



Boards of Commissioners Meeting

February 26, 2018

AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

Regular Joint Meeting of the Boards of Commissioners of the Fresno Housing Authority

5pm - February 26, 2019
285 J Street, Sanger, CA 93657

Interested parties wishing to address the Boards of Commissioners regarding this meeting's Agenda Items, and/or regarding topics not on the agenda but within the subject matter jurisdiction of the Boards of Commissioners, are asked to complete a "Request to Speak" card which may be obtained from the Board Secretary (Tiffany Mangum) at 4:45 p.m. You will be called to speak under Agenda Item 3, Public Comment.

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators should be made at least one (1) full business day prior to the meeting. Please call the Board Secretary at (559) 443-8475, TTY 800-735-2929.

5pm

1. Call to Order and Roll Call
2. Approval of agenda as posted (or amended)

The Boards of Commissioners may add an item to this agenda if, upon a two-thirds vote, the Boards of Commissioners find that there is a need for immediate action on the matter and the need came to the attention to the Authority after the posting of this agenda.

3. Public Comment

This is an opportunity for the members of the public to address the Boards of Commissioners on any matter within the subject matter jurisdiction of the Boards of Commissioners that is not listed on the Agenda. At the start of your presentation, please state your name, address and/or the topic you wish to speak on that is not on the agenda. Presentations are limited to a total of three (3) minutes per speaker.

4. Potential Conflicts of Interest – Any Commissioner who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (Gov. Code section 87105)**5. Consent Agenda**

All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed the Consent Agenda and considered following approval of the Consent Agenda.

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9. Closed Session	
a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN: 510-010-23; 4710 N Polk Ave., Fresno, CA Agency Negotiator: Preston Prince Negotiating parties: Fresno Housing Authority, Highway City Community Development, Inc.	
b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Gonzales v. City of Fresno; El Cortez Apartments; Fresno Housing Authority (Case No. 18CECG00348)	
10. Report on Closed Session Items	
11. Adjournment	

Minutes of the Joint Meeting
Of the Boards of Commissioners of the
HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO

Tuesday, January 22, 2019

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Tuesday, January 22, 2019 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:02 p.m. by Board Chair, Commissioner Jones, of the Board of Commissioners of the Housing Authority of City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Adrian Jones, Chair
 Rueben Scott
 Stacy Vaillancourt
 Sharon Williams
 Ruby Yanez

ABSENT: Caine Christensen, Vice Chair
 Terra Brusseau

The meeting was called to order at 5:02 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Stacy Sablan, Chair
 Mary G. Castro, Vice Chair
 Venilde Miller
 Nikki Henry
 Valori Gallaher

ABSENT: Joey Fuentes
 Cary Catalano

Also, in attendance were the following: Preston Prince, CEO/Executive Director, and Ken Price, Baker Manock and Jensen -General Counsel.

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

There were no public comments.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Yanez, to approve the agenda as posted.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Castro moved, seconded by Commissioner Miller, to approve the agenda as posted.*

MOTION PASSED: 5-0

3. PUBLIC COMMENT

Julian Dudley Najieb; African American Museum Board Chair; 1857 Fulton Street Fresno CA 93721; briefly presented her concern on the homeless housing that is planned for future opening in the area of Broadway Street and is agendized for closed session. She said she feels this is not a good location for the homeless housing. She added the African American Museum has been going through challenges with the homeless that are situated around the area. The experience of the Museum with homeless individuals includes their use of electricity, water, leaving feces and urine close to the property. She added if the housing is built on Broadway Street, this will attract more individuals to the area and this will increase their challenges.

4. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest at this time.

5. CONSENT AGENDA

All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed from the Consent Agenda and considered following approval of the Consent Agenda.

- a. Consideration of the minutes of December 18, 2018
- b. Consideration of the 2019 Agency Salary Schedule
- c. Consideration of Out of State Travel

CITY MOTION: *Commissioner Williams moved, seconded by Commissioner Yanez to approve the Consent Agenda Items A-C.*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Gallaher to approve the Consent Agenda Items A-C.*

MOTION PASSED: 5-0

6. INFORMATIONAL

- a. Resident Services Presentation – Low-Income Home Energy Assistance Program (LIHEAP) by Fresno EOC

Ms. Mary Helen Caggianelli, Assistant Manager-Resident Services, introduced our presenters, Ms. Gilda Arreguin, Community Services Director and Lola Mireles, LIHEAP Supervisor with Fresno Economic Opportunities Commission. Ms. Arreguin presented on this topic.

- b. Resident Empowerment Presentations Framework

Ms. Angie Nguyen presented on this topic.

- c. Fresno Housing Intern Presentation

Mr. Scott Fetterhoff presented on this topic. Mr. Fetterhoff introduced the intern Marcella Lopez-Schmidt.

Around 5:15pm Commissioner Vaillancourt joined the Board Meeting.

- d. Overview of Homeless Strategies

Mr. Preston Prince presented on this topic.

Public comments included the following:

Fresno City Council member, Miguel Arias, started his presentation with his background. He shared he grew up in Public Housing in Mendota. He added, he understands the services and quality of housing provided by the Fresno Housing Authority throughout the County. Also, he grew up with two siblings that were homeless in Fresno. He added a few points; he recognized the Fresno Housing Authority is the largest landlord in his district. Anything the Housing Authority does has a significant impact in his neighborhood that he wants to revitalize. He met with Fresno Housing Authority CEO, to ensure there was open communication.

Additionally, Council Arias shared, the City of Fresno has no available funds to help with the issue of homelessness; however, the City still needs to deal with the impact of

homelessness. The City of Fresno has been working with reallocating their funds to deal with the safety and health hazards of the homelessness. He added every jurisdiction deals with crimes; therefore, the funds need to be distributed accurately. Additionally, Mr. Arias shared that on a daily basis he receives phone calls from residents regarding the safety and health hazards that homelessness is causing the district. He added, as the Fresno Housing Authority Boards makes decisions and as they implement them, they should consider public opinions and homeless individuals as well.

