

ENFORCEMENT ACTION AGAINST	§	BEFORE THE
RISE RESIDENTIAL CONSTRUCTION	§	TEXAS DEPARTMENT OF HOUSING
RIVERSIDE, LLC AND MELISSA FISHER,	§	AND COMMUNITY AFFAIRS
	§	
	§	
	§	

### **VOLUNTARY NON-PARTICIPATION AGREEMENT**

This Voluntary Non-Participation Agreement (the “Agreement”), in connection with an Enforcement Action, is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the “Department”), **RISE RESIDENTIAL CONSTRUCTION RIVERSIDE, LLC**, a Texas limited liability company and **MELISSA FISHER**, an individual, acting individually and in her capacity as manager of Rise Residential Construction Riverside, LLC (herein collectively referred to as the “Responsible Parties”), to be effective on September 4, 2025.

### **RECITALS**

WHEREAS, in 2020, TX Riverside Seniors, LP was issued 4% bonds to build and operate Riverside Heights Senior Living a/k/a Legacy Riverside Senior Living Community (HTC #20613 / Bond #20613B / CMTS 5659) (the Property);

WHEREAS, Rise Residential Construction Riverside, LLC is the general contractor for the construction of the Property. It is controlled by Melissa Fisher;

WHEREAS, Responsible Parties submitted an altered third-party inspection report to the Department on October 10, 2024, as part of a quarterly Construction Status Report (CSR) for the Property. Quarterly CSRs are required under 10 TAC §10.401(b)(5) and must include a third-party construction inspection report. The altered third-party inspection report includes documents electronically signed by Melissa Fisher on October 9, 2024, and was submitted via email to the Department by James R. (Bill) Fisher of Sonoma Housing Advisors, LLC on behalf of Responsible Parties at 5:18pm on October 10, 2024. The altered third-party inspection report was also submitted by Melissa Fisher via FTP server upload to the Department at 7:44pm on October 10, 2024;

WHEREAS, intentionally or negligently providing material misrepresentations with regard to documentation submitted to the Department by a Responsible Party or a Consultant is a violation of 10 TAC §2.401(a)(5), and is grounds for discretionary debarment under 10 TAC §2.401(a)(5);

WHEREAS, on February 14, 2025, the Department notified Melissa Fisher, Rise Residential Construction Riverside, LLC, Sonoma Housing Advisors, LLC, and James R. (Bill) Fisher that they

were being referred to the TDHCA Enforcement Committee for debarment pursuant to 10 TAC §2.401(a)(5);

WHEREAS, on March 25, 2025, representatives for Rise Residential Construction Riverside, LLC, Melissa Fisher, Sonoma Housing Advisors, LLC, and James R. (Bill) Fisher attended the TDHCA Enforcement Committee;

WHEREAS, on April 11, 2025, the TDHCA Executive Director issued a debarment determination notice recommending a six-month debarment term for Rise Residential Construction Riverside, LLC, Melissa Fisher, Sonoma Housing Advisors, LLC, and James R. (Bill) Fisher;

WHEREAS, Responsible Parties appealed the debarment recommendation to the Department Governing Board (Board) on April 25, 2025;

WHEREAS, the Department issued a Notice of Possible Additional Evidence Relating to Debarment Recommendation on May 30, 2025, incorporating additional altered 2024 quarterly CSRs as evidence;

WHEREAS, the Department issued a Notice Regarding Debarment Appeal Determination on June 9, 2025, permitting Rise Residential Construction Riverside, LLC, Melissa Fisher, Sonoma Housing Advisors, LLC, and James R. (Bill) Fisher to submit additional appeal documentation;

WHEREAS, Responsible Parties submitted additional appeal documentation on July 10, 2025;

WHEREAS, Melissa Fisher represented in her appeal that: (1) Bill Fisher made a clerical error in submitting the altered CSR; (2) Melissa Fisher was not aware of the alteration of the CSRs; and (3) the alterations were made unilaterally by a since-terminated employee who was concerned that the inspection report findings would jeopardize bonus compensation;

