Builders:

Wayne Rutledge, CEO
352 W. Bedford Ave, Ste 110
Fresno, CA 93711
wayne@uhbagels.com
(559) 213-7373

As an industry leader with significant expertise in development, property management, and client-centered services, RHCBS is confident that we can provide exceptional housing and services to some of the most vulnerable Visalians.

Respectfully,

Wayne Rutledge
CEO

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Experience & Qualifications of the Organization

1. Organization Information

RH Community Builders
2550 W. Clinton Avenue, Suite 142
Fresno, CA 93705
Phone: (559) 492-1393
Fax: (559) 223-2898
katie@rhcbfresno.com

2. Main Contact

Machael Smith, Community Development Director
(559) 515-3467
machael@rhcbfresno.com

3. Type of Organization

RH Community Builders is a limited partnership developer and service provider.

4. Summary Project Information

The Majestic, located at 4545 W. Noble in Visalia, will be a 42-unit integrated supportive housing development for people experiencing homelessness. RH Community Builders will acquire, develop, and operate The Majestic. Referrals will be made through the local Coordinated Entry System, targeting those with the highest acuity.

RH Community Builders brings extensive experience in acquiring and rehabilitating projects in the Central Valley. The Hacienda, a 280-door property, was rehabilitated and occupied within fifteen months. The campus is now home to multiple service providers and houses hundreds of people in a combination of emergency shelter, permanent supportive housing, rapid rehousing, and low-income permanent housing. RH was awarded two other Homekey projects in the inaugural funding round, which led to housing for more than 200 people experiencing or at-risk of homelessness. RH also has a proven-track record of successfully operating non-congregate shelters, including special initiatives such as Project Roomkey. Additionally, RHCB operates a number of community-based programs that serve similar populations such as TANF homeless assistance projects.

All units will be targeted to homeless individuals, and many will also be living with disabilities including mental illness, substance use issues, physical disabilities, HIV/AIDS and other chronic health conditions. Twenty-five percent (25%) of the units will be reserved for households that meet HUD's definition of chronic homelessness. The project will feature a community space with adjacent offices that will be used for onsite services.

The Majestic will undergo significant rehabilitation to convert all units to meet Housing Quality Standards. Fire, life, and safety items such as fire sprinklers and accessibility will be addressed. Units will be completely renovated with a new configuration to accommodate a kitchenette. Each of the units will have new flooring, paint, blinds, doors, cabinets, and other repairs/replacements as needed. Exterior improvements will include items such as paint, concrete, fencing, stair rails, signage, lighting, trash enclosure, gutters, asphalt, landscaping, and a security system.

The project will begin predevelopment activities upon announcement of award, anticipated to be summer 2022. Construction will begin Q1 2023 and will be ready for occupancy by Q1 2024. RHCBC's leadership team will oversee all compliance with state and local agencies to ensure that the units are providing high-quality housing to the identified target population and that all services are accessible to residents.

Project Eligibility Information

The Majestic is an eligible project for HOME-ARP funds under HUD notice CPD-21-10, HOME-ARP Rental Housing:

HOME-ARP funds may be used to acquire, rehabilitate, or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations described in Section IV.A of this Notice ("qualifying households"). Unlike the regular HOME Program, which targets HOME-assisted rental units based on tenant income, 70 percent of all HOME-ARP units will admit households based only upon their status as qualifying households. This complicates the underwriting and operation of projects that include HOME-ARP units. As a result, the requirements for HOME-ARP rental housing provide significant flexibilities to enable HOME-ARP rental projects to remain 21 financially viable and affordable for the qualifying populations throughout the minimum compliance period. Eligible HOME-ARP rental housing includes "housing" as defined at 24 CFR 92.2, including but not limited to manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. Emergency shelters, hotels, and motels (including those currently operating as non-congregate shelter), facilities such as nursing homes, residential treatment facilities, correctional facilities, halfway houses, and housing for students or dormitories do not constitute housing in the HOME-ARP program. However, HOME-ARP funds may be used to acquire and rehabilitate such structures into HOME-ARP rental housing.

The Majestic is an eligible project for Successor Agency (SA) Housing funds under §34176.1(2) of the California Health and Safety code:

(2) Notwithstanding Section 33334.2, if the housing successor has fulfilled all obligations pursuant to Sections 33413 and 33418, the housing successor may expend up to two hundred fifty thousand dollars (\$250,000) per fiscal year for homeless prevention and rapid rehousing services for individuals and families who are homeless or would be homeless but for this assistance, including the provision of short-term or medium-term rental assistance, contributions toward the construction of local or regional homeless shelters, housing relocation and stabilization services including housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.

(3) (A) The housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund after the expenditures allowed pursuant to paragraphs (1) and (2) for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income. A housing successor shall demonstrate in the annual report described in subdivision (f), for 2019, and every five years thereafter, that the housing successor's expenditures from January 1, 2014, through the end of the latest fiscal year covered in the report comply with the requirements of this subparagraph.

Additional Required Documents

1. CoC Membership
RH Community Builders is a current member of the Kings Tulare Homeless Alliance.
2. Business License
RH Community Builders will obtain a business license upon commencement of business in Visalia. Please note that our Sequoia Village project is owned by a single purpose LP which has a valid City of Visalia business license.
3. Tax Identification Number
EIN #84-2737051 (attached)
4. Articles of Incorporation
RH Community Builders is a limited partnership and is not subject to Articles of Incorporation or Bylaws. Attached is the Secretary of State Certificate of Limited Partnership and Limited Partnership Agreement.
5. 501c3 Non-profit Status
Not applicable, RH Community Builders is a developer and not a non-profit organization.
6. State and Federal Tax Exemption Determination Letters
Not applicable, RH Community Builders is a developer and not a non-profit organization.
7. DUNS and/or UEI
UEI #TL76CEX1M3C5
8. Board of Directors
Not applicable, RH Community Builders is not a corporation and, as such, does not have a board of directors.
9. Authorization to Request Funds
Resolution attached.

10. Designation of Authorized Official(s)
Wayne Rutledge and Brad Hardie authorized to negotiate and/or execute agreements on behalf of RH Community Builders pursuant to the resolution dated April 20, 2022.
11. Organizational Chart
Organizational chart attached herein.
12. Resumes of CEO, CFO, and Project Manager(s)
Resumes attached herein.
13. Organizational Mission Statement
RH Community Builders is focused on building a multi-faceted approach to ending homelessness in the Central Valley. By assisting community members in accessing needed services and increasing the inventory of affordable housing, RHCBC is ending homelessness, one family at a time.
14. Current Insurance Coverages
Certificate of insurance attached herein.
15. Financial Statements and Current Audit
RH Community Builder's first audit is underway and should be complete by the fall of 2022. Once completed, financial statements and audit will be available upon request.



**Secretary of State
Certificate of Limited Partnership
(LP)**

LP-1

201921000008

FILED
Secretary of State
State of California

JUL 23 2019

LS
SKU

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: LPs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

ICC

Above Space For Office Use Only

1. Limited Partnership Name (See Instructions – Must contain an LP ending such as LP or L.P. "LP" will be added, if not included.)

RH Community Builders LP

2. Business Addresses

a. Initial Street Address of LP's Designated Office in California - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
352 W Bedford #110	Fresno	CA	93711
b. Initial Mailing Address of LP, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Wayne		Rutledge	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
352 W Bedford #110	Fresno	CA	93711

CORPORATION – Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 3a or 3b

4. General Partners (List the name and address of each general partner. Attach additional pages, if necessary.)

a. General Partner's Name			
WRBH LLC			
General Partner's Address	City (no abbreviations)	State	Zip Code
352 W Bedford #110	Fresno	CA	93711
b. General Partner's Name			
General Partner's Address	City (no abbreviations)	State	Zip Code

The information contained herein, including in any attachments, is true and correct.

General Partner Signature

Wayne Rutledge, Manager of WRBH LLC, its General Partner
Type or Print Name

General Partner Signature

Brad Hardie, Manager of WRBH LLC, its General Partner
Type or Print Name



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG - 1 2019 *AP*

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State

**RH Community Builders LP
a California Limited Partnership**

LIMITED PARTNERSHIP AGREEMENT

THOMPSON WELCH SOROKO & GILBERT LLP
3950 Civic Center Drive
San Rafael, California 94903
(415) 448-5000

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RH Community Builders LP
a California limited Partnership

Limited Partnership Agreement

THIS LIMITED PARTNERSHIP AGREEMENT (“**Agreement**”) is made by and among the Partners set forth in Sections 1.1 and 1.2, and is dated as of the date set forth at the end of this Agreement (“**Agreement Date**”). This Agreement consists of the Special Terms, the Basic Terms, and any Exhibits. The Special Terms are subject to any greater detail set forth in the Basic Terms; provided, however, if there is any direct and specific conflict the Special Terms shall control over the Basic Terms and Exhibits, and any Exhibit shall control over the Basic Terms.

Article 1– SPECIAL TERMS

- 1.1 General Partner** WRBH LLC, a California limited liability company (“**WRBH**”)
- 1.2 Limited Partners** Wayne Rutledge and Rena Rutledge, Trustees of the Wayne and Rena Rutledge Revocable Trust u/a/d January 14, 2015 (“**Rutledge**”) and AHBH LLC, a California limited liability company (“**AHBH**”, and together with Rutledge, “**Limited Partners**”, and each, a “**Limited Partner**”). The General Partner and Limited Partners are sometimes together referred to as “**Partners**” and, individually, as “**Partner**”.
- 1.3 Partnership Name** RH Community Builders, a California limited partnership (the “**Partnership**”)
- 1.4 Initial Principal Place of Business** 352 W. Bedford Ave. #110, Fresno, CA 93711
- 1.5 Partnership Business** The Partnership’s business is to facilitate the process of engaging prospective tenants with prospective landlords, create a database of housing options that community stakeholders and partners can utilize, plus any other lawful business, purpose, or activity in which a California limited partnership may engage, as agreed by Majority Vote (as defined below).
- 1.6 Capital; Additional Contributions; Deadlock**
 - 1.6.1 Initial Capital.** Each Partner has contributed capital to the Partnership as shown on the Partnership’s books and records.
 - 1.6.2 Additional Capital Contributions.** If additional amounts are required for the operations of the Partnership, as determined by the General Partner, Partners agree to contribute additional capital to the Partnership in proportion to their Percentage Interests and each Partner shall (within 20 days from receiving written notice for payment from the General Partner) fully contribute the Partner’s share of additional contribution amount. If a Partner fails to contribute capital as required by

this Section 1.6.2, the Partner shall be subject to the terms of default under Section 3.2.

1.6.3 Deadlock. If the Managers of the General Partner (“**Managers**”) cannot agree on whether an additional capital contribution is necessary, either Manager may notify the other Manager in writing of the existing deadlock, and within ten 10 days after such notice, the Managers shall meet and confer in person to resolve their differences. If the Managers are unable to resolve the deadlock for any reason within such 10-day period, the matter shall be mediated under the terms of Section 11.1. If the mediation fails to break the deadlock of the Managers, then either Manager may request that American Arbitration Association select an arbitrator, and the Managers, shall cooperate in quickly arbitrating the matter.

- 1.7 Percentage Interests** The Partners have the following percentage interests in the Partnership (“**Percentage Interests**”):
- | | |
|----------|--------|
| WRBH | 1.00% |
| AHBH | 49.50% |
| Rutledge | 49.50% |
- 1.8 Profit and Loss Allocations** Except as provided in Section 4.4, for tax and financial accounting purposes profits and losses shall be allocated to the Partners in proportion to their percentage interests.
- 1.9 Basic Distributions** Except as provided in Sections 4.3.2, 4.3.3, and 4.4, funds available for distribution shall be allocated and distributed to the Partners in proportion to their percentage interests.
- 1.10 Management** The Partnership is managed by the General Partner under the terms of Article 6.
- 1.11 Work Obligations** Brad J. Hardie (“**Hardie**”) shall be responsible for the management of the day-to-day operations of the Partnership’s business. If Hardie is unable or unwilling to manage the day-to-day operations of the Partnership’s business, then Rutledge shall receive as a priority distribution, before any other distribution to the Partners, an amount equal to cost incurred by the Partnership for work that should have been handled by Hardie.
- 1.12 Transfers** A Partner may not assign, transfer, convey, or encumber all or any part of the Partner’s interest in the Partnership unless the transfer is made to a permitted transferee under Section 7.2.
- 1.13 Voting** Unless a different vote requirement is stated, any matter requiring the vote, approval, or consent of the Partners requires the affirmative vote of all Partners. Any matter requiring the vote, approval, or consent of the majority of the Partners (or the Partners permitted to vote on the issue, as applicable) shall require an affirmative vote of Partners owning,

individually or in the aggregate, not less than a majority of the Percentage Interests entitled to vote ("**Majority Vote**").

1.14 Dissolution

The Partnership shall dissolve on the Majority Vote, or upon a court of competent jurisdiction rendering a final decision ordering dissolution and liquidation under the Act, under the terms of Article 9.

BASIC TERMS

Article 2 – Formation

2.1 Formation; Name. The Partnership is a limited Partnership formed under the California Uniform Limited Partnership Act of 2008 (the “Act”). This Agreement is the Partnership’s partnership agreement under the Act. The business of the Partnership may be conducted under its name or, upon compliance with applicable laws, any other name that the General Partner deems appropriate or advisable.

2.2 Principal Place of Business. The Partnership's principal business address shall be as set forth in Section 1.4 or such other place as the General Partner may designate.

2.3 Term. The Partnership began on the date the Certificate of Limited Partnership was filed with the California Secretary of State, and the Partnership shall continue until terminated as provided in Article 9.

2.4 Partnership Business. In performing the Partnership’s business as set forth in Section 1.5, the Partnership shall have the power to do all acts necessary or beneficial to the achievement of the Partnership's business.

Article 3 – Capital

3.1 Capital Accounts

3.1.1 Requirement. An economic accounting Capital Account shall be maintained for each Partner, to measure the Partners’ economic interests in the Partnership, and in each item of Partnership income, gain, loss, and deduction, reflecting the manner in which the Partners have agreed to share the economic benefits and burdens of the Partners’ ownership of interests in the Partnership (the “**Capital Accounts**”). The Capital Accounts shall be maintained under this Section to meet the requirements of Regulation § 1.704-1(b). The Partnership is authorized to make or not make elections that may be made in maintaining the Partners' Capital Accounts under the applicable Regulations. Book-tax differences will be reconciled as provided in Section 4.4.1. All references in this Agreement to **Regulation** or **Regulations** shall be to the applicable regulation to the Internal Revenue Code of 1986, as amended (“**IRC**”), unless otherwise stated; references to the IRC or Regulations includes references to the corresponding California or other state tax provisions, as applicable.

3.1.2 Policies. The Partners acknowledge that the purpose of the Capital Accounts is to measure the Partners’ relative economic interests in the Partnership (including, without limitation, unrealized gains and losses, as appropriate). While the accounting systems are closely related, this is distinct from the purpose of Partnership accounting systems maintained for general financial tracking and analysis purposes (for example, financial accounting applying generally accepted accounting principles), and both are similarly distinct from tax accounting rules and requirements. Thus on occasion the accounting principles of each of these separate accounting systems may result in different accounting results, especially (but not limited to) differences in accounting timing (for example, current asset revaluation concepts under Capital Accounts, versus historical asset valuation rules under standard financial and tax reporting). Notwithstanding the relationship between Partnership financial and tax accounting, and the calculation of the Partners’ Capital Accounts, the Partners acknowledge that

standard Partnership financial and tax accounting reports, including the Partnership's regular financial statement, and the Partnership's tax return and each Partner's K-1, may not reflect the Partners' current Capital Account interests (notwithstanding that there may be "capital", "equity", "capital account", or similar named accounts on such statements). Generally, the Partnership will specifically calculate the Partners' Capital Accounts only upon such occasions as those accounts are relevant, for example on the admission of a new Partner, the change of Partners' relative interests on account of additional contributions, the redemption (in whole or part) of a Partner's interest, and the liquidation of the Partnership. The Partners acknowledge that the Partnership will not routinely revalue Partnership assets and the Partners' Capital Accounts for the sole purpose of adjusting the reporting of Capital Accounts for tax reporting purposes (including, without limitation, Schedules L, M-2, M-3, and the individual K-1s on the federal Partnership tax return), and that valuation of certain assets for Capital Account purposes may be subject to special provisions and agreement among the Partners.