Mr. H. Spees, Director, Strategic Initiatives Office of the Mayor in the City of Fresno; said that after listening to the CEO's presentation on the Overview of Homeless Strategies, he said the information presented is accurate. Also, he said the Fresno Housing Authority continues with making great investments, an example is the investment with the consultant Barbara Poppe. The funds invested by the Fresno Housing Authority allowed the consultant to guide them and to complete a report on the homelessness issue in Fresno.

e. Real Estate Development Update

Mr. Michael Duarte and Ms. Tracewell Hanrahan presented on this topic.

Public comments were as follows:

Eric Payne, founder of Central Valley Urban Institute, stated he was very fortunate to participate on a state round table with the Federal Reserve. Mr. Payne said he shared his concerns with the Federal Reserve on housing issue, infrastructure, and broadband access for rural communities in the Central Valley. Mr. Payne added, the Federal Reserve showed an interest in the Central Valley.

In addition, he intends to formalize a partnership with the Housing Authority, which will allow FH staff and Commissioners to participate in a Learning lab in Sacramento.

Additionally, the Board of Supervisors, approved a resolution to accept some funds that will help with the 2020 Census count. Mr. Payne said these funds will help with reaching the populations that are hard to be counted. Mr. Payne added he hopes the Fresno Housing Authority can assist with minimizing the challenges and help reach the populations that are hard to be reached.

Mr. Payne briefly introduced a new staff to his organization adding that he is also looking forward to working with Surgeon General, Dr. Burke Harris, recently appointed by Governor Newsome.

7. ACTION

Ms. Emily De La Guerra presented on these Action Items.

a. Consideration of Line of Credit – Housing Relinquished Fund Corps

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Vaillancourt to approve the Line of Credit – Housing Relinquished Fund Corps.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Miller moved, seconded by Commissioner Henry to approve the Line of Credit – Housing Relinquished Fund Corps.

MOTION PASSED: 5-0

- b. Consideration of Approval of Memorandum of Understanding for Permanent Supporting Housing Memorandum of Understanding – County of Fresno

CITY MOTION: Commissioner Vaillancourt moved, seconded by Commissioner Yanez to approve the Permanent Supporting Housing Memorandum of Understanding – County of Fresno.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Henry moved, seconded by Commissioner Castro to approve the Permanent Supporting Housing Memorandum of Understanding – County of Fresno.

MOTION PASSED: 5-0

- c. Consideration of California Housing Finance Agency Loan Application – Kingsburg Senior Project

Mr. Prince announced that when this item comes back for Board approval he will recuse himself from any discussion on this item since he is a board member for the California Housing Finance Agency.

CITY MOTION: Commissioner Yanez moved, seconded by Commissioner Vaillancourt to approve the California Housing Finance Agency Loan Application – Kingsburg Senior Project.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Henry moved, seconded by Commissioner Gallaher to approve the California Housing Finance Agency Loan Application – Kingsburg Senior Project.

MOTION PASSED: 5-0

- d. City: Consideration of the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Williams to approve the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification.*

MOTION PASSED: 5-0

- e. County- Consideration the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification

COUNTY MOTION: *Commissioner Miller moved, seconded by Commissioner Henry to approve the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification.*

MOTION PASSED: 5-0

8. COMMISSIONERS' REPORT

Commissioner Sablan informed the Boards, the Executive Committee reached an agreement to cancel the board retreat on June 21, 2019. The board retreat for August 23, 2019 is still on schedule.

In addition, the Executive Committee meeting time changed from Noon to 8:30am, starting February 13, 2019.

Commissioner Sablan shared Commissioner Fuentes will continue to represent the County on the Executive Committee.

Soon a schedule for future travel will be presented to the Boards.

The FH Board Dinner on January 24, 2019 will be cancelled.

9. EXECUTIVE DIRECTOR'S REPORT

In addition to the written Director's report, the following items were announced:

- Mr. Prince announced State Treasure, Fiona Ma will be hosting a presentation on the path to Affordable Housing to community leaders, developers and advocates. The presentation is scheduled for January 25, 2019 at Legacy Commons from 9am to 11am.

- Mr. Prince shared the Point in time is taking place from January 29th - 31st. The date was coordinated to fit with the Board member schedules and not to conflict with our meeting.
- Blossom Trail Commons grand opening is on February 15, 2019.
- Our next Board Meeting will be at Blossom Trail; a tour of the complex will be provided.
- Our newest hires are Jesse James, Custodian, Jose Munoz, Custodian and Zainal Mohammed, Maintenance Assistance.

10. CLOSED SESSION

The Boards went into closed session at approximately 7:23 pm.

- CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 466-191-09; 1828 Broadway St., Fresno, CA 93721
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Bains Sukhwant Singh & Gian Kaur Trs
Under negotiation: Price and Terms
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 416-040-09; 130 W. Barstow Ave., Fresno, CA 93704
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Gary R. Perez
Under Negotiation: Price and Terms
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 313-021-32, 313-101-25; Northeast Corner of Marion Ave. and Fancher Creek Drive, Fresno, CA 93727
Agency Negotiator: Preston Prince
Negotiating Parties: Fresno Housing Authority; Chris Westlake of Domius Consortium, LLC
Under Negotiation: Price and Terms

Around 8:25pm Commissioner Castro left the meeting.

The Boards returned to open session at approximately 8:27 p.m.

11. REPORT ON CLOSED SESSION

There were no items to report at this time.

12. ACTION

- Ratification of the Purchase and Sale Agreement – 1828 Broadway Street

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Vaillancourt to ratify the Purchase and Sale Agreement – 1828 Broadway Street.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Henry moved, seconded by Commissioner Gallaher to ratify the Purchase and Sale Agreement – 1828 Broadway Street.

MOTION PASSED: 4-0

b. Ratification of the Purchase and Sale Agreement – Barstow Commons

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Vaillancourt to ratify the Purchase and Sale Agreement – Barstow Commons.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Gallaher moved, seconded by Commissioner Henry to ratify the Purchase and Sale Agreement – Barstow Commons.

MOTION PASSED: 4-0

c. Consideration of Funding Application Submission – Econo Inn

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Vaillancourt to approve the Funding Application Submission – Econo Inn.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Gallaher moved, seconded by Commissioner Henry to approve the Funding Application Submission – Econo Inn.