WHEREAS Responsible Parties seek to agree to not participate in Department programs for a period of time, but do not agree that Responsible Parties have violated the statutory or rule basis for debarment;

WHEREAS, the Governing Board has tabled the debarment appeals of Melissa Fisher and Rise Residential Riverside Construction, LLC, and expects to address them at the September 4, 2025, meeting; and

WHEREAS, pursuant to 10 TAC §2.401(i)(5), the Department has the authority to permit corrective action for discretionary debarment referrals, including such corrective action as entering into an agreement by and between the Department and Responsible Parties, in which the Responsible Parties agree not to participate or apply for any new Department Programs during a specified period of time.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Rise Residential Construction Riverside, LLC, a Texas limited liability company, will not participate in any new Department financing, assistance opportunity, or programs for one (1) year ending September 4, 2026 ("Term").
2. Melissa Fisher, an individual, acting in her individual capacity and in her capacity as manager of Rise Residential Construction Riverside, LLC, will not participate in any manner on any new Department financing, assistance opportunity, or programs for one (1) year ending September 4, 2026 ("Term").
3. The Executive Director and staff will change their posture to be neutral regarding the debarment appeals of Responsible Parties pending before the TDHCA Governing Board, and the terms of this Agreement will be disclosed to the Board at that time. This does not affect the Board's authority to determine whether to grant or deny the appeal item.
4. This Agreement does not prohibit Responsible Parties from participating in any existing engagements funded through the Department where funds have already been awarded or allocated, nor does it affect any responsibilities or duties thereunder. Supplemental funding applications that would ordinarily be considered by the Department may still be considered by the Board during the Term of this Agreement on a case-by-case basis for existing engagements.
5. This Agreement does not constitute a suspension or debarment from Department programs, but is a voluntary and enforceable agreement to not participate in Department programs for the term outlined, herein. This Agreement does not preclude or stay any further or additional referral for discipline by the Enforcement Committee, including debarment.
6. In the event that Responsible Parties violate the terms of this Agreement, Responsible Parties will be referred to the TDHCA Enforcement Committee for further disciplinary action.
7. In the event that any Development, as defined at 10 TAC §11.1(d)(37), under the control of Responsible Parties is found to have event(s) of noncompliance referred to the TDHCA Enforcement Committee during the Term of this Agreement, TDHCA's standard procedures for noncompliance issues will be followed, including an informal conference with the Enforcement Committee.

8. This Agreement will be on file with TDHCA Previous Participation Review staff during the Term. Upon expiration of the Term, this Agreement shall terminate and be of no further force and effect.
9. This Agreement shall be published on the TDHCA website during the Term. Upon expiration of the Term, this Agreement shall be removed from the TDHCA website.
10. Pursuant to Section 2306.6717 of the Texas Government Code, Responsible Parties acknowledge that Department is subject to the Texas Public Information Act under Chapter 552 of the Texas Government Code. Responsible Parties understands that the Department will comply with the Texas Public Information Act interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.
11. Each capitalized term not expressly defined herein shall have the meaning given to such a term in the Agreement.
12. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.
13. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.
14. If a Party returns this copy by facsimile machine or electronic transmission, the signing Party intends the copy of its authorized signature printed by the receiving machine or electronic transmission to be its original signature.
15. By signing this Agreement, the Parties hereto expressly understand and agree that the terms shall become part of the Contract as if they were set forth word for word therein.

**RESPONSIBLE PARTIES:**

**MELISSA FISHER,**

an individual, acting in her individual capacity and in her capacity as manager of Rise Residential Construction Riverside, LLC

By: \_\_\_\_\_  
Name: Melissa Fisher  
Date: \_\_\_\_\_

**RISE RESIDENTIAL CONSTRUCTION RIVERSIDE, LLC,**

a Texas limited liability company

By: \_\_\_\_\_  
Name: Melissa Fisher  
Title: Manager  
Date: \_\_\_\_\_

**DEPARTMENT:**

**TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS**, a public and official  
agency of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Its duly authorized officer or representative  
Date: \_\_\_\_\_