3.2 Default. If a Partner does not satisfy a funding obligation required under Section 1.6.2, that Partner (the "**Defaulting Partner**") will be in default of that Partner's obligations under this Agreement. The nondefaulting Partners ("**Nondefaulting Partners**") shall have the right, but not the obligation, to pay the Defaulting Partner's funding obligation. The Nondefaulting Partners shall have the right to contribute a share of the Defaulting Partner's funding obligation in proportion to the Percentage Interests of the Nondefaulting Partners. Any Partner who pays all or any part of a Defaulting Partner's funding obligation (a default payment) shall have a lien on the Defaulting Partner's ownership interest, including all distributions otherwise payable to the Defaulting Partner from the Partnership, which lien shall remain in effect until such time as the Defaulting Partner reimburses each Partner holding such lien the amount of the default payments paid by such Partners, plus 10% of the default payment (late charge) paid by the other Partners, plus interest on the combined amount at 10% per annum (default interest). Until a Defaulting Partner has paid that Partner's entire funding obligation to the Partnership or has reimbursed in full the other Partners for all default payments (with the late charge and all accrued default interest), any distributions of cash from Partnership that would be payable to the Defaulting Partner shall instead be used to pay the Defaulting Partner's funding obligation or to reimburse the Partners who made a default payment.

3.3 Additional Required Capital Contributions. Except as provided by Section 1.6, no Partner shall be required to make any additional contribution to the Partnership or to its creditors, and no Partner shall be personally liable to the Partnership or the other Partners for a deficit in that Partner's Capital Account.

3.4 Voluntary Capital Contributions; Partner Loans. Unless otherwise specified by the Partnership and the applicable Partners in writing to be a capital contribution, all funds paid to the Partnership by a Partner exceeding those specifically required of the Partner under this Agreement are deemed a loan repayable to the Partner on demand. Such loans shall be secured by the Partnership assets and the Partnership, and all Partners shall reasonably cooperate in perfecting such security interests as required by the lending Partner.

3.5 Limited Liability. Except as otherwise specifically provided in this Agreement or applicable law, a Partner shall not be personally liable for any Partnership debts or losses.

3.6 Interest on Capital. No interest shall be paid on any Partner's capital contributions or Capital Account.

3.7 Withdrawals of Capital. No Partner shall be entitled to withdraw any of the Partner's Capital Account, to the return of any of the Partner's capital contributions, or to receive any Partnership distribution except as expressly provided in this Agreement.

Article 4 – Profits, Losses, and Distributions

4.1 Percentage Interests. The Partners have the percentage interests in the Partnership as shown in Section 1.7, and all references in this Agreement to the Partners' percentage interests shall be to such percentages.

4.2 Profit and Loss Allocations. Profits and losses shall be allocated among the Partners as provided in Section 1.8.

4.3 Distributions

4.3.1 Nonliquidating Distributions. After establishing reserves for current and future Partnership obligations as determined by the General Partner, and such other Partnership investments and expenditures as determined by the General Partner, money and other property available for distribution shall be distributed from time to time as provided in Section 1.9.

4.3.2 Liquidating Distributions. On the Partnership's liquidation, the Partnership's assets shall be distributed to pay to the Partners their positive Capital Account balances.

4.3.3 Special Distribution Rules

(a) Installment Sales. Distributions related to a deferred payment sale shall be governed by Section 4.4.5.

(b) Limitation. No Partner shall receive a nonliquidating distribution exceeding the amount that the Partner would be distributed if the Partnership liquidated as of the distribution date.

(c) Distributions in Kind. Each Partner irrevocably waives any right he may have to receive a distribution of any specific Partnership assets or liabilities. However, the Partnership may distribute any Partnership assets or liabilities in kind to any Partner if the distribution in kind is approved by the Partner receiving such distribution and by the General Partner and a Majority Vote of the limited Partners, excluding the Partner receiving the distribution in kind. Distributed assets shall be valued at their fair market value and shall be treated for financial accounting purposes as if sold at their fair market value immediately prior to the distribution, with any resulting profit or loss allocated among the Partners in proportion to their percentage interest.

(d) Minimum Distributions. Unless the General Partner otherwise determines that making the minimum nonliquidating distribution provided in this paragraph would be a violation of applicable law or would impair the ability of the Partnership to operate in the normal course of business (including, without limitation, establishing reasonably necessary reserves taking into consideration reasonably anticipated expenditures and the volatility of the Partnership's business, and protection against violation of any applicable covenants under Partnership financing arrangements), the Partnership shall make a minimum distribution concerning a fiscal year equal to 40% of the net taxable federal income allocable to the Partners for that year, which distribution the Partnership shall endeavor

to make within 90 days after the close of the Partnership's federal taxable year. The General Partner may revise the minimum distribution percentage under in this paragraph provided that the General Partner determines that such change is necessary to maintain the minimum distribution at approximately the same relative level to the combined effective federal and state tax rates at the highest brackets as the 40% stated in this paragraph has to such rates in effect as of the effective date of this Agreement. For purposes of this paragraph, the Partnership's "net taxable income" shall be determined on a cumulative basis, such that the current year taxable income shall be netted with any cumulative net losses for years prior to the current year, and the mandatory distribution shall be calculated only on the amount by which the current year taxable income exceeds any cumulative net losses. By way of example only, if in the preceding years a Partner was allocated \$1,000 in cumulative net losses through the end of the year immediately preceding the current year, and in the current year the Partner is allocated \$1,500 in taxable income, for purposes of the mandatory distribution the Partner's allocable share of the Partnership's taxable income shall be deemed to be \$500 in the current year.

4.4 Special Rules

4.4.1 Tax-Book Differences. Where there is a variation between the adjusted tax basis of Partnership property and the Capital Account value of the property, or where otherwise appropriate, the General Partner shall account for such variation as required under IRC §§ 704(b) and (c).

4.4.2 Personal Liability Losses

(a) Where some but not all Partners are personally liable for a Partnership net loss, such loss shall be allocated among the personally liable Partners in proportion to their percentage interests, and none of the loss shall be allocated to Partners not personally liable for such loss.

(b) A Partner shall be treated as being personally liable concerning a loss item only if the Partner bears an economic risk for such loss under Regulation 1.752-2.

4.4.3 Minimum Gain and Loss Chargebacks. The Partnership shall make the following chargeback allocations (and in the following order):

(a) If the Partnership minimum gain decreases, the Partners will be allocated items of gain and income as necessary to meet the Regulation 1.704-2 minimum gain chargeback requirements. Minimum gain, minimum gain chargeback, and nonrecourse deduction have the meanings provided in that Regulation.

(b) Partnership profits from all sources will be first allocated among the Partners in an amount equal to the net losses (exceeding nonrecourse deductions) previously allocated to each, to chargeback such losses. The recovery order under this subsection is (1) first, to Partners to recover losses allocated to them under Section 4.4.2, and (2) then to all Partners to recover all other losses realized by each Partner. For tax purposes, any ordinary income recapture recognized shall be allocated, to the extent possible, to the same Partners who received the corresponding ordinary income deductions. A loss is deemed recovered when it has been matched by an income allocation under this paragraph.

4.4.4 Qualified Income Offset. The Partnership shall maintain the Partners' capital by reducing the Partners' Capital Accounts as provided in Regulations §1.704-1(b)(2)(ii)(d)(4), (5), and (6). If

a Partner unexpectedly receives any adjustment, allocation, or distribution described in such Regulations, and such adjustment, allocation, or distribution creates a deficit balance in that Partner's Capital Account exceeding that which the Partner is otherwise required to contribute under this Agreement, then items of gross income and gain shall be allocated to that Partner in an amount and manner sufficient to eliminate such deficit balance in the Partner's Capital Account as quickly as possible. If items of income or gain are allocated under this Section 4.4.4, such allocations shall be accounted for in computing subsequent profit allocations so that the total items allocated to each Partner are, to the extent possible, equal to the profits that would have been allocated to each Partner under this Agreement excluding this Section 4.4.4.

4.4.5 Installment Sales. If Partnership property is sold on a deferred-payment sale basis, each Partner shall be allocated a portion of the principal amount of the deferred payment obligation as if the deferred principal payments had been received at the time of sale, and each Partner shall be allocated (and distributed as collected) any interest (exceeding Partnership collection expenses) earned on that Partner's share of the principal obligation, and shall also be allocated the corresponding tax profits.

Article 5 – Accounting and Banking

5.1 Tax and Fiscal Year; Accounting Methods; Tax Elections. The General Partner shall determine the Partnership's tax and fiscal years. The Partnership may adopt a fiscal year for business operation purposes different than the Partnership's federal and state taxable year. The General Partner shall establish the Partnership's accounting methods for financial and tax accounting purposes, which may be different except as required by law.

5.2 Books and Records. The Partnership shall maintain correct and proper books and records, entering fully and properly all Partnership transactions, as reasonably determined by the General Partner. As soon as reasonably convenient at each fiscal year end, the Partnership shall deliver to all Partners such information as necessary for them to prepare their federal and state income tax returns.

5.3 Bank Accounts. The Partnership shall open and maintain one or more Partnership bank accounts, depositing into them all Partnership funds. No other funds may be deposited into or commingled in any Partnership bank account.

5.4 Record Date and Interest Ownership. The General Partner may establish reasonable Partnership interest ownership record dates not greater than 14 days prior to an applicable measurement date, including, without limitation, prior to a distribution or vote, for purposes of determining the Partners entitled to such distribution or entitled to vote. The Partners' names and address as shown in the Partnership books on the record date shall conclusively be deemed to be correct regarding the distribution, unless a person claiming otherwise establishes that the Partnership was duly delivered notice otherwise prior to the record date and the Partnership books were not corrected because of the General Partner's gross negligence or intentional acts.

5.5 Tax Elections; IRC §754. The Partnership will be required to make an IRC §754 election on any Partner's request (including a Partner's successor in interest), provided that the costs of determining the required adjustments under IRC §754 (including any appraisal costs) and accounting for the adjustment shall be paid by or allocated to the affected Partners (whether or not the requesting Partner), and the Partnership may provide affected Partners the information necessary for reporting under IRC §754 (and

related sections), in which case the Partners individually shall be responsible for properly measuring, calculating, and reporting the Partners' specific adjustments under that Section.

5.6 Partner Tax Information. To the extent that the Partnership reasonably needs information from a Partner to properly compute an IRC § 754 adjustment or any other Partnership item for federal or state tax purposes, as determined by the General Partner, the Partner shall deliver that information to the General Partner within a reasonable time after request by the General Partner.

5.7 Release of Information. The Partnership may release, or authorize the release of, information concerning the Partnership's operations where such release is customary in the industry or where required by law, rule, regulation, or order of any regulatory body, or where the General Partner determines it to be reasonably necessary for the Partnership's business operations. No limited Partner shall release any such information unless first approved by the General Partner, which approval shall not be unreasonably withheld.

5.8 Partner Information Access. Partners shall have access to Partnership information as provided in the Act.

Article 6 – Management

6.1 Management of the Partnership

6.1.1 Management. The Partnership shall be managed by the General Partner. Subject to Section 6.3.2, the General Partner shall control, manage, and operate the Partnership business and affairs and act on behalf of the Partnership.

6.1.2 Full-Time Services Not Required. Nothing in this Agreement shall be deemed to require that the General Partner, or any member, manager, officer, employee, or agent of the General Partner, spend its full time or any specific amount of time managing the Partnership business.

6.1.3 Delegation of Authority. In exercising its authority and responsibility under this Agreement, the General Partner may establish a management committee or otherwise delegate certain responsibilities for managing the Partnership and the Partnership's business to one or more individuals to act on behalf of the General Partner or the Partnership. The General Partner may further establish such procedures, and designate such Partnership employees to act on the General Partner's behalf, as the General Partner deems appropriate to manage the day-to-day operations of the Partnership.

6.2 Resignation and Removal of General Partner. A General Partner may resign as General Partner at any time by giving written notice to each other Partner. The General Partner may be removed at any time, and for any reason (with or without cause), by an 75% vote of the Partners. If the General Partner is removed, or is unable or unwilling to serve as the General Partner, a new General Partner may be selected by a Majority Vote. A General Partner that resigns or otherwise ceases to be a General Partner shall thereby become a limited Partner with the same percentage interest as such Partner then holds.

6.3 Authority

6.3.1 Powers. Subject to Section 6.3.2, the General Partner shall have all necessary authority consistent with this Agreement to act on the Partnership's behalf in all matters concerning the Partnership business and property, including, without limitation, the authority to do the following:

- (a) invest and expend the Partnership funds, including for Partnership formation and structure, management, operations, current or capital expenditures, and short- and long-term investments;
- (b) employ or discharge agents, employees, attorneys, accountants, and independent contractors;
- (c) enter into agreements to promote, develop, and conduct the Partnership business and otherwise to carry out the intent and purpose of this Agreement, including agreements the term of which extends beyond the term of the Partnership;
- (d) obtain liability, property, errors and omissions, and other insurance necessary to properly protect the Partnership's business and properties and the Partnership's Partners, employees, contractors, and agents;
- (e) litigate, pay, collect, compromise, release, discharge, arbitrate, mediate, and adjust any and all claims or demands of or against the Partnership;
- (f) borrow money (including from any Partner) for Partnership purposes and secure any such borrowing by liens on Partnership property;
- (g) loan money for Partnership purposes, with or without security;
- (h) buy, sell, convey, trade, own, abandon, lease, finance, encumber, develop, construct, improve, and maintain real or personal property of or for the Partnership;
- (i) take and hold title to Partnership property in the Partnership's or a nominee's name;
- (j) amend and restate the certificate of limited Partnership and file dissolution, cancellation, and other certificates; and
- (k) execute any instruments and documents necessary or convenient to carry on the Partnership business and to exercise the General Partner's management authority.

6.3.2 Limitations. The following Partnership actions must be approved by a Majority Vote:

- (a) any action outside the ordinary course of the Partnership's business; and
- (b) any action inconsistent with any business plan or agreed course of action established by the Majority Vote.

6.4 Limitations on Authority of Limited Partners. No limited Partner is an agent of the Partnership solely by virtue of being a limited Partner, and no limited Partner has authority to act for or bind the Partnership, or execute any instrument on the Partnership's behalf, solely by virtue of being a limited

Partner. Any limited Partner act violating this Section shall, to the maximum extent allowed under the law, be voidable by the Partnership, and any limited Partner who takes any action on behalf of, or binds, the Partnership in violation of this Section shall be solely responsible for any loss, damage, and expense incurred by the Partnership resulting from the unauthorized act and shall indemnify and hold the Partnership harmless from the loss, damage, or expense.

6.5 Officers. The Partnership may have such officers, having such titles, powers, and duties as determined by the General Partner. Officers, if any, shall serve at the pleasure of the General Partner and may be removed at any time, with or without cause, subject to any rights under any written employment agreement. Officers need not be Partners.

6.6 Compensation. No General Partner, in the General Partner's capacity as a General Partner, shall receive any compensation from the Partnership unless first unanimously approved by the General Partner.

6.7 Reimbursement. The General Partner shall be entitled to be promptly reimbursed from Partnership funds for reasonable expenses the General Partner actually incurs (within the scope of the General Partner's authority) in conducting Partnership business.

6.8 Creditor Priority. The General Partner may use Partnership funds to pay the Partnership's obligations as the General Partner deems advisable, and any priorities in the order in which creditors, including the General Partner and affiliates of the General Partner, are paid shall be within the General Partner's sole discretion, without liability to any other Partner or the Partnership.