MOTION PASSED: 4-0

d. Consideration of Funding Application Submission – Plaza Terrace

CITY MOTION: Commissioner Vaillancourt moved, seconded by Commissioner Yanez to approve the funding Application Submission – Plaza Terrace.

MOTION PASSED: 5-0

COUNTY MOTION: Commissioner Miller moved, seconded by Commissioner Henry to approve the funding Application Submission – Plaza Terrace.

MOTION PASSED: 4-0

e. Consideration of Funding Application Submission – Barstow Commons

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Yanez to approve the Funding Application Submission – Barstow Commons.*

MOTION PASSED: 5-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Gallaher to approve the Funding Application Submission – Barstow Commons.*

MOTION PASSED: 4-0

13. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 8:34 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

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Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 

CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 5b

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of Contract Extension with CIS Security for
Unarmed Security Services

Executive Summary

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and CIS Security (also known as "Geil Enterprise"). The Agency currently has a contract with CIS Security to provide unarmed security services at several Agency-managed properties, including Sierra Terrace, Plaza Terrace, Renaissance at Santa Clara, Renaissance at Alta Monte, and the Central Office. This will be the third extension of the contract and will be valid from March 7, 2019 through March 6, 2020.

Fiscal Impact

Per the negotiated contract, the not-to-exceed amount for this contract period is \$260,688. The contract amount will be paid by each of the properties and is already included in the 2019 Operating Budgets.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to negotiate and execute the contract with CIS Security, for a term of one year from March 7, 2019 through March 6, 2020 for an amount not to exceed \$260,688.

Background

In July 2015, the Agency published an RFP to solicit proposals from qualified security services firms to provide unarmed security guard(s) on a recurring schedule at several Agency properties. In response, the Agency received proposals from five companies. The RFP methodology considers both price and technical factors when evaluating a proposal. In the case of this RFP, consideration was given to cost, capability to maintain level of service, and successful past performance. Based on this assessment, the selection committee consisting of staff from Assisted Housing, Property Management, and Finance recommended award to CIS Security.

The Boards of Commissioners originally approved the contract with CIS Security on January 26, 2016. The first extension was approved on January 23, 2017. The

second extension was approved on February 27, 2018. If approved, this would be the third extension covering the period of March 7, 2013 through March 6, 2020. Following this extension, the contract would be renewable for one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines.

RESOLUTION NO.____
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING RENEWAL OF CONTRACT FOR UNARMED SECURITY
GUARD SERVICES.**

WHEREAS, the Housing Authority of the City of Fresno solicited proposals from qualified firms to provide unarmed security services; and

WHEREAS, CIS Security is a responsive and responsible firm who provided qualifications and prices that are most advantageous to the Housing Authority of the City of Fresno, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Housing Authority of the City of Fresno desires to renew its contract with CIS Security for unarmed security guard services for one year, beginning March 7, 2019, for an amount not to exceed \$260,688; and

WHEREAS, the term of said contracts will expire March 6, 2020, and will be renewable for one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of the City of Fresno, or his designee, is hereby empowered and authorized to negotiate and execute the aforementioned contract and supporting documents with CIS Security for unarmed security guard services.

PASSED AND ADOPTED THIS 26th day of February, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO.____
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION APPROVING RENEWAL OF CONTRACT FOR UNARMED SECURITY
GUARD SERVICES.**

WHEREAS, the Housing Authority of Fresno County solicited proposals from qualified firms to provide unarmed security services; and

WHEREAS, CIS Security is a responsive and responsible firm who provided qualifications and prices that are most advantageous to the Housing Authority of Fresno County, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Housing Authority of Fresno County desires to renew its contract with CIS Security for unarmed security guard services for one year, beginning March 7, 2019, for an amount not to exceed \$260,688; and

WHEREAS, the term of said contracts will expire March 6, 2020, and will be renewable for one additional one-year term at the discretion of the Board, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby empowered and authorized to negotiate and execute the aforementioned contract and supporting documents with CIS Security for unarmed security guard services.

PASSED AND ADOPTED THIS 26th day of February, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 5c

AUTHOR: Emily De La Guerra

SUBJECT: Maldonado Migrant Center – HVAC Replacement Contract

Executive Summary

The purpose of this memo is to seek approval from the Boards of Commissioners to award a contract for HVAC replacement at the Maldonado Migrant Center (Maldonado). In June 2018, the Boards of Commissioners accepted a grant from the U.S. Department of Agriculture for \$1,873,070 for various rehabilitation projects at Maldonado, including the proposed contract for HVAC replacement. Currently, the property is using swamp coolers to cool the units during the warmer months. As a seasonal migrant center, Maldonado opens each year in April to house migrant farmworker families who come to work in the Central Valley and as such, there is a short timeline to get the HVAC replacements completed before the complex reopens in April.

An Invitation for Bid (IFB) was publicly solicited in January 2018. The deadline for responses is February 21, 2019 at 4:00pm; therefore, at the time of publication of the Board Packet the lowest responsive and responsible bidder has not been awarded. Staff will send out a replacement memo on Monday, February 25th with the tentative awardee and contract costs.

Fiscal Impact

The contract for HVAC replacement services will reduce the \$1,873,070 rehabilitation grant for an amount not to exceed the lowest responsive and responsible bid. An independent cost estimate (ICE) was completed as part of the Agency's standard procurement process, and the HVAC replacement was estimated to cost \$476,000. Staff will continue to monitor the planned scope of work and associated costs for the rehabilitation of Maldonado to ensure the total grant amount is not surpassed.

Recommendation

Staff will recommend that the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to enter into contract negotiations and execute the contract for HVAC replacement at Maldonado with lowest responsive and responsible bidder. This recommendation will be published on Monday, February 25th in a replacement memo.

Background Information

Located at 1779 Thomas Conboy Avenue in Firebaugh, California, the Maldonado Migrant Center has 64 two- and three-bedroom units. Each year the property houses migrant farm laborers for nine to twelve months. Maldonado has a substantial list of rehabilitation needs and staff has been working closely with USDA to address the needed repairs. The scope of repairs funded by the rehabilitation grant may include an HVAC conversion, new roofs, new windows, site foundation repairs, the replacement of exterior stairs, and a variety of interior finishes.

