

**CITY OF FONTANA  
REGULAR HOUSING AUTHORITY MEETING  
December 10, 2019  
Grover W. Taylor Council Chambers  
8353 Sierra Avenue  
Fontana, CA 92335  
7:00 PM**

**Welcome to a meeting of the Fontana Housing Authority.** A complete agenda packet is located in the binder on the table in the lobby of the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335. To address the Authority, please fill out a card located at the entrance to the left indicating your desire to speak on either a specific agenda item or under Public Communications and give it to the Authority Secretary. Your name will be called when it is your turn to speak. In compliance with Americans with Disabilities Act, the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 is wheel chair accessible and a portable microphone is available.

Traducción en Español disponible a petición. Favor de notificar al Departamento "City Clerk". Para mayor información, favor de marcar el número 350-7602.

**CALL TO ORDER/ROLL CALL:**

- A.** 7:00 P.M. Call the Meeting to Order

**PUBLIC COMMUNICATIONS:**

**This is an opportunity** for citizens to speak to the Authority for up to 5 minutes on items **not** on the Agenda, but within the Authority's jurisdiction. The Authority is prohibited by law from discussing or taking immediate action on non-agendized items.

- A.** Public Communications

**CONSENT CALENDAR:**

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below - there will be no separate discussion on these items prior to the time Authority votes on them, unless a member of the Authority requests a specific item be removed from the Consent Calendar for discussion. **Does any member of**

**the public wish to address the Authority regarding any item on the Consent Calendar before the vote is taken?**

**A. Approval of Minutes**

Approve the Minutes of the November 12, 2019, Regular Housing Authority Meeting.

**B. First Amendment to Lease Agreement Between the Fontana Housing Authority and Laurel Woods Affordable Housing, LLC**

Approve a first amendment to the lease agreement between the Housing Authority and Laurel Woods Affordable Housing, LLC, and authorize the Executive Director to execute any documents necessary to effectuate said approval.

**Approve Consent Calendar Item(s).**

**ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:**

**A. Elected Officials Communications/Committee Reports**

**EXECUTIVE DIRECTOR'S COMMUNICATIONS:**

**A. Executive Director Communications**

**ADJOURNMENT:**

**A. Adjournment**

**MINUTES OF THE CITY OF FONTANA  
REGULAR HOUSING AUTHORITY MEETING  
November 12, 2019  
Grover W. Taylor Council Chambers**

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**CLOSED SESSION:**

**A. 6:00 P.M. CLOSED SESSION**

A Closed Session was held at 6:00 p.m. in the City Hall Executive Conference Room with Chairperson Armendarez, Authority Members Warren, Roberts, Sandoval and Cothran present.

**PUBLIC COMMUNICATION:**

There were no public communications received on the following closed session item:

CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

Properties: APN's 0255-101-22-0-000 and 0255-101-23-0-000; vacant land on Sierra Avenue between Santa Ana Avenue to the north and Jurupa Avenue to the south

Negotiating Parties: Fontana Housing Authority, The Related Companies of California, LLC and LaBarge Industries, LLC

Negotiator: Michael Milhiser, Interim City Manager, Debbie Brazill, Deputy City Manager, Brent Mickey, Housing Development Manager

Under Negotiation: Price and Terms of Payment

**CALL TO ORDER/ROLL CALL:**

**A. 7:00 P.M. Call the Meeting to Order**

The Regular Meeting of the City of Fontana Housing Authority was held on Tuesday, November 12, 2019, in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, California. Chairperson Armendarez called the meeting to order at 7:46 p.m.

**ROLL CALL:**

Present: Chairperson Armendarez, Authority Members Warren, Roberts, Sandoval, and Cothran.

**PUBLIC COMMUNICATIONS:**

**A. Public Communications**

There were no public communications received.

## **CONSENT CALENDAR:**

**ACTION:** Motion was made by Authority Member Roberts, seconded by Authority Member Sandoval and passed by a vote of 5-0 to approve Consent Calendar Items "A" (AYES: Warren, Roberts, Sandoval, Armendarez and Cothran; ABSENT: None; NOES: None) as follows:

### **A. Approval of Minutes**

Approve the Minutes of the October 22, 2019, Regular Housing Authority Meeting.

## **ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:**

### **A. Elected Officials Communications/Committee Reports**

There were no Elected Official communications received.

## **EXECUTIVE DIRECTOR'S COMMUNICATIONS:**

### **A. Executive Director Communications**

There were no Executive Director communications received.

## **ADJOURNMENT:**

The Fontana Housing Authority meeting was adjourned by consensus at 7:49 p.m.

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Tonia Lewis  
Authority Clerk

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Jesse Armendarez  
Chairperson

**ACTION REPORT  
December 10, 2019**

**FROM:** Department of Administrative Services

**SUBJECT:** First Amendment to Lease Agreement Between the Fontana Housing Authority and Laurel Woods Affordable Housing, LLC

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**RECOMMENDATION:**

Approve a first amendment to the lease agreement between the Housing Authority and Laurel Woods Affordable Housing, LLC, and authorize the Executive Director to execute any documents necessary to effectuate said approval.

**DISCUSSION:**

The Housing Authority entered into a Lease Agreement with Laurel Woods Affordable Housing, LLC on October 24, 2006, to manage Laurel Woods Apartments located at 8347 Laurel Avenue, Fontana, CA.