6.9 Limitation on Liability; Indemnification

6.9.1 Limitation on Liability. The General Partner of the Partnership shall perform the General Partner's managerial duties in good faith, in a manner the General Partner reasonably believes to be in the best interests of the Partnership and its limited Partners. A person who is a General Partner or an officer, member, or Partner of the Partnership or the General Partner shall not be liable to the Partnership or to any limited Partner for any loss or damage sustained by the Partnership or any limited Partner, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or intentional misconduct, or a knowing violation of law by such person. In performing the duties of General Partner of the Partnership, a General Partner shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data and professional advice that the General Partner reasonably believes to be reliable and competent in the matters presented.

6.9.2 Indemnification. The Partnership shall defend, indemnify, and hold harmless the General Partner for any act performed, or the failure to act, by the General Partner within the scope of the authority conferred on the General Partner by this Agreement unless such act, or failure to act, constitutes grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. This indemnification shall include reasonable attorneys' fees and costs.

6.10 Confidentiality and Competition. Each Partner agrees not to use any proprietary information relating to the business of the Partnership in competition with or to the detriment of the Partnership.

6.11 Conflict of Interest. Nothing contained in this Agreement nor the relation among the Partners as Partners shall preclude any Partner from buying stocks, bonds, securities, commodities, real property, deeds of trust, leases of real property, or other investments, or participating in any other business

activity, without notice or liability to the other Partners. No Partner shall have any duty to offer the Partnership or any other Partner any opportunity the Partner may have because of the Partner being one of the Partners of or connected with the Partnership. This Agreement does not preclude, prevent, or in any way limit any Partner, acting for the Partner or through others, from engaging in business similar to that conducted by the Partnership.

6.12 Tax Partner

6.12.1 Appointment. In case of a tax audit of the Partnership, the General Partner shall appoint a Partner to serve as the “partnership representative” as provided in IRC 6223(a) (the “**Partnership Representative**”). The Partnership Representative may resign at any time if there is another Partner to act as the Partnership Representative. The Partnership Representative may be removed at any time by a unanimous vote of Partners and shall resign if he is no longer a Partner. In the event of the resignation or removal of the Partnership Representative, the Partners shall select a replacement Partnership Representative. If the resignation or removal of the Partnership Representative occurs prior to the effectiveness of the resignation or removal under applicable Treasury Regulations or other administrative guidance, the resignation or removal shall be effective upon the earliest date provided for in such Treasury Regulations or administrative guidance.

6.12.2 Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Partnership (at the Partnership’s expense) in connection with all examinations of the Partnership’s affairs by federal or state taxing authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the Partnership in any such examinations and any resulting administrative or judicial proceedings and shall have sole discretion to determine whether the Partnership (either on its own behalf or on behalf of the Partners) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. In conjunction with any such audit, the Partnership Representative shall have authority to adjust the Partnership’s tax reporting and tax elections as the Partnership Representative determines necessary to appropriately respond to (including resolve) such audit, provided that any such changes shall be made to the maximum extent possible consistent with the relative rights and interests of the Partners under this Agreement.

6.12.3 BBA Elections. The Partnership Representative shall promptly notify the Partners of the receipt of a notice of final partnership adjustment and shall take such actions as directed by a unanimous vote of Partners in writing, including whether to (i) file a petition for readjustment in the Tax Court, federal district court, or the Court of Federal Claims, (ii) make the election under IRC 6226, (iii) or, if the Partners (by unanimous vote) direct, cause the Partnership to pay the imputed underpayment under IRC 6225 a unanimous vote of Partners. If the Partners direct the Partnership Representative to cause the Partnership to pay the imputed underpayment under IRC 6225, (i) the Partners shall take such actions as requested by the Partnership Representative, including filing amended tax returns and paying any tax due under IRC 6225(c)(2) (or otherwise per regulations under IRC 6225) and (ii) the Partnership shall use commercially reasonable efforts to make any modifications available under IRC 6225(c). The Partnership Representative shall equitably apportion any imputed underpayment among the Partners (including former Partners) based on their interests in the Partnership for the year giving rise to the imputed underpayment. In determining each Partner’s share of an imputed underpayment, the Partnership Representative shall take into account (by reducing the amount of an underpayment apportioned to a Partner) any modifications to the imputed underpayment attributable to a Partner

under IRC 6225(c). The Partnership Representative shall seek payment from the Partners (and former Partners) for the amount of the imputed underpayment attributable to that Partner or former Partner, and each such Partner agrees to pay such amount to the Partnership on demand. Any such payment made by a Partner shall not be treated as a capital contribution. Any amount not paid by a Partner or former Partner within 10 days of demand by the Partnership Representative shall accrue interest at 5% per annum, compounded monthly. Any imputed underpayment amount paid by the Partnership and attributable to a Partner (or former Partner) shall be treated as a distribution to such Partner (or former Partner).

6.12.4 Tax Returns and Tax Deficiencies. Each Partner agrees that such Partner shall not treat on such Partner's federal, state, foreign, or other income tax return any Partnership item inconsistently with the treatment of the item on the Partnership's return, except as such Partner specifically advises the Partnership in writing, setting forth the reasons for such inconsistent treatment. Any deficiency for taxes imposed on any Partner or former Partner (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to IRC 6226) shall be paid by such Partner, and if required to be paid (and actually paid) by the Partnership, will be recoverable by the Partnership from such Partner on demand.

6.12.5 Survival. The obligations of each Partner or former Partner under this Section 5.11 shall survive the transfer or redemption by such Partner of its partnership interest, the termination of this Agreement, or the dissolution of the Partnership.

6.13 Partners' Interests in Assets. Each Partner owns only that Partner's interest in the Partnership itself and no Partner has any right to any specific Partnership assets or to an undivided interest in the Partnership assets as a whole. The Partnership's assets shall not be considered as, and are not, the assets of any trust that may hold Partnership interest. As a function of this Agreement, neither the General Partner nor any of the shareholders, officers, directors, members, or Partners of the General Partner, as such, shall be considered as, and are not, fiduciaries of any trust that may hold a Partnership interest.

Article 7 – Transfers

7.1 Transfer of a Partner's Interest. A Partner may not assign, transfer, convey, or encumber all or any part of the Partner's interest in the Partnership unless (1) the transfer is approved by a Majority Vote, excluding the Partner seeking to make the transfer, or (2) the transfer is made to a permitted transferee under Section 7.2.

7.2 Unrestricted Transfers of Partner's Interest. Subject to the restrictions as set forth in this Article 7, a Partner may assign, transfer, or convey all or any part of the Partner's interest in the Partnership as follows, without consent of any other Partner or the General Partner, and the transferee shall be admitted as a limited Partner on executing this Agreement:

7.2.1 An individual Partner may transfer all or part of the Partner's interest in the Partnership to (a) the Partner's spouse, parents of any Partner, lineal descendants (which includes by birth and persons who are adopted during minority) of any Partner, or any other Partner, or (b) to any limited liability company, Partnership, corporation, or trust owned by or for the benefit of the assigning Partner or any person listed in (a);

7.2.2 An entity Partner may assign all or part of its Partnership interest to any individual or entity that has a beneficial interest in such entity on the date of this Agreement and, in the case of an individual holding such interest, to any individual or entity to who the holding individual could assign under Section 7.2.1; or

7.2.3 Any transferee approved by Majority Vote.

7.3 Special Redemption of Partnership Interest

7.3.1 Redemption Option. If –

(a) a Partnership interest, or an interest in a Partnership interest, is transferred in violation of this Agreement,

(b) any person acquires an interest as a result of an order of a court of competent jurisdiction,

(c) a Partner, or a Partner's property or assets, are subject to any bankruptcy proceeding, with or without the consent of such Partner, if such proceeding continues undismissed or unstayed for 60 calendar days, or

(d) any interests are subjected to a "charging order" by a court of competent jurisdiction, and such charging order is not released or removed within 120 days from the date of the order,

then the Partnership, on the vote of the majority of the Partners (excluding the Partner whose interests are subject to (a) - (d) above), may redeem any part or all of the applicable interests under the payment terms specified below. The Partnership shall exercise this option by notifying the holder(s) of the applicable interests (the "**Interest Holder**") in writing of the Partnership's intent to redeem, which notice shall be delivered not later than 150 days after the Partnership has received from the Interest Holder written notice of the event triggering the right to redeem.

7.3.2 Partnership May Assign Redemption Right. Upon a Majority Vote (excluding the Partner whose interests are subject to this Section 7.3), the Partnership may assign its rights under this Section 7.3 to one or more persons, who may, but need not be, Partners. The purchase shall be on the same terms and conditions as provided for the Partnership under this Section 7.3; provided that the entire interest subject to redemption must be purchased.

7.3.3 Purchase Price. The purchase price for the Partnership interests being redeemed or purchased ("**Purchase Price**") shall be 95% of the fair market value of those interests, as determined by an independent qualified appraiser (or appraisers) reasonably selected by the Partnership, taking into consideration the nature and value of the appraised underlying Partnership assets, and taking into consideration all factors reasonably affecting the value of the applicable interest, including, without limitation, minority discounts, the lack of an established market for the interests, and other marketability factors concerning the interests being redeemed or purchased, determined as of the date of the event giving rise to the redemption right. For purposes of this valuation, no value shall be assigned to any goodwill, going concern value, or other similar intangible asset value of the Partnership or interests.

7.3.4 Payment. If the Partnership elects to redeem a Partner's interest under this Section, the Partnership may elect to pay for the interest in cash or the Partnership may deliver into the Escrow cash equal to 20% of the Purchase Price and a promissory note for the balance, which note shall be payable to Interest Holder, as an unsecured general obligation of the Partnership, payable quarterly with interest at the rate equal to the 11th district cost of funds as of the date of the note, fully amortized over 10 years, and prepayable in whole or part at any time without charge or penalty, and shall contain an attorneys' fees clause, and an acceleration clause in the case of nonpayment with a 10-day late payment grace period. The Partnership may offset against the Purchase Price any amounts owed by the applicable Partner and/or Interest Holder to the Partnership.

7.3.5 Valuation Costs. The Interest Holder shall pay all costs of the appraisal of the Partnership assets and the appraisal of the applicable Partnership interests. The Partnership, at its election and without obligation to do so, may advance such costs and offset them against the Purchase Price. Otherwise the Interest Holder shall advance such costs, and the Partnership may delay arranging for the appraisals until reasonable arrangements have been made.

7.3.6 Escrow and Closing. The Partnership shall establish a reasonable time and place for closing of the redemption. The Partnership may establish an escrow (the "**Escrow**") for handling the closing ("**Closing**") of the redemption. The delivery from the Escrow of the cash or note shall be conditioned on the Interest Holder tendering such documents and assignment of the interest being redeemed as the Partnership reasonably requests. The redemption shall be complete on tendering into the Escrow by the Partnership of the items required of it, and shall be effective as of the date of the triggering event. No distributions shall be made with respect to the applicable interests after the date of the triggering event, unless the Partnership and the Partners fail to exercise their redemption and purchase rights. The Closing shall take place no later than 90 days after the completion of the appraisal of the interests for purposes of determining the Purchase Price.

7.3.7 Other Rights. Nothing in this Section is intended to limit any rights of the Partnership or any Partner where there has been a transfer in violation of any applicable transfer restrictions or any other breach of this Agreement, and the redemption and purchase rights under this Section 7.3 shall be in addition to all other rights of the Partnership and the Partners under applicable law.

7.4 Assignees and Admission as a Partner. A transferee (other than a person who is a Partner in the Partnership immediately prior to the transfer) of a Partnership interest shall be only an assignee and shall not be admitted as a Partner and shall not be entitled to exercise any of the rights, powers, or benefits of a Partner other than the right to receive the allocations and distributions of income, gain, loss, deductions, credits, and similar items attributable to the transferred interest, unless (a) the transfer is to a permitted transferee under Section 7.2, and (b) the transferor and the transferee have complied with such requirements as the General Partner may impose, including that the transferee:

7.4.1 agree in writing to be bound by all the terms and provisions of this Agreement then in effect; and

7.4.2 pay any such fees as are reasonable to pay the costs of the Partnership in effecting such substitution.

On the transfer of a Partnership interest, and whether or not the transferee is admitted as a Partner, the transferor shall immediately cease to be a Partner or have any rights or interests as a Partner (unless, and only to the extent that, the transferor continues to have Partnership interests to which no rights

were assigned), and shall have no further rights, powers, or benefits regarding the transferred interest, including the right to vote or to have access to Partnership books and records.

7.5 Void Transfers. Notwithstanding any other provision of this Agreement, no transfer, sale, exchange, or pledge of a Partnership interest shall be allowed if in the General Partner's opinion:

7.5.1 the transfer, sale, exchange, or pledge may require registration of the Partnership interest to be transferred under the Securities Act of 1933, as amended, as then in force or the taking of any similar action under any state securities or Blue Sky law then in force, and such registration has not been obtained,

7.5.2 the transfer, sale, exchange, or pledge may result in a termination of the Partnership for Federal or state income tax purposes, unless first approved by all of the nontransferring Partners, or

7.5.3 the transfer, sale, exchange, or pledge may result in the Partnership being treated as a corporation for tax purposes.

In determining whether to permit a transfer, the General Partner may require, as a condition to such transfer, that the transferor or transferee provide the Partnership and the Partners with an opinion of counsel in a form, and by counsel, acceptable to the General Partner as to such matters of Federal and state securities and tax law. Each Partner agrees not to make any transfer in violation of this Section and agrees that any such transfer shall be void.

7.6 Death or Dissolution of a Partner. If during the Partnership's term an individual Partner dies or is adjudicated incompetent or an entity Partner is dissolved, the Partner's legal representative or successor shall have the rights of an assignee of the Partner's interest in the Partnership, but not the rights of a Partner, unless the legal representative or successor has been admitted as a Partner under Section 7.4.

7.7 Partnership Costs on Transfer. Any Partner transferring all or part of his Partnership interest shall pay to the Partnership such amounts as the General Partner reasonably determines to be the Partnership's costs, including legal and accounting fees, incurred in evaluating and, if applicable, effecting the transfer.

7.8 Transferor-Transferee Allocations. If a Partnership interest is transferred in compliance with the provisions of this Article 7, the income, gains, losses, deductions, and credits allocable in respect of that Partnership interest shall be prorated between the transferor and the transferee on the basis of the number of days in the fiscal year that each was the holder of that interest without regard to the results of the Partnership operations during the period, (unless the transferor and transferee agree to an allocation based on the actual results as of the record date of transfer and agree to reimburse the Partnership for the cost of making and reporting such allocation).

7.9 Withholding of Distributions. From the date of the receipt of any instrument relating to the transfer of a Partnership interest or at any time the General Partner is in doubt as to the person entitled to receive distributions with respect to a Partnership interest, the Partnership may withhold any such distribution until the transfer is completed or abandoned or the dispute is resolved.

Article 8 – Voting, Amendments, and Meetings

8.1 Voting. The Partners have such voting rights as set forth in Section 1.13.

8.2 Amendments; Amendments Not Allowable. This Agreement may be amended only by an 80% vote of the Partners whether by written consent or at a duly called meeting. Unless approved by the affected Partner, no amendments to this Agreement shall be permitted if, in the opinion of the Partnership's counsel, the effect of the amendment would be to:

8.2.1 change any Partner's interest in the Partnership's assets, profits, distributions, losses, credits, voting rights, management rights, liabilities, or duties to the extent that such change affects the applicable Partner in a manner different than other Partners of the same class, without the consent of the affected Partner (provided, however, the amendment may be effective with respect to all approving Partners notwithstanding that one or more Partners may not approve); or

8.2.2 adversely affect the Partnership's federal income tax status as a Partnership.

8.3 Amendments to be Adopted Solely by the General Partner. The General Partner may, without the consent of any Partner, amend any provision of this Agreement, and execute whatever documents may be required in connection with the amendment, to reflect:

8.3.1 a change in the Partnership's name or the principal place of business;

8.3.2 the admission of an assignee as a substituted Partner in compliance with Section 7.4;

8.3.3 a change necessary to qualify the Partnership as a limited Partnership under any state's laws or that is necessary and advisable, in the General Partner's opinion, to assure the Partnership will be treated as a Partnership (or equivalent) for federal or state income tax purposes and not as an association taxable as a corporation;

8.3.4 any amendment affecting only individual Partner(s) and consented to by those Partner(s); and

8.3.5 any other similar amendments.