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 5d

AUTHOR: Emily De La Guerra

SUBJECT: Maldonado Migrant Center – Roof Replacement Contract

Executive Summary

The purpose of this memo is to seek approval from the Boards of Commissioners to award a contract for a roof replacement at the Maldonado Migrant Center (Maldonado). In June 2018, the Boards of Commissioners accepted a grant from the U.S. Department of Agriculture for \$1,873,070 for various rehabilitation projects at Maldonado, including the proposed contract for roof replacement. As a seasonal migrant center, Maldonado opens each year in April to house migrant farmworker families who come to work in the Central Valley and as such, there is a short timeline to get the HVAC replacements completed before the complex reopens in April.

An Invitation for Bid (IFB) was publicly solicited in January 2018. The deadline for responses is February 21, 2019 at 4:00pm; therefore, at the time of publication of the Board Packet the lowest responsive and responsible bidder has not been awarded. Staff will send out a replacement memo on Monday, February 25th with the tentative awardee and contract costs.

Fiscal Impact

The contract for roof replacement will reduce the \$1,873,070 rehabilitation grant for an amount not to exceed the lowest responsive and responsible bid. An independent cost estimate (ICE) was completed as part of the Agency's standard procurement process, and the roof replacement was estimated to cost \$201,600. Staff will continue to monitor the planned scope of work and associated costs for the rehabilitation of Maldonado to ensure the total grant amount is not surpassed.

Recommendation

Staff will recommend that the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to enter into contract negotiations and execute the contract for roof replacement at Maldonado with lowest responsive and responsible bidder. This recommendation will be published on Monday, February 25th in a replacement memo.

Background Information

Located at 1779 Thomas Conboy Avenue in Firebaugh, California, the Maldonado Migrant Center has 64 two- and three-bedroom units. Each year the property houses migrant farm laborers for nine to twelve months. Maldonado has a substantial list of rehabilitation needs and staff has been working closely with USDA to address the needed repairs. The scope of repairs funded by the rehabilitation grant may include an HVAC conversion, new roofs, new windows, site foundation repairs, the replacement of exterior stairs, and a variety of interior finishes.

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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince

CEO



DATE: February 21, 2018

BOARD MEETING: February 26, 2018

AGENDA ITEM: 6a

AUTHOR: Angelina Nguyen

SUBJECT: Resident Empowerment Presentation

Executive Summary

Rocio Chavez, a Fresno Housing resident of Oak Grove in Parlier will be sharing her story. She was a 2018 Education Advancement Scholarship Recipient and is currently attending Fresno State University pursuing a degree in Liberal Studies.

Recommendation

No action is necessary. This item is informational only.

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 6b

AUTHOR: Cassie Morgan

SUBJECT: The Executive Summary Report - An Interactive Data Dashboard
Series

Executive Summary

The purpose of this memo is to introduce the Boards of Commissioners to the Executive Summary Report – An Interactive Data Dashboard Series.

Over the last few months, the Information Systems team has been working to transform the Executive Summary Report into a series of interactive data dashboards. Visualizations that will expand our culture of data collaboration and provide further insights into the work we do everyday. Part 1 of the series focuses on people and place by mapping our applicants, residents, and properties.

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/ Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 6c

AUTHOR: Nicole Diaz

SUBJECT: Introduction to the 2018 Annual Audit

Executive Summary

Staff will be presenting an overview of the 2018 annual financial audit and Single Audit processes. The Agency currently has a contract with Davis Farr LLP to provide services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County for year ending December 31, 2018. Staff will be reviewing the responsibilities of the auditors and staff, the proposed timeline, the audit procedures, the estimated date of completion, and the corrective actions on prior year findings.

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 6d

AUTHOR: Emily De La Guerra

SUBJECT: Update on Housing Relinquished Fund Corp. (HRFC) Reserves

Executive Summary

Staff will be presenting an update on the Housing Relinquished Fund Corporation (HRFC) cash reserves. The analysis will include the actual inflows and outflows as of January 31, 2019.

Recommendation

No action is necessary. This item is informational only.



HRFC Reserve Update

*Boards of Commissioners Meeting
February 26, 2019*

HRFC Reserves

- The Housing Relinquished Fund (HRFC) reserves allow for the expansion of affordable housing
- Reserves have accumulated from various sources including:
 - Program income and loan repayments from development projects
 - Interest income from loans
 - Sales of properties
- HRFC reserves can be restricted by the Boards or agreements with HUD

Current HRFC Reserves

Cash Balance as of 12/31/2018	9.25
2019 Cash Inflow (Outflow):	
Pre-development	(0.27)
Homeless Programs	0.06
H St Loft Payment	0.03
Iron Bird Payment	0.01
Highway City Loan	(0.06)
Helm Interest Payment	0.05
Cash Balance as of 01/31/2019	9.07

- This list includes the major transactions that have occurred in 2019
- Cash balance as of 01/31/19 is \$9.07 million

*Amounts shown in millions of dollars

Potential Cash Inflows

Potential Inflows

<i>San Ramon Loan Proceeds</i>	<i>1.00</i>
<i>County RAD Loan Proceeds</i>	<i>1.50</i>
<i>Constuction Loan Repayments</i>	<i>0.50</i>
<i>2018 Waterfall Payments</i>	<i>1.00</i>
Total	4.00

- Staff conservatively estimates that HRFC will receive an estimated \$4.0 million in additional cash during 2019
- Total amounts shown may change based on final applications and calculations