As this property continues to be well-maintained and managed and provides affordable housing for persons and families of very-low and low-income, the Housing Authority and Laurel Woods Affordable Housing, LLC., desire to extend the term of this lease to expire on August 15, 2042, and to allow a first right of refusal to purchase the property.

Approval of this First Amendment to the Lease Agreement will allow for continued, effective property management of this Authority owned, affordable multi-family community, and allow Laurel Woods Affordable Housing, LLC the right of first refusal should an offer to purchase the Property be made to the Housing Authority in which the Authority wishes to accept.

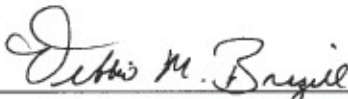
**FISCAL IMPACT:**

No Fiscal Impact

**MOTION:**

Approve staff recommendation.

**SUBMITTED BY:**



Debbie M. Brazill

Deputy City Manager, Acting City Manager

**APPROVED BY:**



G. Michael Milhiser  
Interim City Manager

**ATTACHMENTS:**

Description:	Type:
<a href="#">First Amendment to Lease Agreement</a>	Agreement

**ITEM: CC-B**

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
THE FONTANA HOUSING AUTHORITY AND LAUREL WOODS AFFORDABLE  
HOUSING, LLC**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is entered into by and between the **FONTANA HOUSING AUTHORITY**, a public body, corporate and politic (“Authority”) and **LAUREL WOODS AFFORDABLE HOUSING, LLC**, a California limited liability company (“Lessee”). Authority and Lessee are hereinafter sometimes individually referred to as “Party” and collectively referred to as the “Parties.” This First Amendment is dated (for identification purposes only) as of \_\_\_\_\_, 2019 and is made in light of the following Recitals:

**RECITALS**

A. **WHEREAS**, Authority owns certain property located in the County of San Bernardino, State of California, commonly known as the Laurel Woods Apartments, located at 8347 Laurel Avenue, Fontana, California, 92335 (the “Property”);

B. **WHEREAS**, the Property is improved with a sixty-eight (68)–unit apartment complex, including two (2) nonconforming units;

C. **WHEREAS**, Authority and Lessee entered into a certain Disposition and Development Agreement, dated as of October 24, 2006 (the “DDA”), pursuant to which Authority agreed to lease the Property to Lessee for the purpose of providing sixty-eight (68) units of multi-family residential housing at affordable rents and a “Resident Service Center” on the Property;

D. **WHEREAS**, Authority and Lessee entered into a Lease Agreement for Laurel Woods Apartments (the “Lease Agreement”), dated as of November 15, 2006, in order to sublease the apartment units in the Property to very low-income tenants and to construct and operate the Resident Services Center; and

E. **WHEREAS**, Through this First Amendment, the Parties desire to amend the Lease Agreement to extend the term of the Lease Agreement for an additional twenty (20) years beyond the current expiration date and to obtain a first right of refusal to purchase the property.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby amend the Lease Agreement as follows:

1. **Section 3 of the Lease Agreement, entitled Term, is hereby amended to include the following provision:**

3.1 **Extension of Term**. The Term of the Lease Agreement is hereby extended so as to expire on August 15, 2042 (the “New Expiration Date”). The period commencing as of August 15, 2022 (the “Renewal Commencement Date”) and ending as of the New Expiration Date is hereinafter referred to as the “Extended Term.”

**2. Section 18 of the Lease Agreement, entitled General Provisions, is hereby amended to include the following provision:**

18.15 **First Right of Refusal**. If, at any time during the term of the Lease Agreement, Authority receives an offer to purchase the Property which Authority wishes to accept, Authority will provide to Lessee a copy of the offer (made anonymous by the deletion of information specifically identifying the offeror). Following receipt thereof by Lessee, Lessee shall have a period of ten (10) days within which to elect whether to purchase the Property upon the same terms and conditions as set forth in the offer. If Lessee does not agree unconditionally in writing to the same terms and conditions as set forth in the offer within such ten (10) day period, Lessee will be deemed to have elected not to purchase the Property, in which case this right of first refusal will terminate; provided, however, that in the event the Property is subsequently not sold pursuant to the offer, this right of first refusal in favor of Lessee will be reinstated.

**3. Entire Agreement.** This First Amendment to the Lease Agreement shall affect only the sections referred to herein, and all other terms and conditions of the Lease Agreement shall remain in full force and effect.

**4. Choice of Law, Venue.** This First Amendment shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

**5. Counterparts.** This First Amendment may be signed in counterparts, each of which shall constitute an original.

**[Signatures on following page]**



**FONTANA HOUSING AUTHORITY**  
**FIRST AMENDMENT TO LEASE AGREEMENT**  
**(Laurel Woods Affordable Housing, LLC)**

IN WITNESS WHEREOF, the Authority and Lessee have executed this First Amendment to Lease Agreement on the dates indicated next to each of the signatures of their authorized representatives, as appear below.

LESSEE:

LAUREL WOODS AFFORDABLE HOUSING,  
LLC

Dated: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

AUTHORITY:

FONTANA HOUSING AUTHORITY

Dated: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

APPROVED AS TO FORM:  
BEST BEST & KRIEGER, LLP

By: \_\_\_\_\_  
General Counsel