8.4 Meetings. Noticing, and conduct of meetings shall be as provided in the Act. Every Partner entitled to vote may do so by one or more persons authorized by proxy in writing signed by such Partner and filed with the General Partner. Every proxy continues in full force and effect until it expires by its own terms or until revoked by the granting Partner prior to any vote pursuant to such proxy.

8.5 Written Consent. Any action that may be taken at any meeting of the Partners may be taken without a meeting if a consent in writing, setting forth the proposed action, is signed by Partners having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all Partners entitled to vote on the matter were present and voted.

Article 9 – Dissolving, Winding Up, and Terminating

9.1 Dissolution. The Partnership shall finally wind up and liquidate as soon as reasonably possible after dissolution occurring on account of one of the causes set forth in Section 1.14.

9.2 Business After Dissolution. After dissolution, the Partnership shall not engage in any business except that necessary to wind up the Partnership's affairs and to protect the value of and distribute the Partnership's assets. The Partners understand that substantial time may be required to liquidate the Partnership assets.

9.3 Profits and Losses During Winding Up. Profits and losses earned or incurred during the course of the winding up of the Partnership shall be credited or debited to the Partners in the same proportion as before dissolution.

9.4 Management of the Partnership After Dissolution. The management of the Partnership after dissolution shall be the same as provided in Article 6 for the Partnership prior to dissolution.

9.5 Distributions on Liquidation. Distributions in liquidation of the Partnership shall be governed by Section 4.3.2.

9.6 Partners Look Solely to Partnership Assets. Each Partner shall look solely to the Partnership for all distributions with respect to the Partnership, and no Partner shall have any recourse in connection with any distribution (upon dissolution or otherwise) against the liquidating trustee or against another Partner.

Article 10 – Power of Attorney

10.1 Power of Attorney. Each Partner irrevocably appoints the General Partner (and, if applicable, the chairman of the board, president, vice president, secretary, and chief financial officer of any General Partner that is a corporation, each manager of any General Partner that is a manager-managed limited liability company, each member of any General Partner that is a member-managed limited liability company, each trustee of any General Partner that is a trust, and each General Partner of any General Partner that is a Partnership), and each of them individually, as the Partner's attorney-in-fact, with the power and authority on the Partner's behalf to sign, acknowledge, swear to, deliver, and record in the appropriate public offices:

10.1.1 all duly authorized limited Partnership agreements, amendments, and restatements of any limited Partnership agreement, and certificates of dissolution, and similar documents, and all certificates (including counterparts of this Agreement and fictitious business name certificates) as necessary for organizing, qualifying, continuing, operating, ceasing to do business, dissolving and terminating of the Partnership in any jurisdiction;

10.1.2 all consents to transfers of Partnership interests, to the admission of substitute or additional Partners, or to the withdrawal or reduction of any Partner's capital, and all amendments of this Agreement, to the extent that such actions are authorized under the terms of this Agreement;

10.1.3 all conveyances, documents, and other instruments that the General Partner deems appropriate to exercise the General Partner's powers as set forth under this Agreement.

This power of attorney is deemed to be coupled with an interest and will survive a Partner's death, disability, dissolution, bankruptcy, or incapacity. Each Partner agrees to be bound by any representations made by an attorney-in-fact acting under this power of attorney and waives any and all

defenses that may be available for the Partner to contest, negate, or disaffirm the acts of any attorney in fact taken or done in good faith under this power of attorney.

Article 11 – General

11.1 Mediation. If any claim or dispute arises out of this Agreement that the parties are unable to resolve, the parties agree that they shall cooperate in good faith in attempting to mediate such dispute. They shall attempt to jointly select an independent third-party mediator. If, however, they are unable to agree on a mediator, such a mediator may be appointed by any court of competent jurisdiction on the application of any party. Each party agrees to cooperate in good faith with such mediation, including, without limitation, providing to the mediator such information and documentation as the mediator reasonably requests. The parties shall share the costs of the mediation in proportion to their Percentage Interests, except as follows: (1) if the mediation is unsuccessful, and the parties resolve the dispute through litigation, the costs of the mediation shall be costs of litigation, and recoverable as part of such litigation, and (2) each party shall pay its own legal fees, except that in case of litigation such fees shall be recoverable in the same manner as other attorneys' fees in such litigation; provided, however, in order to encourage each party to fully participate in the mediation process and make its best efforts to fairly settle any dispute, if a party makes a written offer to settle in the mediation, and that offer is rejected by the ultimately prevailing party, and results obtained by the prevailing party in the arbitration or litigation are not materially better than the offer to settle (as determined by the court, in its reasonable discretion), the court, in its reasonable discretion, shall have the option to not award any mediation costs or attorneys' fees recovery to the prevailing party, to award mediation costs and attorneys' fees (for both the mediation and litigation) to the non-prevailing party, or to otherwise apportion such costs and fees among the parties in the manner that the court determines fair and just under the circumstances. All communications between the parties, the mediator, and other persons as part of the mediation shall be confidential settlement discussions and may not be used in any legal proceeding between the parties, except as otherwise provided in this section concerning written settlement offers affecting the award of attorneys' fees in any subsequent litigation.

11.2 Notices. Any notice or other communication provided for in this Agreement shall be in writing and sent to the notice addresses set forth on the signature page of this Agreement or to such address as a notice person may from time to time designate in writing. Each notice or other communication shall be deemed delivered and effective: (a) if given by electronic communication (fax, telephone, or email, as permitted), when transmitted to the applicable number or address specified and verification of receipt is confirmed, (b) if given by mail, 3 days after the communication is deposited in the mails with first class postage prepaid, addressed as provided, or (c) if given by any other means, when actually delivered at the notice address.

11.3 General

11.3.1 Binding on Successors. This Agreement shall be binding on each Partner and the Partner's successors or assigns.

11.3.2 Applicable Law. This Agreement and the rights of the Partners shall be interpreted under California law, without regard to conflicts of law.

11.3.3 Counterparts. This Agreement may be executed in a number of counterparts (including separate signature pages), each of which shall be deemed an original and all of which shall constitute one and the same agreement.

11.3.4 Additional Documents. Each Partner agrees, on behalf of the Partner and the Partner's successors and assigns, to sign, with acknowledgment or affidavit if required, all documents that may be necessary or expedient to carry out the purposes of this Agreement.

11.3.5 Integration. This Agreement, any attached exhibits, and the documents expressly described or referred to in this Agreement constitute all of the understandings and agreements existing between the Partners concerning the subject of this Agreement and the rights and obligations created under it.

11.3.6 Unenforceable Provisions. If all or part of any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions, and this Agreement shall be equitably construed as if it did not contain the invalid, illegal, or unenforceable provision.

11.3.7 Gender. Whenever appropriate in this Agreement, terms in the singular form shall include the plural (and vice versa) and any gender form shall include all others.

11.3.8 Section Headings. Section headings are for the convenience of the Partners and do not form a part of this Agreement.

11.3.9 Attorneys' Fees. In the event any Partner institutes any legal proceeding concerning the enforcement or interpretation of the provisions of this Agreement, the prevailing party in such proceeding shall be entitled to receive reasonable attorneys' fees and other costs incurred in such proceedings.

11.3.10 Section and Other References. References in this Agreement to articles, sections, paragraphs, and exhibits are references to articles, sections, and paragraphs in this Agreement and exhibits attached to this Agreement unless specified otherwise.

11.3.11 Rules of Construction. The parties agree that this Agreement is a negotiated agreement, with each party free to review and negotiate the agreement and otherwise clarify all sections of the Agreement that appear to the party (at the time of signing) to be ambiguous or unclear, that all parties are deemed to the drafting parties, and that the rules of construction that ambiguities are to be resolved against the drafting party or parties shall not be employed in interpreting this Agreement.

11.3.12 Warranty of Authority. Each person executing this Agreement on behalf of an entity or another natural person warrants that he has the authority to execute this Agreement on behalf of such entity or other natural person.

11.4 Independent Representation; Conflict Acknowledgment and Waiver

11.4.1 Conflict Acknowledgment and Waiver. The Partners have asked Thompson Welch Soroko & Gilbert, LLP ("**TWS&G**") to prepare this Agreement. Each Partner acknowledges that TWS&G has advised the Partners that:

(a) TWS&G has represented Rutledge in the past, represents only Rutledge related to this Agreement and the Partnership, and may serve as legal counsel to Rutledge in the future;

(b) Actual or potential conflicts of interest may arise in the course of TWS&G's drafting of this Agreement by virtue of the differing or adverse interests of the various Partners concerning this Agreement and the operation or dissolution of the Partnership.

(c) The Partners may have differing interests regarding important issues pertaining to the formation, operation, and dissolution of the Partnership, including, but not limited to, rights, powers, and obligations of the Partners to (1) manage the Partnership business and to cause the Partnership to engage in material transactions within or outside the normal course of business, (2) withdraw from the Partnership, (3) terminate the Partnership's operations and the dissolve and liquidate the Partnership, including at the time of a dispute among the Partners, (4) sell, pledge, or otherwise transfer a Partner's interest in the Partnership, and to restrict those transfers, (5) admit a new Partner or expel a Partner or redeem the interest of a Partner, (6) contract with the Partnership and receive compensation for services rendered or goods and materials provided to the Partnership, (7) participate in Partnership profits and losses and receive distributions from the Partnership, (8) have special rights in any of the Partnership's assets, (9) contribute, or be required to contribute, or be at risk to contribute, capital and services to the Partnership or to creditors of the Partnership, or to some or all of the Partners, (10) receive indemnity or contribution from the Partnership or other Partners concerning liabilities or costs incurred in the management of the Partnership or the conduct of its business, and (11) invest or engage in businesses competing with the Partnership.

(d) if disputes among the Partners were to arise, or if TWS&G receives conflicting instructions from the Partners, or if the Partners have conflicting objectives which TWS&G cannot effectively advance without detrimentally affecting another Partner's objective, TWS&G might conclude that, as a matter of professional responsibility and ethics, TWS&G would be unable to represent or provide legal counsel to any of the Partners or the company, regardless of whether litigation actually results; provided, however, the Partners specifically acknowledge and agree that Rutledge has retained the right to have TWS&G represent them should conflict and/or litigation develop among the Partners and/or between Rutledge and the partnership, and each Partner, on behalf of the Partner and the partnership, waives any conflict in such representation and acknowledges and agrees that TWS&G may represent Rutledge individually under such circumstances, provided, if at any time, TWS&G acts to represent Rutledge individually with respect to the partnership or the other Partners, TWS&G shall give written notice to the partnership and the other Partners of such representation.

EACH PARTNER ACKNOWLEDGES THAT THE PARTNER HAS READ AND UNDERSTOOD THIS SECTION REGARDING THE ACTUAL AND POTENTIAL CONFLICTS OF INTEREST THAT ARISE FROM THE ENGAGEMENT OF TWS&G TO PERFORM LEGAL SERVICES IN CONNECTION WITH THE PREPARATION AND

EXECUTION OF THIS AGREEMENT AND EACH PARTNER HEREBY KNOWINGLY WAIVES SUCH CONFLICTS OF INTEREST.

[Signature page follows.]

SIGNATURES:

Agreement Date: September 1, 2019

Partners:

General Partner:

WRBH LLC, a California limited liability company



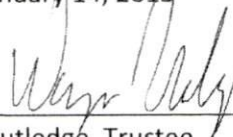
Wayne Rutledge, Manager



Brad J. Hardie, Manager

Limited Partners:

Wayne Rutledge and Rena Rutledge, Trustees
of the Wayne and Rena Rutledge Revocable
Trust u/a/d January 14, 2015

By: 

Wayne Rutledge, Trustee

By: 

Rena Gazarian Rutledge, Trustee

Notice Address:
3490 E. Via Monte Verdi
Clovis, CA 93619
Email: wayne@uhbagles.com

AHBH, LLC, a California limited liability
company

By: 

Brad J. Hardie, Manager

Notice Address:
331 W. Shields Avenue
Fresno, CA 93705
Email: [_____]

**AUTHORIZING RESOLUTION
RESOLUTION NO. 2022-1**

**A RESOLUTION OF THE PARTNERS OF RH COMMUNITY BUILDERS LP AUTHORIZING APPLICATION TO
CITY OF VISALIA RFP NO. 21-22-28**

WHEREAS:

- A. The City of Visalia (“**City**”) has issued a Request for Proposal, dated February 22, 2022 (“**RFP**”), for the Development of Permanent Affordable Rental Housing for Qualifying Populations (“**Program**”).
- B. **RH Community Builders LP**, a California limited partnership (“**Applicant**”), desires to apply for the Program through RFP No. 21-22-28.

THEREFORE, IT IS RESOLVED THAT:

- 1. Applicant is hereby authorized and directed to submit an application to the City in response to the RFP in a total amount not to exceed **\$5,000,000**.
- 2. If the application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver an agreement in a total amount not to exceed **\$5,000,000**, any and all other documents required or deemed necessary or appropriate to secure the Program funds from the City.
- 3. **Wayne Rutledge, CEO of RH Community Builders LP**, is authorized to execute the application and any Program documents on behalf of Applicant for participation in the Program.

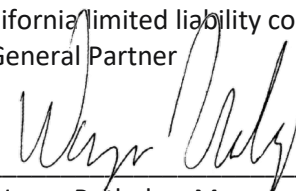
PASSED AND ADOPTED this 20th day of April, 2022, by the following vote of the Partners:

AYES: [3] NAYES: [0] ABSTAIN: [0] ABSENT: [0]

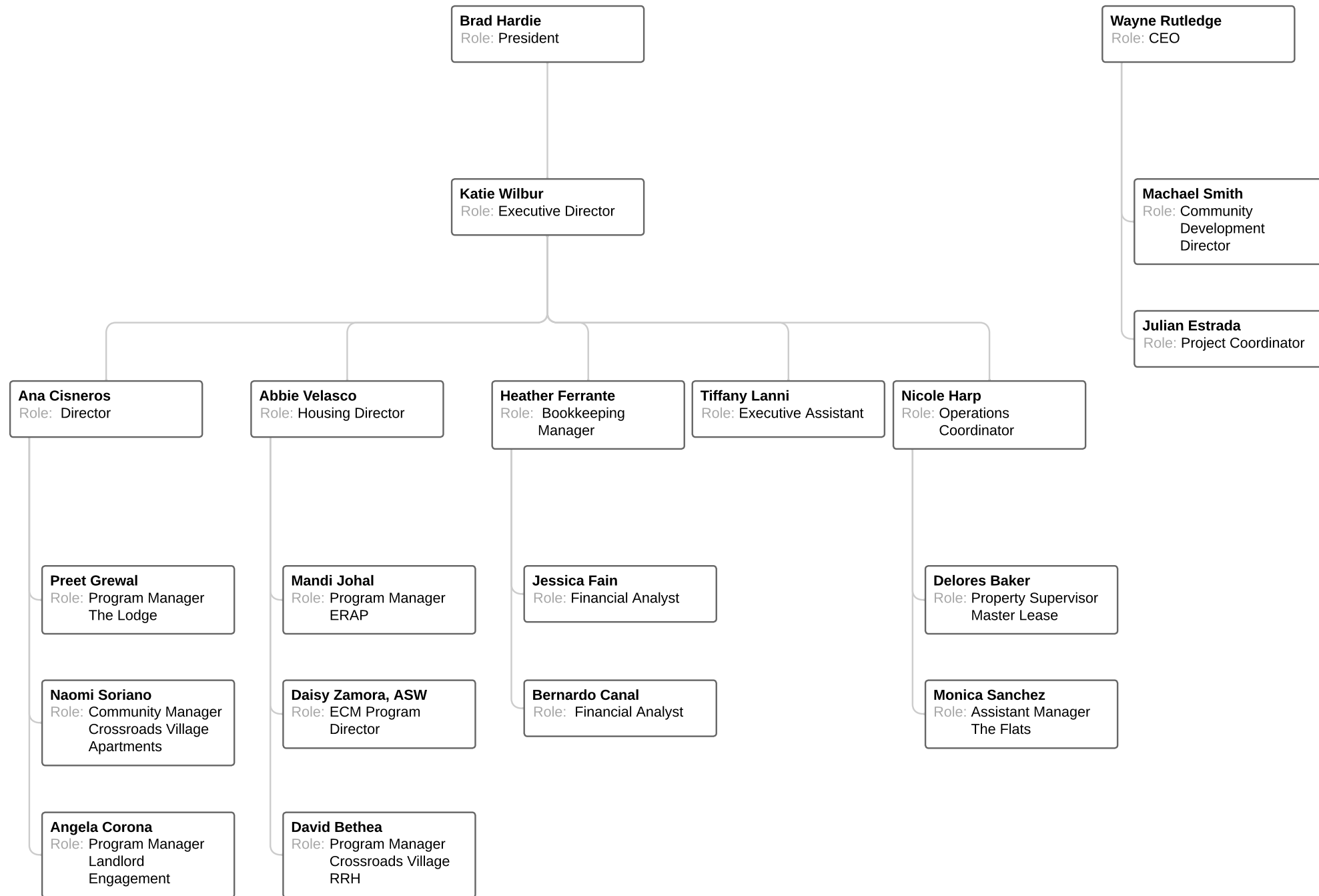
The undersigned, **Wayne Rutledge, Manager** of General Partner, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Partnership’s governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.