*Amounts shown in millions of dollars

Outflows from HRFC

Current Commitments	Total Commitment 01/31/2019	Total Expenditures through 01/31/2019	Remaining Commitment
<i>Pre-developments Loans</i>			
West Fresno Planning/CA Triangle	1.02	0.93	0.09
Chinatown	1.00	0.48	0.52
Parlier Orchard Apartments	0.50	0.40	0.10
Mariposa Meadows	0.50	0.42	0.08
Willow/Alluvial	1.65	1.63	0.02
General Pre-Development	0.30	0.29	0.01
<i>RAD Pre-developments</i>			
Blackstone/Simpson	1.40	1.39	0.01
Other RAD Pre-Development	0.25	0.10	0.15
<i>Construction Loans</i>			-
<i>Other Commitments</i>			
Highway City Community Center	0.25	0.20	0.05
Homeless Programs	4.50	4.50	-
Choice Neighborhood	0.55	-	0.55
Total Commitments	11.92	10.34	1.58

- Table above shows current commitments, total expenditures as of 01/31/19, and remaining commitments
- As always, staff is working diligently to reduce the amount needed from HRFC

*Amounts shown in millions of dollars

Cash Flow Projections

Current Cash Balance as of 01/31/2019	9.07
Potential Inflows	4.00
Remaining Commitments	(1.58)
Uncommitted Cash	11.49

- Total cash at 12/31/19 is \$9.07 million
- Staff is conservatively estimating inflows of \$4.0 million, and \$1.58 million of commitments
- This leaves about \$11.49 million in uncommitted funds

*Amounts shown in millions of dollars

Questions or Comments?

BOARD MEMO

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Fresno, California 93721
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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 6e

AUTHOR: Christina Husbands

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of current real estate activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7a

AUTHOR: Sheila Scheitrum

SUBJECT: Authorization to Apply for Low-Income Housing Tax Credits for the Kingsburg Senior Village Project (APN: 396-020-017)

Executive Summary

The Kingsburg Senior Village project is being prepared for submittal of a 2019 1st Round Low-Income Housing Tax Credit ("LIHTC") application to the California Tax Credit Allocation Committee ("CTCAC") in March 2019. The City of Kingsburg ("City") is the owner of a vacant property located at the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg (APN: 396-020-017). The subject property is an approximately 4.8 acre parcel of vacant land and a prime location to build affordable Senior Housing.

At the September 2018 Fresno Housing Authority ("FH") Board meeting, the Board approved entering into a Development Agreement ("DA") with the City of Kingsburg. The DA provides "site control" for up to two-years in order to complete due diligence and secure financing. At the end of the two-year term, if the project is not feasible or we are not successful in securing financing, the DA would expire and the property is retained by the City of Kingsburg.

In anticipation of a LIHTC application, staff has been evaluating potential sources of gap financing that would increase the competitiveness of an LIHTC application. At the January 2019 FH Board meeting the Board authorized submission of applications to the California Housing Finance Agency ("CalHFA") small loan and subordinate loan programs, County of Fresno HOME funds, and the Federal Home Loan Bank's Affordable Housing Program ("AHP") funds. We received notification of a County of Fresno HOME Funds award of \$1,000,000 on February 15, 2019.

In order to procure potential financing to facilitate the development, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolutions that will allow for the approvals required to submit to the LIHTC funding application.

Fiscal Impact

Staff is requesting an HRFC commitment of \$1,950,000. Staff will continue to pursue additional gap financing sources to reduce this commitment. In addition,

the fee for submission of the LIHTC application is \$2,000. Staff time and professional fees for performing pre-development activities and writing the application will be allocated to the approved pre-development budget. If funding is received, costs associated with staff time and pre-development activities would be reimbursed through the project.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolutions approving the necessary actions needed to move forward with an LIHTC application submission for the Kingsburg Seniors Housing property (APN: 396-020-017), and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize approval of a funding commitment from the Housing Relinquished Fund Corporation ("HRFC") in an amount up to \$1,950,000 for the development of the Kingsburg Seniors Housing project. The most recent development pro forma (Exhibit B), detailed operating budget (Exhibit C) and 15-Year projections (Exhibit D) are attached.
2. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity, (b) applying and/or entering into agreements for HUD operating subsidy in the form of PBV or PBRA and (e) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
3. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative general partner of the Partnership; and
4. Provide for other matters related thereto.

Background

The City of Kingsburg and the Fresno Housing Authority have discussed a potential partnership to develop a senior housing project after the initial developer was unable to secure project financing. Marion Villas Apartments, a 46-unit seniors development completed by FH in 2014, has been very well received by the City of Kingsburg and has quickly become a valuable asset for the community. As a result of our great work, the City believes FH is a good fit to be the developer for this project.

The project is located on the southwest corner of Madsen Avenue and Sierra Street in Kingsburg, CA (APN: 396-020-017) FH staff currently envisions the project as new construction of 47 units, there will be (38) one-bedroom units, (8) two-bedroom units, and (1) three-bedroom manager's unit. Of the (47) units, (41) of the units will be rent restricted for qualified incomes ranging from 30% to 80% of the area median income, and (5) units will be market rate units. There will also be approximately 3,650 square feet of community space.

Attachments: Exhibit A – Organizational Chart
Exhibit B – Development Pro Forma
Exhibit C – Operating Budget
Exhibit D – 15-Year Projections
Exhibit E – Site Plan

RESOLUTION NO. _____

**BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO, CA**

**RESOLUTION APPROVING A HOUSING RELINQUISHED FUND CORPORATION
(HRFC) LOAN FOR THE DEVELOPMENT OF KINGSBURG SENIOR HOUSING,
LOCATED AT THE SOUTHWEST CORNER OF SIERRA STREET AND MADSEN
AVENUE, KINGSBURG, CA (APN: 396-020-017)**

WHEREAS, the Housing Authority of the City of Fresno, California (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at the southwest corner of Sierra Street and Madsen Avenue in Kingsburg, CA (APN 369-020-017), (collectively, “the Property”); and the improvements located thereon into a 47-unit apartment complex and,

WHEREAS, the project’s financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$1,950,000 from the HRFC Board for the development of the Property;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolution accepting a loan from HRFC in the amount of up to \$1,950,000 for the development of the Project and execute all related documents therein.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY, CA

RESOLUTION APPROVING A HOUSING RELINQUISHED FUND CORPORATION
(HRFC) LOAN FOR THE DEVELOPMENT OF KINGSBURG SENIOR HOUSING,
LOCATED AT THE SOUTHWEST CORNER OF SIERRA STREET AND MADSEN
AVENUE, KINGSBURG, CA (APN: 396-020-017)