RH Community Builders LP,
a California limited Partnership

By: WRBH, LLC,
a California limited liability company
Its: General Partner

By: 
Wayne Rutledge, Manager

RH Community Builders



Wayne Rutledge

352 W. Bedford Ave #110 Fresno, CA 93711

(559)213-7373

wayne@uhbagels.com

ELEVATE COMMUNITY SERVICES - FRESNO, CA

2021-Present

Chief Executive Officer

- Provide executive leadership to limited partnership conducting social services and development
- Oversee development and new business procurement
- Support team in unit acquisition
- Manage corporate financial performance
- Oversee property management services for more than 750 units

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- General Plan Development Committee Member
- City of Fresno Rental Inspection Task Force Member
- City of Fresno Code Enforcement Task Force- Operation “No More Boards”
- Donated funding to operated 77 bed winter warning shelter in 2019-2020

Brad Hardie

331 West Shields Ave Fresno, CA 93705

(559) 433-7613

Brad@regencyfresno.com

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President

- Executive management of limited partnership providing social services and development in the Central Valley
- Pursue development of new programs and operations
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Owner and President

- Grew company from 3 employees managing 80 single family homes to 100+ employees managing 7,700+ units and 30+ Home Owner Associations
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Kathryn Wilbur, LCSW 74612
2550 W. Clinton Ave #142 Fresno, CA 93705
(585) 314-3914
katie@rhcbfresno.com

EDUCATION

CAPELLA UNIVERSITY *January 2021*
Master of Business Administration

UNIVERSITY OF SOUTHERN CALIFORNIA *May 2014*
Master of Social Work
Concentration: Community, Organization, Planning, and Administration

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Bachelor of Art in Social Work
Magna Cum Laude, Phi Kappa Phi Honor Society

TRAINING/CERTIFICATIONS

Licensed Clinical Social Worker – LCSW 74612 *2016*
Motivational Interviewing *2014*
TF-CBT *2015*
Pro-ACT Trainer *2019*

ELEVATE COMMUNITY SERVICES

Executive Director *2021- Present*

- Pursue development opportunity in affordable housing and homeless services
- Create and manage budgets for operations and new program development
- Develop new business opportunities with County and State entities.
- Actively participate in community groups including FM-CoC and City of Fresno HCDC

RH COMMUNITY BUILDERS

Executive Director *September 2019- Present*

- Manage daily operations of 100-person organization providing a variety of homeless and housing services in the Fresno area.
- Create and manage budgets for operations and new program development
- Develop new business opportunities with County and State entities.
- Actively participate in community groups including FM-CoC and City of Fresno HCDC

MENTAL HEALTH SYSTEMS, INC.

*March 2018-
August 2019*

Vice President – Clinical Services, Central Valley Region

- Responsible for the oversight of MHS programs in the Central Valley and Northern California Region of California, including review of staff management, leadership and supervision, financial matters, administrative activities, record keeping, safety, and compliance with County and other funder’s contract requirements.
- Build and maintain relationships with multiple Counties and funders.
- Develop new business by serving as a subject matter expert on contract proposals, including four successfully awarded proposals in fiscal year 18-19.
- Overall responsibility for program operation, staffing and successful achievement of contracted outcome/performance measures.
- Implements and monitors approved policies and procedures, ensure the highest quality of services and contract compliance.
- Ensures adherence to program budget and reviews monthly operating statements to ensure program integrity.

Machael Smith

2550 W. Clinton Ave #142 Fresno, CA 93705

(559) 515-3467

machael@rhcbfresno.com

RH COMMUNITY BUILDERS- FRESNO, CA
Community Development Director

2021-Present

- Oversee development and new business procurement
- Grant management
- Serve as community liaison
- Compliance oversight

KINGS/TULARE HOMELESS ALLIANCE- VISALIA, CA
Executive Director

2007-2021

- Responsible for agency leadership and strategic vision
- Managed a portfolio of over 40 active grants
- Established organizational and regional priorities
- Worked with funders and jurisdictional leaders on strategic initiatives
- Oversaw all financial activities

WOODSIDE HOMES - FRESNO, CA
Escrow Manager/Broker

2005-2007

- Closely involved with the establishment of the Fresno Division
- Rolled out 9 new communities in a 12-month period
- Recruited, hired, trained the sales team
- Served as broker on all sales transactions
- Responsible for achieving sales/closing goals, including 350 closings in 2006
- Managed sales and marketing budgets

MCCAFFREY GROUP - FRESNO, CA
Vice President of Sales

2002-2005

- Developed and executed marketing strategies
- Reviewed and audited sales transactions
- Implemented web-based software for sales division
- Developed policies and procedures for sales, construction, customer service



CERTIFICATE OF LIABILITY INSURANCE

MNEUFELD

DATE (MM/DD/YYYY)
11/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC PO Box 5479 Fresno, CA 93755-5479	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>CONTACT NAME: Monica Neufeld</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (559) 437-6648</td> </tr> <tr> <td>FAX (A/C, No): (559) 437-6649</td> </tr> <tr> <td>E-MAIL ADDRESS: monica.neufeld@dibu.com</td> </tr> </table>	CONTACT NAME: Monica Neufeld	PHONE (A/C, No, Ext): (559) 437-6648	FAX (A/C, No): (559) 437-6649	E-MAIL ADDRESS: monica.neufeld@dibu.com
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INSURER(S) AFFORDING COVERAGE					
INSURER A :	TBD				
INSURER B :	TBD				
INSURER C :	Oregon Mutual				
INSURER D :					
INSURER E :					
INSURER F :					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		TBD	TBD	TBD	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMO5010920864	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TBD	TBD	TBD	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as additional insured as respects to General Liability per form issued by the carrier, subject to policy terms and conditions.

* TBD - policies will be in force at close of escrow

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

Experience & Qualifications of Personnel

The leadership team at RH Community Builders (RHCb) combines a unique skillset of development and program operations well-suited for projects such as The Majestic. RHCb is committed to serving our community and bringing high quality individuals onto our team. Staff retention is a critical component of our growth and success and we work diligently to provide a competitive, supportive environment for employees to thrive. Our Program Managers ensure that project personnel receive ongoing training, job shadowing, and growth opportunities. This strategy alleviates personnel vacuums so that projects run efficiently at all times.

The project team is committed to the project and available to respond to questions and provide support both during and after work hours. Team members include:

Wayne Rutledge <i>CEO</i>	Mr. Rutledge will lead the team through the pre-development phase including site identification and acquisition. He will oversee seller negotiations, execute contracts, and fiscal aspects of the project.
Brad Hardie <i>President</i>	Mr. Hardie will work with the Architect, Engineer, and General Contractor from design concept, budget development, and construction completion.
Machael Smith <i>Community Development Director</i>	Ms. Smith will manage the purchase, contracting, funding, and compliance aspects of the project from conception through receipt of the final funding for the project.
Julian Estrada <i>Project Coordinator</i>	Mr. Estrada will provide project support in areas such as scheduling, third party vendors, procurement, and serving as the liaison with the general contractor's staff.
Katie Wilbur <i>Executive Director</i>	Ms. Wilbur and the operations team, will assume control of the project upon construction completion. Ms. Wilbur will oversee all aspects of operations, supportive services, compliance, and administration of the project.

RHCb does not intend to subcontract any portion of the proposed development or services requested under this RFP. As a developer, RHCb will enter into contracts for the design and construction of the project.

Wayne Rutledge

352 W. Bedford Ave #110 Fresno, CA 93711

(559)213-7373

wayne@uhbagels.com

ELEVATE COMMUNITY SERVICES - FRESNO, CA

2021-Present

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- Manage daily operations of 100-person organization providing a variety of homeless and housing services in the Fresno area.
- Create and manage budgets for operations and new program development
- Develop new business opportunities with County and State entities.
- Actively participate in community groups including FM-CoC and City of Fresno HCDC

MENTAL HEALTH SYSTEMS, INC.

*March 2018-
August 2019*

Vice President – Clinical Services, Central Valley Region

- Responsible for the oversight of MHS programs in the Central Valley and Northern California Region of California, including review of staff management, leadership and supervision, financial matters, administrative activities, record keeping, safety, and compliance with County and other funder’s contract requirements.
- Build and maintain relationships with multiple Counties and funders.
- Develop new business by serving as a subject matter expert on contract proposals, including four successfully awarded proposals in fiscal year 18-19.
- Overall responsibility for program operation, staffing and successful achievement of contracted outcome/performance measures.
- Implements and monitors approved policies and procedures, ensure the highest quality of services and contract compliance.
- Ensures adherence to program budget and reviews monthly operating statements to ensure program integrity.

Machael Smith

2550 W. Clinton Ave #142 Fresno, CA 93705
(559) 515-3467
machael@rhcbfresno.com

RH COMMUNITY BUILDERS- FRESNO, CA
Community Development Director

2021-Present

- Oversee development and new business procurement
- Grant management
- Serve as community liaison
- Compliance oversight

KINGS/TULARE HOMELESS ALLIANCE- VISALIA, CA
Executive Director

2007-2021

- Responsible for agency leadership and strategic vision
- Managed a portfolio of over 40 active grants
- Established organizational and regional priorities
- Worked with funders and jurisdictional leaders on strategic initiatives
- Oversaw all financial activities

WOODSIDE HOMES - FRESNO, CA
Escrow Manager/Broker

2005-2007

- Closely involved with the establishment of the Fresno Division
- Rolled out 9 new communities in a 12-month period
- Recruited, hired, trained the sales team
- Served as broker on all sales transactions
- Responsible for achieving sales/closing goals, including 350 closings in 2006
- Managed sales and marketing budgets

MCCAFFREY GROUP - FRESNO, CA
Vice President of Sales

2002-2005

- Developed and executed marketing strategies
- Reviewed and audited sales transactions
- Implemented web-based software for sales division
- Developed policies and procedures for sales, construction, customer service

RHCB has a robust project portfolio including:

Project:	The Hacienda	Status:	Completed
Funding:	Private		
Description:	The Hacienda, is a master leasing model with local service providers. In just under 12 months, more than 133,000 square feet, comprising more than 250 rooms underwent extensive renovations and rehabilitation. The property is now home to a full continuum of services including low-barrier shelter, rapid re-housing, permanent supportive housing, residential substance abuse and outpatient substance abuse treatment.		

Project:	Sequoia Village PH I	Status:	Completed
Funding:	Homekey, Philanthropic, ESG-CV		
Description:	Fire, life, safety renovations w/in 90 days for a 50-unit non-congregate shelter.		

Project:	Crossroads Village PH I	Status:	Completed
Funding:	Homekey, Philanthropic, ARPA		
Description:	Fire, life, safety renovations w/in 90 days for a 165-unit permanent housing project.		

Project:	Sequoia Village PH II	Status:	Construction underway
Funding:	HHAP, CDBG, HOME		
Description:	Phase II construction includes a full renovation to 50 studio apartments.		

Project:	Crossroads Village PH II	Status:	Construction scheduled for Jan 2023
Funding:	NPLH, HHC (pending), Accelerator (pending)		
Description:	Phase II construction includes a full renovation to 143 1, 2, and 3-bedroom apartments.		

Project:	The Dakota	Status:	Financing underway
Funding:	CDBG, IIG, VHHP (pending)		
Description:	Site demolition and new construction of 99 units designated for seniors and veterans. Ground level will serve as a community center or other public use.		

Project:	Madson Gardens	Status:	Construction scheduled for summer 2022
Funding:	Homekey, ARPA, HHAP		
Description:	A 56-unit motel conversion to studio apartments.		

Project:	TwelveThirteen	Status:	Construction scheduled for summer 2022
Funding:	Homekey, ARPA, HOME, Philanthropic		
Description:	A 96-unit motel conversion to studio apartments. Phase I will be fire, life, safety improvements for entire project. 68 units will undergo full renovation, remaining units will be rehabbed to meet housing quality standards.		

The RH Community Builders Executive Management Team currently oversees the operations and services of the following projects:

Program:	The Hacienda	Date:	2019-Present
Agency:	Multiple		
Description:	The Hacienda is a full continuum of care options for individuals and households in the Fresno Community. The Hacienda offers a variety of services including residential and outpatient substance abuse treatment, low-barrier shelter, bridge house, rapid re-housing, permanent supportive housing, outpatient mental health services, and an onsite pharmacy.		

Program:	Landlord Engagement & Mitigation	Date:	2019-Present
Agency:	Fresno County Department of Social Services		
Description:	Landlord Engagement & Mitigation provides services to the most difficult to house clients. Clients who are searching for housing in the CES system are referred to the program and matched with landlords that have committed to working with the program. The program engages landlords who typically do not rent to tenants with troubled rental history and offers a mitigation fund guarantee for agreeing to rent to referred clients. The program provides case management services to clients once they are in housing to assist the clients with learning how to be good tenants and maintain their housing stability once in housing.		

Program:	COVID Emergency Shelter	Date:	March 2020-Present
Agency:	Fresno County Department of Social Services		
Description:	RH Community Builders provided 285 emergency shelter beds to homeless individuals and families during the COVID pandemic. The program opened within 5 days of the pandemic beginning. The program provides for all basic needs of the clients including 3 meals per day, housing navigation services to all clients. The programs operate within low-barrier standards and a Housing First model. With the opening of additional resources in the community, the shelter has reduced to 65 beds focused on shared housing exits.		

Program:	Sequoia Case Management	Date:	2020-Present
Agency:	Tulare County Health and Human Services		
Description:	RH Community Builders provides onsite case management to 50 individuals and families living at the Sequoia Village Apartments. Services include stability development focused on increasing income, collecting needed documents, linkage to mental health or substance abuse treatment, and education on remaining housed.		

Program:	The Flats	Date:	July 2020-Present
Agency:	Fresno County Department of Social Services		
Description:	The Flats is a motel service that exclusively provides stays for individuals and families eligible for the Homeless Assistance Unit motel vouchers. Clients receive their 16 nights of annual motel stay at a safe, clean location, The Flats. While at The Flats, clients are able to receive housing navigation services in addition to traditional motel amenities such as breakfast and housekeeping.		

Program:	Fresno New Starts	Date:	July 2020-Present
Agency:	Fresno County Department of Behavioral Health		
Description:	Fresno New Starts is a master leasing program for 68 individual or family units who are living with serious mental illness and are homeless or at risk of homelessness. The program provides full-service property management including unit identification, unit maintenance, rent collection, and 24/7 emergency response. The program also provides supportive services focused on housing stability and assistance in permanent housing location for clients who receive vouchers such as Section 8 Housing Choice Vouchers.		