WHEREAS, the Housing Authority of Fresno County, CA (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at the southwest corner of Sierra Street and Madsen Avenue in Kingsburg, CA (APN 369-020-017), (collectively, “the Property”); and the improvements located thereon into a 47-unit apartment complex and,

WHEREAS, the project’s financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$1,950,000 from the HRFC board for the development of the Property;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolution accepting a loan from HRFC in the amount of up to \$1,950,000 for the development of the Project and execute all related documents therein.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF FUNDING APPLICATIONS FOR
THE KINGSBURG SENIORS HOUSING PROJECT (APN: 396-020-017) AND OTHER
MATTERS RELATED THERETO**

WHEREAS, the Housing Authority of Fresno County, California (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in Fresno County, California (“the City”); and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the City of Kingsburg owns said property located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, (APN: 396-020-017) (“the Property”), and consists of approximately 4.8 acres of vacant land; and,

WHEREAS, In September, 2018 the Boards supported entering into a Development Agreement with the City of Kingsburg; and,

WHEREAS, a project concept and architectural plan envisions up to 41 low income units, 5 market rate units, 1 manager’s unit and 3,650 square feet of community space; and,

WHEREAS, In January, 2019 the Boards authorized staff to submit various funding applications for this project; and,

WHEREAS, the Authority intends to submit applications to the Federal Home Loan Bank’s Affordable Housing Program for a request of up to \$615,000 and to the California Housing Finance Agency (in a soft financing request up to \$1,200,000 and a permanent financing loan request up to \$2,000,000), among other applications; and,

WHEREAS, the project’s financing structure calls for the submission of a 9% LIHTC application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolutions authorizing the undertaking of all actions necessary to develop the Project, and

assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity, (b) applying and/or entering into agreements for HUD operating subsidy in the form of PBV or PBRA, and (c) grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director, and to execute documents on behalf of the Housing Authority of Fresno County, CA; and in the name of the Administrative General Partner, on its own behalf; and as administrative general partner of the Partnership.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

Kingsburg Seniors Housing Ownership Structure

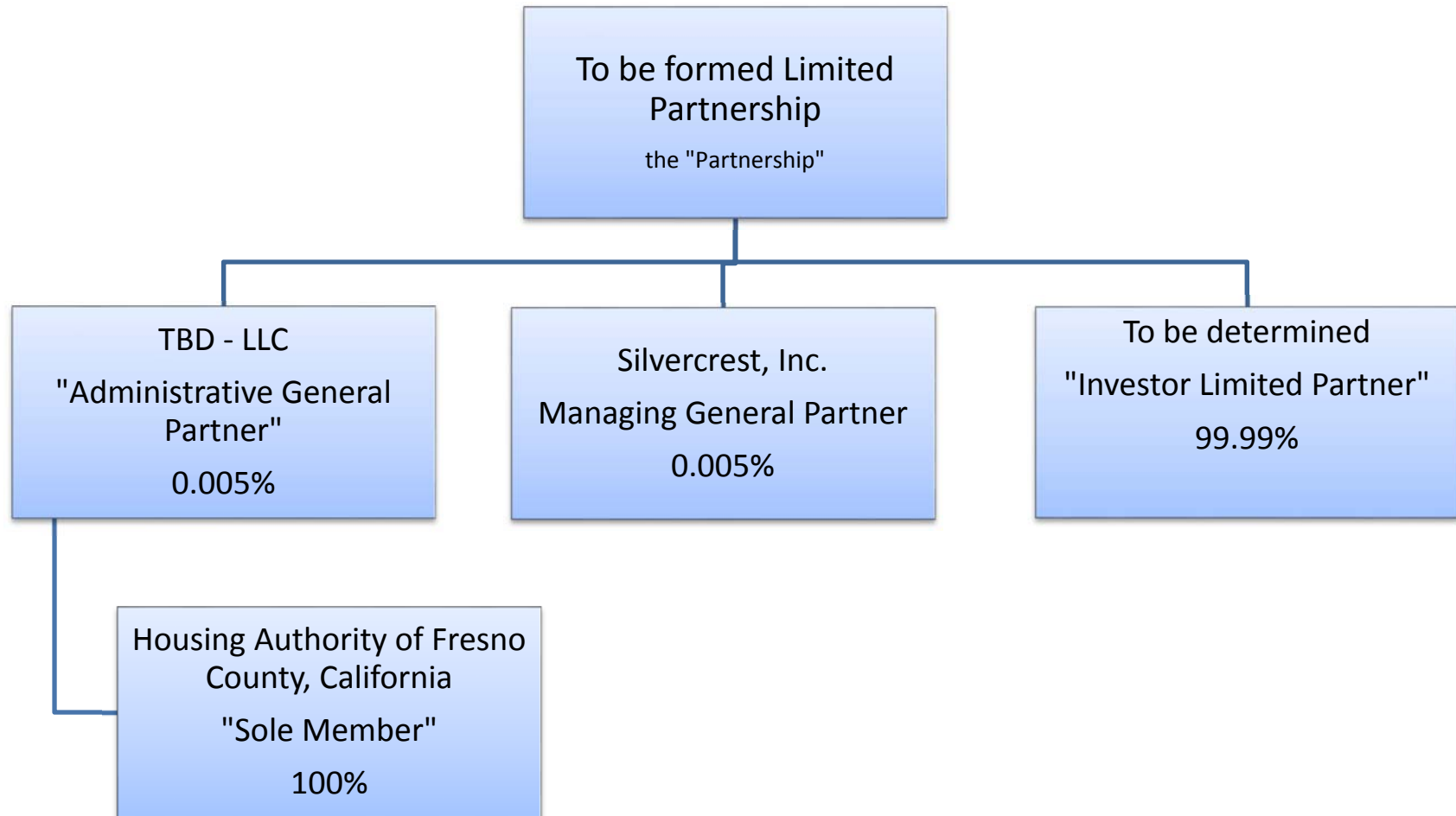


EXHIBIT B

Kingsburg Seniors Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Conventional Perm Loan	\$ 1,151,000
HOME Loan	\$ 1,000,000
Land Donation	\$ 1,001,000
Deferred Impact Fees	\$ 390,460
GAP Loan	\$ 1,950,000
GP Contribution	\$ 100
Equity	\$ 14,228,674
Total Sources of Funds	\$ 19,721,234
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,001,000
Construction Costs	\$ 12,570,000
Contingencies	\$ 881,198
Permits/Impact Fees/etc.	\$ 623,735
Professional Fees	\$ 987,500
Loan Fees and other Soft Costs	\$ 1,432,469
Reserves	\$ 220,228
Developer Fee	\$ 2,005,104
Total Uses of Funds	\$ 19,721,234

**Draft budget as of 2/21/2019*

Exhibit C

Kingsburg Seniors Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1 Bd.	3	30%	705	\$ 286	\$ 10,296
2 Bd.	2	30%	969	\$ 333	\$ 7,992
1 Bd.	2	40%	705	\$ 398	\$ 9,552
1 Bd.	13	40%	705	\$ 398	\$ 62,088
2 Bd.	3	40%	969	\$ 468	\$ 16,848
1 Bd.	5	50%	705	\$ 510	\$ 30,600
1 Bd.	6	60%	705	\$ 622	\$ 44,784
2 Bd.	1	60%	969	\$ 736	\$ 8,832
1 Bd.	6	80%	705	\$ 622	\$ 44,784
1 Bd.	3	MRKT	705	\$ 750	\$ 27,000
2 Bd.	2	MRKT	705	\$ 910	\$ 21,840
Managers Unit (3 Bd.)	1		1,175		
PBV Rental Subsidy					\$ 140,890
TOTAL REVENUE	47				\$ 425,506

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	585	27,500
Management Fee	822	38,640
Utilities	543	25,500
Payroll	1,404	66,000
Insurance	319	15,000
Real Estate Taxes	106	5,000
Maintenance	1,191	56,000
Services	400	18,800
Replacement Reserve	300	14,100
Total Operating Expenses	5,671	266,540

**Draft budget as of 2/21/2019*

Exhibit D

Kingsburg Seniors - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.0%	\$ 284,616	\$ 290,308	\$ 296,114	\$ 302,037	\$ 308,078	\$ 314,239	\$ 320,524	\$ 326,934	\$ 333,473	\$ 340,142	\$ 346,945	\$ 353,884	\$ 360,962	\$ 368,181	\$ 375,545
PBV Subsidy Income		\$ 140,890	\$ 143,708	\$ 146,582	\$ 149,514	\$ 152,504	\$ 155,554	\$ 158,665	\$ 161,838	\$ 165,075	\$ 168,377	\$ 171,744	\$ 175,179	\$ 178,683	\$ 182,256	\$ 185,901
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS POTENTIAL INCOME - HOUSING		\$ 425,506	\$ 404,264	\$ 442,696	\$ 451,550	\$ 460,581	\$ 469,793	\$ 479,189	\$ 488,773	\$ 498,548	\$ 508,519	\$ 518,689	\$ 529,063	\$ 539,644	\$ 550,437	\$ 561,446
VACANCY ASSUMPTIONS																
Vacancy Loss (Residential)	5.0%	\$ 14,231	\$ 14,515	\$ 14,806	\$ 15,102	\$ 15,404	\$ 15,712	\$ 16,026	\$ 16,347	\$ 16,674	\$ 17,007	\$ 17,347	\$ 17,694	\$ 18,048	\$ 18,409	\$ 18,777
Vacacancy Loss (PBV)	5.0%	\$ 7,045	\$ 7,185	\$ 7,329	\$ 7,476	\$ 7,625	\$ 7,778	\$ 7,933	\$ 8,092	\$ 8,254	\$ 8,419	\$ 8,587	\$ 8,759	\$ 8,934	\$ 9,113	\$ 9,295
TOTAL VACANCY LOSS		\$ 21,275	\$ 21,701	\$ 22,135	\$ 22,578	\$ 23,029	\$ 23,490	\$ 23,959	\$ 24,439	\$ 24,927	\$ 25,426	\$ 25,934	\$ 26,453	\$ 26,982	\$ 27,522	\$ 28,072
EFFECTIVE GROSS INCOME		\$ 404,231	\$ 382,563	\$ 420,562	\$ 428,973	\$ 437,552	\$ 446,303	\$ 455,229	\$ 464,334	\$ 473,621	\$ 483,093	\$ 492,755	\$ 502,610	\$ 512,662	\$ 522,916	\$ 533,374
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.0%	\$ 252,440	\$ 257,489	\$ 265,213	\$ 273,170	\$ 281,365	\$ 289,806	\$ 298,500	\$ 307,455	\$ 316,679	\$ 326,179	\$ 335,964	\$ 346,043	\$ 356,425	\$ 367,117	\$ 378,131
Replacement Reserves		\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100	\$ 14,100
TOTAL EXPENSES & RESERVES		\$ 252,440	\$ 257,489	\$ 265,213	\$ 273,170	\$ 281,365	\$ 289,806	\$ 298,500	\$ 307,455	\$ 316,679	\$ 326,179	\$ 335,964	\$ 346,043	\$ 356,425	\$ 367,117	\$ 378,131
NET OPERATING INCOME		\$ 151,791	\$ 125,074	\$ 155,348	\$ 155,803	\$ 156,187	\$ 156,497	\$ 156,729	\$ 156,879	\$ 156,942	\$ 156,914	\$ 156,790	\$ 156,567	\$ 156,238	\$ 155,798	\$ 155,243
DEBT SERVICE																
Total Required Debt Service		\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770	\$ 114,770
Net Cash Flow		\$ 37,021	\$ 10,304	\$ 40,578	\$ 41,033	\$ 41,417	\$ 41,727	\$ 41,959	\$ 42,109	\$ 42,172	\$ 42,144	\$ 42,020	\$ 41,797	\$ 41,468	\$ 41,028	\$ 40,473
DEBT SERVICE COVERAGE RATIO		1.32	1.09	1.35	1.36	1.36	1.36	1.37	1.37	1.37	1.37	1.37	1.36	1.36	1.36	1.35