Program:	The Lodge	Date:	July 2020-Present
Agency:	Fresno County Department of Behavioral Health		
Description:	A MHSa innovation program focused on engaging homeless, disengaged individuals. The Lodge, which is driven by peer support specialists, engages individuals through a Housing First model to link clients to a long-term treatment program for mental health or substance abuse disorders. The Lodge provides 45 day stays for up to 30 individuals with services that include mental health assessments, group and individual therapy, case management, and collateral support to families.		

Program:	Crossroads Rapid Rehousing	Date:	2020-Present
Agency:	Fresno County Department of Social Services		
Description:	The program provides site-based rapid rehousing for 123 individuals and family units. The program is limited to 12 months of financial support and provides intensive case management services from the time of entry into the program to assist clients with preparing for exit and unsubsidized permanent stability.		

Program:	Crossroads Village Apartments	Date:	2020-Present
Agency:	Private		
Description:	RH Community Builders provides full-service property management for the 165-unit Crossroads Village Apartment Complex located in Fresno, CA. All units are leased to tenants who are at risk of homelessness or exiting homelessness. Services include compliance monitoring of tenant's eligibility, leasing, rent collection, 24/7 maintenance needs, and facilitation of community wide activities.		

Program:	Sequoia Village Apartments	Date:	2020-Present
Agency:	Private		
Description:	RH Community Builders provides full-service property management for the 50-unit Sequoia Village Apartment Complex located in Visalia, CA. All units are leased to tenants who are at risk of homelessness or exiting homelessness. Services include compliance monitoring of tenant's eligibility, leasing, rent collection, and 24/7 maintenance needs.		

Program:	The Sands Triage Center	Date:	March 2021-September 2021
Agency:	The City of Fresno		
Description:	The Sands Triage Center was a low-barrier shelter providing shelter and navigation services to 80 individuals. The Sands Triage Center is specifically targeted at individuals and encamped on the highways around The City of Fresno. STC provides meals, navigation, laundry, and linkage to additional services. The program operated within low-barrier standards and a Housing First model. The program was intended to meet a short-term community need while additional shelters were permanently created.		

Program:	ERAP	Date:	April 2021-Present
Agency:	County of Fresno		
Description:	The Emergency Rental Assistance Program (ERAP) provides emergency rental assistance to households that have suffered a financial hardship due to COVID-19. Eligible households may receive up to 12 months of assistance with an additional three months if it is determined the extra months are needed to ensure housing stability.		

Letters of support for The Majestic include Tulare County Health and Human Services Agency, Kings/Tulare Homeless Alliance, Kaweah Delta Hospital, and Christ Lutheran Church are attached herein.



TULARE COUNTY
HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
Agency Director

Fiscal Operations • Human Services • Mental Health • Public Health

April 19, 2022

Members of the City Council
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

RE: RFP-21-22-28
Letter of Support for RH Community Builders

Dear Members of the Visalia City Council,

This letter is to signify the support of Tulare County Health and Human Services Agency ('HHSA') for RH Community Builders ('RHCBC') and the Majestic (the 'Project') in the City of Visalia. The Project is well-suited to meet the housing needs of people experiencing homelessness in Visalia and we are excited to partner with RHCBC in its development.

Tulare County HHSA provides services and essential resources to protect the most vulnerable Tulare County residents through the implementation of programs that use best practice interventions and education. HHSA serves the residents of Tulare County by providing protective and supportive services to at-risk and underserved families and individuals of all ages.

We have recently partnered with RHCBC on two housing projects in Tulare County: Sequoia Village and Madson Gardens. Phase I of Sequoia Village provided low-barrier shelter for people experiencing homelessness through the Room Key model during the COVID-19 pandemic and, now in Phase II, is undergoing a full conversion to 50 permanent housing units. Madson Gardens, a 56-unit motel conversion to permanent housing, has been awarded Homekey funding and construction plans are underway.

Tulare County HHSA fully supports RHCBC's application and its efforts to increase permanent housing units for people experiencing homelessness in the community. Should you wish to discuss, feel free to contact me at TLutz@tularecounty.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Lutz".

Timothy Lutz
Agency Director



KTHA

LEVERAGING RESOURCES
EMPOWERING PARTNERS

April 19, 2022

Members of the City Council
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

RE: RFP-21-22-28
Letter of Support for RH Community Builders

Dear Members of the Visalia City Council,

This letter is to signify the support of the Kings/Tulare Homeless Alliance ('Alliance') for RH Community Builders ('RHCB') and the Majestic (the 'Project') in the City of Visalia. The Project is well-suited to meet the housing needs of people experiencing homelessness in Visalia and we are excited to partner in its development and operation.

The mission of the Alliance is to coordinate and leverage resources to address homelessness in Kings and Tulare counties. As part of that effort, we run the local coordinated entry system to assess and prioritize the needs of those experiencing homelessness. We have partnered with RHCB on their interim housing project, Sequoia Village. Phase I of Sequoia Village provided low-barrier shelter for people experiencing homelessness during the COVID-19 pandemic and, now in Phase II, is undergoing a full conversion to 50 permanent housing units. RHCB has a proven record of developing high-quality housing opportunities for individuals experiencing homelessness and we desperately need additional permanent housing units in Visalia.

The Alliance fully supports RHCB's application and its efforts to increase permanent housing units for people experiencing homelessness in the community. Should you wish to discuss, feel free to contact me at mperez@kthomelessalliance.org or (559) 738-8733.

Sincerely,

Miguel Perez
Executive Director



April 20, 2022

Members of the City Council
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

RE: RFP- 21-22-28
Letter of Support for RH Community Builders

Dear Members of the Visalia City Council,

The letter is to signify the support of Kaweah Health Street Medicine for the RH Community Builders/ Sequoia Village and the Majestic in the City of Visalia. The project is well-suited to meet the housing needs of people experiencing homelessness in Visalia and we are excited to partner with RHCB in its development.

Street Medicine aims primarily at people experiencing homelessness by providing free medical care to individuals living on the streets, in transitional housing, and in underserved communities of Tulare County. The team is made up of doctors, medical students, scribes, and volunteers who do everything from registering patients to dispensing medications to individuals outside the walls of health clinics and hospitals. Street Medicine's mission is to meet people where they are providing preventive care. Currently, the program is run by Dr. Omar Guzman, Emergency Medicine Physician, Street Medicine Program Director and Ana Lopez, Program Coordinator.

We have a successful partnership with RHCB on their interim housing project Sequoia Village, in Visalia. RHCB has a proven record of providing high-quality housing opportunities for individuals experiencing homelessness and we desperately need additional permanent housing units in Visalia.

In conclusion, Kaweah Health Street Medicine fully supports RHCB's application and its efforts to increase permanent housing for people experiencing homelessness in the community.

Sincerely,



Marc Mertz
Chief Strategy Officer



Dr. Omar Guzman
Street Medicine Program Director



Christ Lutheran

April 19, 2022

Lead Pastor
Brian K. Malison
Brian@clcvisalia.org

Lahu Pastor
Samee Singkeovilay
Samee@clcvisalia.org

Director of Music Ministry
Paul Delgado
Paul@clcvisalia.org

Director of Student Ministries
Noel Thompson
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Director of Adult Ministries
Lauren Chambers
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Members of the Visalia City Council
City of Visalia
707 W. Acequia Avenue
Visalia, CA 93291

RE: RFP-21-22-28
Letter of Support for RH Community Builders

Dear Members of the Visalia City Council,

This letter is to signify support of Christ Lutheran Church for RH Community Builders ("RHCB") and the Majestic (the "Project") in the City of Visalia. The Project is well-suited to meet the housing needs of people experiencing homelessness in Visalia and we are excited to partner with RHCB in its development.

Christ Lutheran Church has been present in support of numerous local agencies and activities to reduce homelessness, and provide assistance to those living on the street. We are committed to providing such individuals with a safe alternative to street-life, and opportunities to find affordable, sustainable housing.

We have a successful partnership with RHCB on their interim housing project, Sequoia Village, in Visalia. RHCB has a proven record of providing high-quality housing opportunities for individuals experiencing homelessness, and we desperately need additional permanent housing units in Visalia.

Christ Lutheran Church fully supports RHCB's application and its efforts to increase permanent housing units for people experiencing homelessness in the community. Should you wish to discuss, feel free to contact me at (559) 732-1851.

Sincerely,

Pastor Brian Malison

Project Approach

Affordable Rental Housing Development

The Majestic is located at 4545 W. Noble in Visalia and is comprised of 42 units, including a 2-bedroom, 2-bathroom manager's unit. The property is ideally situated with convenient access to public transportation, grocery stores, and College of the Sequoias. Transit stops closest to the project include Noble, West of Chinowth (.2 mi), Mineral King & Chinowth (.4 mi), and Nobile & Linwood (.4 mi). The closest grocery store, Save Mart, is located within walking distance or a short bus ride from the project (.6 mi).

Figure 1. Transit Locations

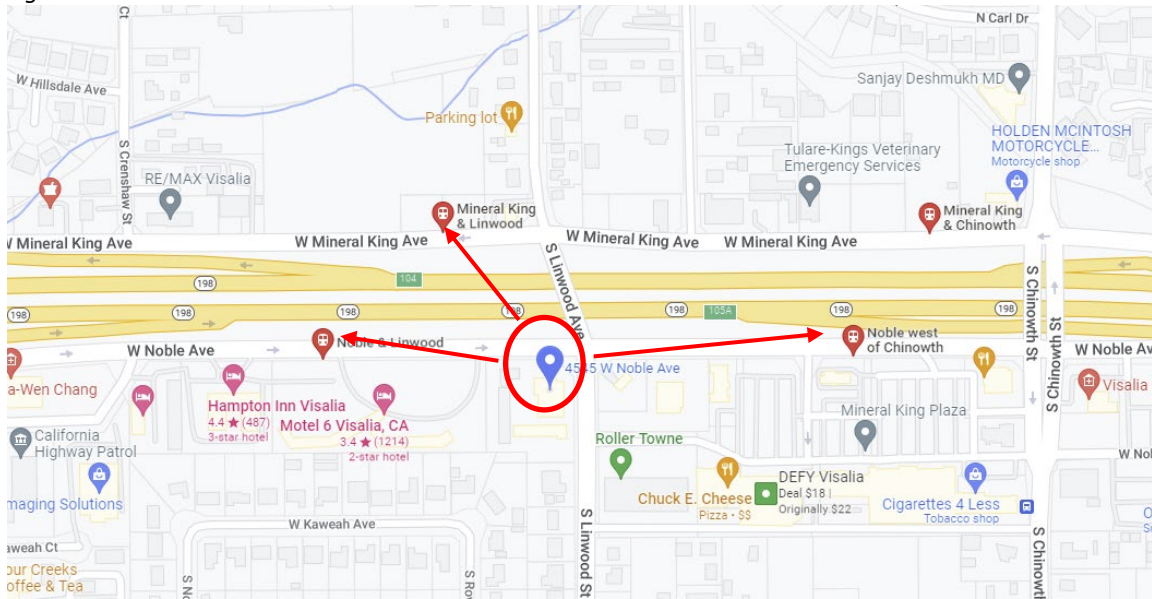
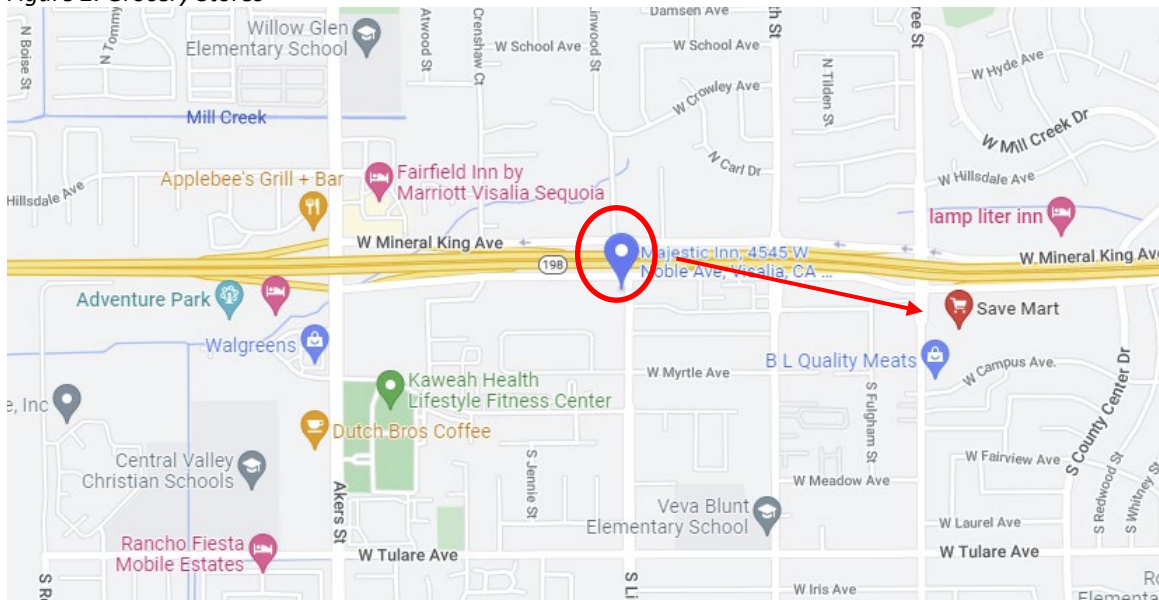


Figure 2. Grocery Stores



The Majestic property consists of a lobby with a connected manager's unit, two 2-story buildings, a commercial space containing two restaurants, a swimming pool, and ample onsite parking. In 2017, The Majestic added iron railing on the second story buildings, updated electrical throughout, new HVACs in each unit, and resealed the parking lot.

The lobby will be converted into a community space and case management offices. Onsite services will include housing sustaining supports, life skills building, and tenant events to create a sense of community among residents.

Figure 3. Aerial Photo of Existing Property



Figure 4. Conceptual Design

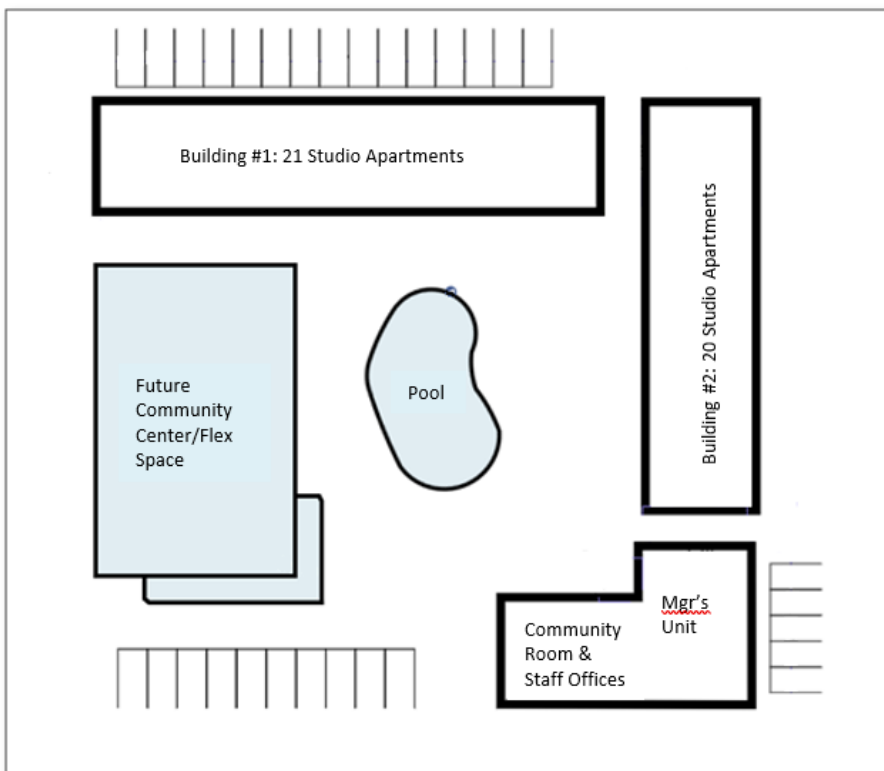
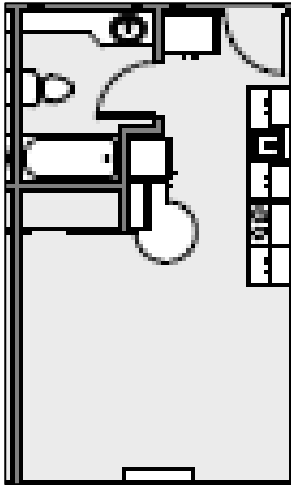


Figure 5. Conceptual Unit Design



Potential unit layouts include a wardrobe closet, tub/shower combo, galley kitchen, and built in table that also serves as an island.

Each unit will be fully rehabbed to meet Housing Quality Standards. Doors, flooring, cabinets, appliances will all be replaced. Windows and HVAC will be replaced as needed. All units will have new paint, locks, and furnishings.

At minimum furnishings will include a bed, nightstand, and chair(s).

Timeline

RH Community Builders (RHCb) has identified the following dates and milestones for the rehabilitation of The Majestic conversion to permanent supportive housing. Brad Hardie, RHCb president, will oversee the construction and development progress of the project. A construction and draw schedule will be included in the General Contractor's AIA contract, along with a liquidated damages clause, to ensure that funds are spent in a timely manner and that the project is completed on time.

June 2022 – Site Control. A Purchase and Sale Agreement is made between RHCb and the owners of The Majestic.

July 2022 – Site Visit: Architect and General Contractor. The architect and general contractor revisited the site to develop a rehabilitation plan for the project.

October 2022 – Plans submitted to the City and sent out for bids.

November 2022 – Homekey Program Award Announcement.

December 2022 – Standard Agreement Issued. Per the HCD Homekey webpage, Standard Agreements will be issued after the Department's receipt of required information and documentation.

December 2022 – RHCb acquires the property.

January 2023 - Rehabilitation commences. The developer will issue the General Contractor a notice to proceed to begin construction.

Q3 2023 – Coordination with CES. The Coordinated Entry System will be notified approximately 45 days prior to construction completion so that referrals can be sent to RHCb.

Q4 2023 – Rehabilitation Complete.

Q4 2023 - Full Occupancy achieved. Because we are using the Coordinated Entry System, identified clients will be ready to occupy immediately upon completion of the project.

Project Operation

Project Specific Requirements

The Majestic is designated to serve households who have experienced homelessness or at risk of homelessness as defined in Part 578.3 of Title 24 of the Code of Federal Regulations.

Enterprise Income Verification (EIV)

This property will utilize the Existing Tenant Search Report available on the Enterprise Income Verification System (EIV) as part of the application/screening process prior to admission. This report will be utilized to determine if an applicant or any member of the applicant household (including minor children) are currently receiving HUD subsidy at another HUD Multifamily or Public or Indian Housing property. All applicants MUST disclose if they are currently receiving HUD housing assistance. The owner/agent will not knowingly assist applicants who will maintain a residence in addition to the HUD assisted unit or who attempt to receive HUD assistance in two separate residences.

Nothing prohibits a HUD housing assistance recipient from applying to this property. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance on this property will begin. The report gives the owner/agent the ability to coordinate move-out and move-in dates with the property at the other location. Special consideration applies to minor children where both parents share custody.

Failure to terminate HUD assistance at the other property may result in the applicant paying a non-subsidized rent at our property until subsidy is terminated at the other property. If the applicant or any member of the applicant household fails to fully and accurately disclose rental history, the application may be denied based on the applicant's "misrepresentation" of information.

Income Limits

In order for an application to be eligible for occupancy, the applicant's total family annual income must not exceed the applicable income limit, established yearly by HUD. Income limits are available at the management office or from HUD's website at www.hududers.org.

Income limits are based on the median income for a metropolitan statistical area as follows:

Income Limit	Median Income for Area
Low-income limit	80% of median income
Very low-come limit	50% of median income
Extremely low-income limit	30% of median income

RH Community Builders is required to ensure that 100% of units are leased to households whose incomes are extremely low income.

Applicant Screening Criteria

All applicants will be screened in accordance with HUD regulations and management policies and procedures. Such screening will entail the receipt and review of credit reports, landlord reports, criminal background reports (to the extent allowable under federal, state, or local laws), and the EIV Existing Tenant Search.

Applicant screening will consist of the following:

- 1) Credit reports - only as it relates to timely payments of rent and utilities and any history of evictions; fraud (credit activity for five years prior to date of application).
- 2) Landlord reports - history of disruptive behavior; poor housekeeping habits; late and/or missed rent payments; lease violations; violation of house rules (current and past two landlords).
- 3) Home Inspection, at their current location, may be conducted for all program applicants for determination of housekeeping standards.
- 4) Criminal Background Records - standards that prohibit admission are:
 - a) Normally any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity, unless: the evicted household member has successfully completed an approved, supervised drug rehabilitation program; or, the circumstances leading to the eviction no longer exists (member no longer resides with the applicant household).
 - b) A household in which any member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. However, the owner may consider and require evidence of whether a member currently or previously engaged in drug related activity is participating in or has successfully completed an approved, supervised drug rehabilitation program.
 - c) Any household member who is subject to a state sex offender lifetime registration requirement. This information will be verified by searching the Dru Sjodin National Sex Offender Database (www.nsopw.gov).
 - d) Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
 - e) Any household member convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing.
 - f) Convictions for the following felony crimes:

- i. for a period of one year from completion of sentencing: drug-related criminal activity;
- ii. for a period of two years from the completion of sentencing: Aggravated Murder, Felonious Assault, Child Abuse, Abduction, Criminal Child Enticement, Gross Sexual Imposition, Unlawful Sexual Conduct with Minor, Domestic and Dating Violence, Murder, Aggravated Assault, Kidnapping, Rape, Sexual Battery, Aggravated Arson, Endangering children, and Stalking. However, applicants may address and present mitigating circumstances regarding criminal convictions prior to admissions decisions

Annual Recertification Requirements

To ensure that assisted tenants pay rents commensurate with their ability to pay, HUD requires the following:

- 1) Owners must conduct a recertification of family income and composition at least annually. Owners must then recompute the tenants' rents and assistance payments, if applicable, based on the information gathered.
- 2) Tenants must supply information requested by the owner or HUD for use in a regularly scheduled recertification of family income and composition in accordance with HUD requirements.
- 3) Tenants must sign consent forms and asset declaration forms

Annual recertifications must be completed by the tenant's recertification date.

- 1) Initial Notice- will be provided at the time of lease signing and each annual recertification.
- 2) First Reminder- will be provided at least 120 days prior to recertification anniversary date
- 3) Second Reminder- will be provided if the tenant fails to respond within 30 days to the First Reminder and approximately 90 days prior to the recertification date.
- 4) Third Reminder- will be provided if the tenant fails to respond to the Second Reminder and no less than 60 days prior to the recertification date.

Interim Recertification Requirements

To ensure that assisted tenants pay rents commensurate with their ability to pay, tenants must supply information requested by the owner or HUD for use in an interim recertification of family income and composition in accordance with HUD requirements.

All tenants must notify the owner when:

- 1) A family member moves out of the unit;
- 2) The family proposes to move a new member into the unit; NOTE: At a minimum, owners must apply screening criteria for drug abuse and other criminal activity, *including State sex offender registration, and use of the EIV Existing Tenant Search to persons proposed to be

added to the household, including live-in aides. The owner must make sure that the person also discloses and provides verification of his or her SSN.

- 3) An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
- 4) The family's income cumulatively increases by \$200 or more per month.

Tenants may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include the following:

- 1) Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income;
- 2) Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
- 3) Other changes affecting the calculation of a family's annual or adjusted income include, but *are* not limited to a family member turning 62 years old, becoming a full-time student or, becoming a person with a disability.

If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:

- 1) Rent increases. If the tenant's rent increases because of an interim adjustment, the owner must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day period.
- 2) Rent decreases. If the tenant's rent will decrease, the change in rent is effective on the first day of the month after the date of action that caused the interim certification, *e.g.*, first of the month after the date of loss of employment.

** A 30-day notice is not required for rent decreases.*

Supportive Services

RHCB will support tenants with long-term housing stability by providing onsite client-centered Tenancy and Sustaining Services as well as Enhanced Care Management.

Tenancy and Sustaining Services include:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment, hoarding, substance use, and other lease violations.
- Education and training on the role, rights and responsibilities of the tenant and landlord.
- Coaching on developing and maintaining key relationships with landlords/property managers with a goal of fostering successful tenancy.
- Coordination with the landlord and case management provider to address identified issues that could impact housing stability.
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action including developing a repayment plan or identifying funding in situations in which the client owes back rent or payment for damage to the unit.

- Advocacy and linkage with community resources to prevent eviction when housing is or may potentially become jeopardized.
- Assisting with benefits advocacy, including assistance with obtaining identification and documentation for SSI eligibility and supporting the SSI application process. Such service can be subcontracted out to retain needed specialized skillset.
- Assistance with the annual housing recertification process.
- Coordinating with the tenant to review, update and modify their housing support and crisis plan on a regular basis to reflect current needs and address existing or recurring housing retention barriers.
- Continuing assistance with lease compliance, including ongoing support with activities related to household management.
- Health and safety visits, including unit habitability inspections.
- Other prevention and early intervention services identified in the crisis plan that are activated when housing is jeopardized (e.g., assisting with reasonable accommodation requests that were not initially required upon move-in).
- Providing independent living and life skills including assistance with and training on budgeting, including financial literacy and connection to community resources.

Enhanced Care Management (ECM) will address the clinical and non-clinical needs of high-need, high-cost eligible tenants through systematic coordination of services and comprehensive care management. ECM offers comprehensive, “whole person” care management with the overarching goals of:

- Improving care coordination; Integrating services;
- Facilitating community resources;
- Improving health outcomes; and
- Decreasing inappropriate utilization and duplication of services.

Program Goals

RH Community Builders proposes the following outcomes for The Majestic permanent supportive housing program:

Goal	Program Outcome Targets
Housing Stability	85% of persons will remain in the permanent housing project as of the end of the operating year or will exit to other permanent housing
Increased Income	90% of persons age 18 and older will maintain or increase their total income (from all sources) as of the end of the operating year or program exit.
Community Engagement	80% of clients will participate in skill building workshops and/or onsite community events.

Compliance

During the development phase of the project, RH Community Builders (RHCb) will leverage its team of experts to ensure compliance with HOME ARP, SAH regulations, and RFP requirements. RHCb's internal team has over two decades of experience in government funding and grants compliance. Additionally, the RHCb development team engages with a variety of consultants for specialized compliance areas such as legal, relocation, labor, ADA, and NEPA. RHCb's fiscal team follows Generally Accepted Accounting Principles (GAAP) for all financial activities and 2 CFR 200 for grants and contracts requiring such.

Once the project is operational, RHCb uses its comprehensive Compliance Plan that includes the monitoring and oversight of all records, data, and outcomes. RHCb has extensive experience with maintaining records and data including complex management of tax credit and HUD compliance. All RHCb charts are monitored on a regular basis. Client files are reviewed at 30 days from intake, 6 months, 9 months, 12 months, and at exit. New staff are thoroughly trained in data collection to ensure that all collected data is valid and of high quality. The Property Manager will ensure that the high volume of data, records, and information is well tracked, accurately maintained, and provided to requesting parties in a timely fashion.

Additionally, RHCb collects HMIS data at the time of intake and discharge. All HMIS data is entered into the online database within 72 hours of occurrence. Monthly HMIS data reports are completed by the Housing Director and reviewed for accuracy by the Executive Director.

Leveraging

RH Community Builders will leverage a variety of funding sources, both cash and in-kind, for The Majestic project. Development sources for the project will include those available under this RFP and Homekey, round three. Supportive services will be funded through our California Advancing and Innovating Medi-Cal (Cal AIM) contract. Tulare County HHSA will provide entitlement benefit assistance and behavioral health services. Operational support will be leveraged through Mainstream Voucher Program (MVP) and Emergency Housing Voucher (EHV) referrals from the Kings/Tulare Homeless Alliance.

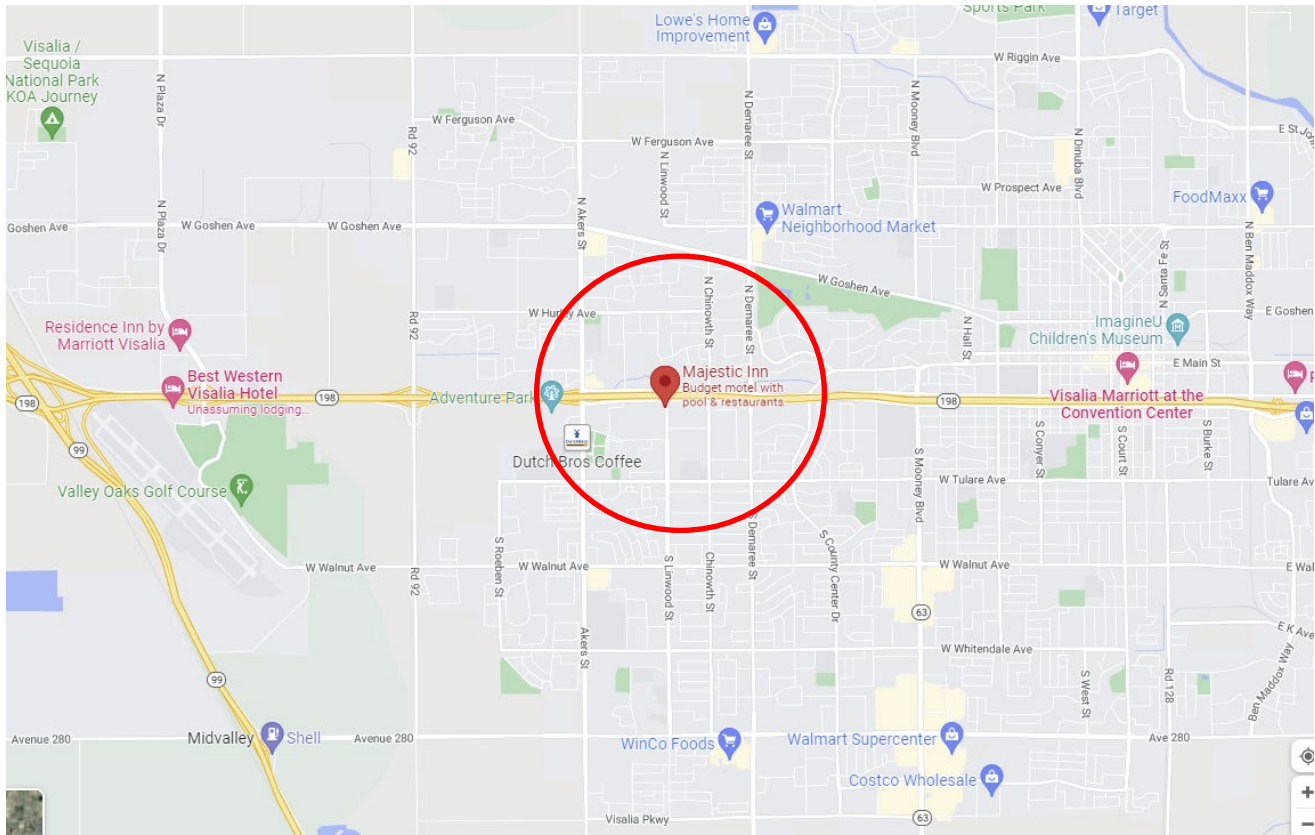
Barriers, Exclusions

Not applicable. RH Community Builders (RHCb) does not anticipate any exclusions to program participation. Additionally, RHCb does not identify any barriers that would be significant enough to cause the program to not reach the intended outcomes. The leadership team of RHCb has extensive experience navigating the implementation of new programs and ensuring that unforeseen barriers do not impact the overall operation or outcomes of the program.

Program Administrative vs. Activity Delivery

RH Community Builders understands Program Administrative Costs versus Activity Delivery Costs. All costs associated with this funding will be Activity Delivery Costs and directly related to completing eligible activities.

Proposed Location



Exceptions

RH Community Builders does not have any exceptions to the requirements of the RFP.

Additional Information

RH Community Builders (RHCB) combines a rich history of real estate and affordable housing development, social services operations, and specialty property management. The RHCB team has a proven track record of successful business operations. The leadership team of Wayne Rutledge and Brad Hardie is a known successful combination in the Central Valley.

Mr. Rutledge has more than 25 years of experience in business management, has successfully opened and grown Uncle Harry's Bagelry from 1 shop to 5 shops, won multiple business awards, and is known to be an excellent company to work for. In addition to his successful business ventures, Mr. Rutledge brings a wealth of experience in leadership and management. Wayne's ability to bring his vision to reality while valuing employees and making sure that customers are successful is what sets him apart.

Mr. Hardie started in the property management business and grew Regency Property Management from a small company managing less than 100 properties to a company that now manages more than 8,000 doors in the Central Valley. Regency Property Management is known to be the largest and best quality affordable housing property management in the Fresno Region, which is due to Mr. Hardie's passion for ensuring that all community members have an affordable and quality place to call home.

Their passions, experience, and motivations combined led to the development of The Hacienda. Located in Central Fresno, The Hacienda, which was one a dilapidated community eye sore, is now a central hub for community resources. The Hacienda is fully occupied and provides a full continuum of service options including residential substance abuse treatment, outpatient substance abuse treatment, outpatient mental health services, low-barrier shelter, bridge housing, site based rapid rehousing, permanent supportive housing, sober living, and an onsite pharmacy.

Sequoia Village in Visalia and Crossroads Village in Fresno are additional examples of the work of Mr. Hardie and Mr. Rutledge. Sequoia Village, formerly known and Sequoia Lodge was a known hotspot for criminal activity including prostitution. Within 45 days of acquisition, the former motel was renovated and operational as a low-barrier shelter serving the Visalia community. Crossroads Village, completed on a similar timeline, turned 200 under-utilized and poor condition motel rooms into 165 units of permanent housing. These Homekey projects have improved the resources available to the community and have made a positive impact on the community around them.

The leadership, passion, and experience of the leadership team is unparalleled and will ensure that The Majestic project not only fulfills the community's need and vision but exceeds all expectations.

Forms

Attachment 1

**BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
(EXECUTIVE ORDER 11426)**

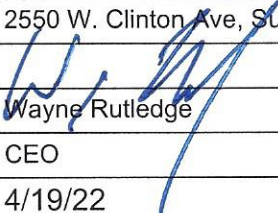
The BIDDER shall complete the following statement by checking the appropriate blanks:

The BIDDER has X has not _____ participated in a previous contract subject to the Equal Employment Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The BIDDER has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and those representations indicating submission of required compliance reports signed by proposed SUBBIDDERS will be awarded prior to award of subcontracts.

If the BIDDER has participated in previous contracts subject to the Equal Employment Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the BIDDER shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I" prior to award of the contract.

Note: Failure to complete the blanks may be grounds for rejecting the bid.

Company:	RH Community Builders LP
Business Address:	2550 W. Clinton Ave, Suite 142, Fresno CA 93705
Signature:	
Name of Signing Official:	Wayne Rutledge
Title of Signing Official:	CEO
Date:	4/19/22

Company Seal:
(if any)

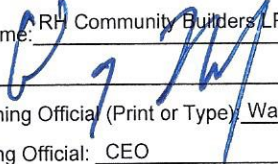
Attachment 2

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
(EXECUTIVE ORDER 11246)**

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Orders 10925, 11114 or Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with the City of Visalia, the BIDDER agrees as follows:

1. The BIDDER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or political affiliation. The BIDDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, national origin, or political affiliation. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BIDDER 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 BIDDER will, in all solicitations or advertisements for employees, placed by or on behalf of the BIDDER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin or political affiliation.
3. The BIDDER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or the workers' representative of the BIDDER's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice on conspicuous places available to employees and applicants for employment.
4. The BIDDER will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevancy orders of the Secretary of Labor.
5. The BIDDER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the BIDDER's non-compliance with the non-discrimination clauses of this subcontract or with any of such rules, regulations or orders, this subcontract may be canceled, terminated or suspended, in whole, or in part and the BIDDER may be declared ineligible for further government contracts in accordance with the procedures authorized in accordance with Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or otherwise provided by law.
7. The BIDDER will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each SUBBIDDER or vendor. The BIDDER will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the BIDDER becomes involved in, or is threatened with litigation with a SUBBIDDER or vendor as a result of such direction by the contracting agency, the BIDDER may request the United States to enter into such litigation to protect the interest of the United States.

Company Name: RH Community Builders LP Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705
 Signature:  Date: 4/19/2022
 Name of Signing Official (Print or Type): Wayne Rutledge
 Title of Signing Official: CEO Company Seal (if any)

**CERTIFICATE OF NONSEGREGATED FACILITIES
(BIDDERS/SUBCONTRACTORS)**

- 1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- 2. By the submission of a bid, the BIDDER certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- 3. By submission of the bid, the BIDDER further agrees that (except where it has obtained identical certifications from proposed SUBCONTRACTORS for specific time periods) it will:
 - (a) Obtain identical certifications from proposed SUBCONTRACTORS before the award of subcontracts under which the SUB-BIDDER will be subject to the Equal Opportunity clause;
 - (b) Retain such certifications in its files; and
 - (c) Forward this certification and the following notice to the proposed SUBCONTRACTORS:

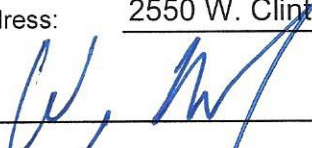
**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A certificate of Nonsegregated Facilities must be submitted before the award of a subcontract under which the SUBCONTRACTOR will be subject to the equal Opportunity clause. The certification may be submitted either for each SUBCONTRACTOR for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

- 4. By commencing performance of the Contract work, the selected BIDDER certifies to the Nonsegregated Facilities provisions above.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature:  Date: 4/19/2022

Name of Signing Official (Print or Type) : Wayne Rutledge

Title of Signing Official: CEO Company Seal (if any): _____

Attachment 4

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

Wayne Rutledge, being first duly sworn, deposes and says that he or she is CEO of RH Community Builders LP the party making the foregoing Bid; that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the BIDDER or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Company: RH Community Builders LP
Business Address: 2550 W. Clinton Ave., Suite 142, Fresno CA 93705
Signature: [Signature]
Name of Signing Official: Wayne Rutledge
Title of Signing Official: CEO
Date: 4/19/22

Company Seal:

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

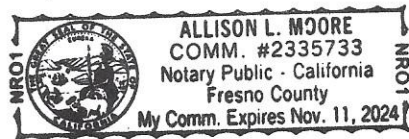
State of California
County of Fresno

On this 20th day of April, 2022 before me, Allison L Moore, a Notary Public, personally appeared Wayne Rutledge, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



WORKERS' COMPENSATION INSURANCE CERTIFICATE

STATE OF CALIFORNIA)
) ss
CITY OF VISALIA)

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work under this contract.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature: 

Name of Signing Official: Wayne Rutledge

Title of Signing Official: CEO

Date: 4/19/22

Company Seal:

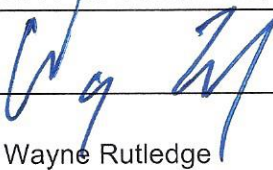
Attachment 6

AMERICANS WITH DISABILITIES ACT COMPLIANCE CERTIFICATE

By submission of a bid, the BIDDER certifies it will comply with the Americans with Disabilities Act, 42 U.S.C., 12101 et. seq., and will maintain compliance throughout the life of this Contract. By commencing performance of the Contract work, the selected BIDDER certifies to the Americans with Disabilities Act compliance.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature:  _____

Name of Signing Official: Wayne Rutledge

Title of Signing Official: CEO

Date: 4/19/22

Company Seal (if any):



CITY OF VISALIA
Ownership Disclosure for Contractors and Consultants

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Firm Name: RH Community Builders LP
Firm Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

List the names of all principals, partners, and/or trustees. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

- General Partner: WRBH LLC
- Limited Partner: Wayne Rutledge and Rena Rutledge, Trustees of the Wayne and Rena Rutledge Revocable Trust u/a/d January 14, 2015
- Limited Partner: AHBH LLC
-
-
-
-
-
-

Submitted by: Name Wayne Rutledge
Date 4/19/22

Attachment 8


STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV.12-93)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME RH Community Builders LP	FEDERAL ID NUMBER 84-2737051
BY (Authorized Signature) 	DATE EXECUTED 4/19/2022
PRINTED NAME OF PERSON SIGNING Wayne Rutledge	TELEPHONE NUMBER (Include Area Code) (559) 213-7373
TITLE CEO	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 2550 W. Clinton Ave, Suite 142, Fresno CA 93705	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation, and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

At the election of the contractor or grantee, from and after the "Date Executed" and until 4/18/25 (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

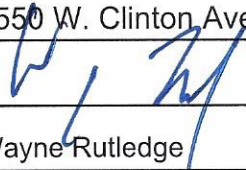
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature: 

Name: Wayne Rutledge

Title: CEO Date: 4/19/22

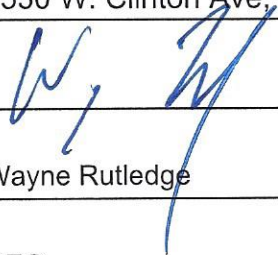
Attachment 10

**SUSPENSION AND DEBARMENT REQUIREMENTS FOR
ALL CONTRACTS OVER \$25,000
49 CFR , Part 29 and Part 18, Section 18.35**

The BIDDER certifies, by submission of this proposal, that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the BIDDER or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this RFB.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature:  _____

Name of Signing Official: Wayne Rutledge

Title of Signing Official: CEO

Date: 4/19/22

Company Seal:

Attachment 11

CLEAN AIR AND WATER POLLUTION CONTROL CERTIFICATION
 (AIR: 42 U.S.C. § 7401 et seq., WATER: 33 U.S.C. § 1251 et seq; 49 CFR, Part 18, Section 18.36)

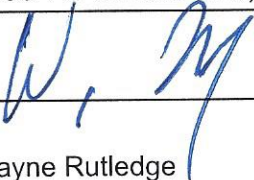
BIDDER agrees that any facility to be used in the performance of the contract, or to benefit from the contract, is not listed on the Environmental Protection Agency List of Violating Facilities.

BIDDER also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. relating to the inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder.

BIDDER agrees that as a condition for award of the contract, the BIDDER will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of, or benefit from, the contract is under consideration to be listed on the EPA List of Violating Facilities.

Company: RH Community Builders LP

Business Address: 2550 W. Clinton Ave, Suite 142, Fresno CA 93705

Signature: 

Name of Signing Official: Wayne Rutledge

Title of Signing Official: CEO

Date: 4/19/22

Company Seal:

BUY AMERICA REQUIREMENTS

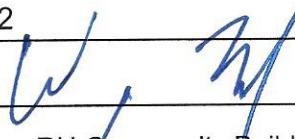
**49 U.S.C. 5323(j)
49 CFR Part 661**

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

(Certification requirement for procurement of steel, iron, or manufactured products)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 4/19/22

Signature 

Company Name RH Community Builders LP

Title CEO

Company Seal:

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Company Seal:

Section E Information

CITY OF VISALIA - BUDGET MATRIX						
Organization Name:	RH Community Builders LP					
Project Name:	The Majestic					
Project Dates:	6/2022 - 12/2023					
REVENUE						
Revenue Description	COV HOME-ARP	COV SAH	Other Funding Source	Other Funding Source	Other Funding Source	Total
			Name: Homekey Secured: No	Name: CDBG Secured: No	Name: Secured:	
Revenue Resources	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00		\$ 15,014,675.00
Total Revenue	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00
EXPENDITURES						
Expenditures Description	COV HOME-ARP	COV SAH	Other Funding Source	Other Funding Source	Other Funding Source	Total
			Name: Homekey	Name: CDBG	Name:	
Personnel Expenditures						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Personnel Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Acquisition/Rehabilitation Expenditures						
Land/Buildings	\$ -	\$ -	\$ 5,720,000.00	\$ -		\$ 5,720,000.00
Construction/Rehabilitation	\$ 1,800,000.00	\$ 900,000.00	\$ 2,523,772.00	\$ 2,084,675.00		\$ 7,308,447.00
Architectural Fees	\$ -	\$ -	\$ 156,250.00	\$ -		\$ 156,250.00
Financing	\$ -	\$ -	\$ 200,770.00	\$ -		\$ 200,770.00
Legal Fees	\$ -	\$ -	\$ 40,000.00	\$ -		\$ 40,000.00
Reserves	\$ -	\$ -	\$ 112,536.00	\$ -		\$ 112,536.00
Contingency	\$ -	\$ -	\$ 385,422.00	\$ -		\$ 385,422.00
Other Project Costs	\$ -	\$ -	\$ 185,250.00	\$ -		\$ 185,250.00
Developer Costs	\$ -	\$ -	\$ 906,000.00	\$ -		\$ 906,000.00
						\$ -
Total Project Acq/Rehab Expenditures	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00
Operation Expenditures						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total Operation Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00

CITY OF VISALIA - BUDGET NARRATIVE						
Organization Name:	RH Community Builders LP					
Project Name:	The Majestic					
Project Dates:	6/2022 - 12/2023					
REVENUE						
Revenue Description	COV HOME-ARP	COV SAH	Other Funding Source	Other Funding Source	Other Funding Source	Total
			Name: Homekey	Name: CDBG	Name:	
			Secured: No	Secured: No	Secured:	
Revenue Resources	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00
Total Revenue	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00
EXPENDITURES						
Expenditures Description	COV HOME-ARP	COV SAH	Other Funding Source	Other Funding Source	Other Funding Source	Total
			Name: Homekey	Name: CDBG	Name:	
Personnel Expenditures						
N/A						
Total Personnel Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Acquisition/Rehabilitation Expenditures						
Purchase price: \$5,720,000 Construction Rehab: \$7,308,447 Architectural Fees: \$156,250 Financing: Bond \$50,000; Closing Costs \$15,000; Taxes \$55,770; Insurance \$80,000 Legal: Attorney Fees \$40,000 Reserves: \$112,536 Contingency: Construction \$365,422; Soft Costs \$20,000 Other Project Costs: NEPA \$5,000; Permits \$15,000; FF&E \$126,000, Appraisal \$7,500; Compliance \$31,750; Developer Expenses \$906,000						
Total Project Acq/Rehab Expenditures	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00
Operation Expenditures						
N/A						
Total Operation Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,800,000.00	\$ 900,000.00	\$ 10,230,000.00	\$ 2,084,675.00	\$ -	\$ 15,014,675.00

Estimated Funding Requirement

RH Community Builders (RHCB) will submit reimbursement requests on a monthly basis. Requests will include an invoice, OSS, and all supporting back-up such as invoices, receipts, and functional timesheets. All financial and program documentation is retained for a minimum five-year period after final payments have been issued by the funder. All documentation and client files are available for audit upon request.

RHCB has record retention policies that provide for the systematic review, retention and destruction of records. These policies cover all records, regardless of physical form, contain guidelines on how long certain records should be kept and how records should be destroyed. RHCB's record retention policies are designed to ensure compliance with federal and state laws and regulations. Policies include the delineation between permanent files, financial records, and correspondence with each category having a specific retention period.

RH Community Builders' Cost Allocation Plan is based on the Direct Allocation method described in OMB Circular A-122. The Direct Allocation Method treats all costs as direct costs except general administration and general expenses. Only costs that are allowable, in accordance with cost principles, will be allocated to benefiting programs. Personnel costs associated with project delivery will be substantiated by functional timesheets detailing the time spent on eligible activities within a specific project.

Conflict of Interest

RH Community Builders does not have any conflicts of interest with the City of Visalia or any member of City staff that may have an impact on the outcome of the project.

The project is in the predevelopment stage and does not have any clients who may have a financial interest in the outcome of the project.

RH Community Builders does not have any financial, business, or other relationship with the City or any member of the City staff that may have an impact on the outcome of the project.