*Draft budget as of 2/21/2019

APPLICANT / DEVELOPER:	FRESNO HOUSING AUTHORITY 1331 FULTON STREET FRESNO, CA 93721
SITE ADDRESS:	S.W. CORNER OF SIERRA STREET AND 24TH AVENUE KINGSBURG, CA 93631
LEGAL DESCRIPTION	-
A.P.N.:	396-020-17
TOTAL SITE AREA:	3.50 ACRES (NET) = ±152,650 S.F.
GENERAL PLAN DESIGNATION:	MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING:	RM-3: 14.52 UNITS / ACRE MAXIMUM
PROPOSED ZONING:	RM-3
PROPOSED DENSITY:	13.4 UNITS / ACRE
FIRE SPRINKLERS:	YES - NFPA-13 w/ ATTIC SPRINKLERS
ALLOWED BUILDING HEIGHT:	35'-0"
PROPOSED BUILDING HEIGHT:	32'-4"

UNITS:				
'A' UNIT - 1 BD. / 1 BA.	=	33 @	705 S.F.	- 23,265 S.F.
'B' UNIT - 1 BD. / 1 BA.	=	5 @	745 S.F.	- 3,725 S.F.
'C' UNIT - 2 BD. / 1 BA.	=	8 @	890 S.F.	- 7,120 S.F.
MANAGER UNIT - 3 BD. / 2 BA.	=	1 @	1,190 S.F.	- 1,190 S.F.
SUBTOTAL				- 35,300 S.F.

TOTAL NUMBER OF UNITS:	=	47 UNITS	
UNIT MIX:			
TOTAL 1 BD. / 1 BA. UNITS	=	38 (80%)	
TOTAL 2 BD. / 1 BA. UNITS	=	8 (18%)	
TOTAL 3 BD. / 2 BA. UNITS	=	1 (2%)	
COMMUNITY BUILDING	=	1 @ 3,662 S.F.	- 3,662 S.F.
LAUNDRY / UTILITY	=	1 @ 354 S.F.	- 354 S.F.
	=	2 @ 385 S.F.	- 770 S.F.

TOTAL CONDITIONED AREA: = **40,086 S.F.**

UNIT TYPE BREAKDOWN:			
'A' UNIT - 1 BD. / 1 BA.	=	7	@ 705 S.F.
'B' UNIT - 1 BD. / 1 BA.	=	1	@ 745 S.F.
'C' UNIT - 2 BD. / 1 BA.	=	2	@ 890 S.F.
MANAGER'S UNIT - 3 BD. / 2 BA.	=	1	@ 1,190 S.F.
GRAND TOTAL	=	11	UNITS

LAUNDRY/UTILITY ROOM (3 WASHERS / 4 DRYERS)	=	1	@ 354 S.F.
TOTAL CONDITIONED BUILDING AREA	=	9,004 S.F.	
TOTAL UNCONDITIONED BUILDING AREA (COVERED BALCONIES, DECKS, WALKWAYS & STAIRS)	=	3,859 S.F.	
TOTAL GROSS BUILDING AREA (CONDITIONED + UNCONDITIONED BUILDING AREA)	=	12,863 S.F.	
LOT COVERAGE (BUILDING '1' FOOTPRINT)	=	12,863 S.F.	

<u>UNIT TYPE BREAKDOWN:</u>			
'A' UNIT - 1 BD. / 1 BA.	=	26	@ 705 S.F.
'B' UNIT - 1 BD. / 1 BA.	=	4	@ 745 S.F.
'C' UNIT - 2 BD. / 1 BA.	=	6	@ 890 S.F.
SUB-TOTAL	=	36 UNITS	

LAUNDRY ROOM (4 WASHERS / 5 DRYERS)	=	2 @ 385 S.F. (8 WASHERS / 10 DRYER
TOTAL CONDITIONED BUILDING AREA	=	27,420 S.F.
TOTAL UNCONDITIONED BUILDING AREA (COVERED BALCONIES, DECKS, WALKWAYS & STAIRS)	=	12,869 S.F.
TOTAL GROSS BUILDING AREA (CONDITIONED + UNCONDITIONED BUILDING AREA)	=	<u>40,309 S.F.</u>
LOT COVERAGE (BUILDING "Z" FOOTPRINT)	=	<u>20,680 S.F.</u>

TOTAL CONDITIONED BUILDING AREA	=	3,662 S.F.
TOTAL UNCONDITIONED BUILDING AREA	=	391 S.F.
(COVERED BALCONIES, DECKS, WALKWAYS & STAIRS)		
TOTAL GROSS BUILDING AREA	=	<u>4,053 S.F.</u>
(CONDITIONED + UNCONDITIONED BUILDING AREA)		

LOT COVERAGE (COMM. BLDG. FOOTPRINT) = **4.053 S.F.**

COMBINED TOTAL GROSS BUILDING AREA = **57,225 S.F.**
(BUILDING '1' TOTAL GROSS BUILDING AREA
+ BUILDING '2' TOTAL GROSS BUILDING AREA
+ COMM. BLDG. TOTAL GROSS BUILDING AREA)

COMBINED LOT COVERAGE = **37,596 S.F.**
(BUILDING '1' TOTAL GROSS BUILDING AREA
+ BUILDING '2' TOTAL GROSS BUILDING AREA
+ COMM. BLDG. TOTAL GROSS BUILDING AREA)

MAXIMUM ALLOWED LOT COVERAGE	=	50%
ACTUAL LOT COVERAGE	=	13.6% (37,596 S.F. / 276,606 S.F.)

REQUIRED YARDS:		FENCES:
FRONT (NORTH):	15'-0"	NONE
REAR (SOUTH):	10'-0"	NONE
SIDE (WEST):	10'-0"	NONE
SIDE (EAST):	10'-0"	NONE

PARKING REQUIRED: 1.5 STALLS / UNIT

PARKING PROVIDED: **59 STALLS** = 1.25 STALLS / UNIT

PARKING STALL SIZE PROVIDED: = 9'-0" x 20'-0"

DRIVEWAY WIDTH PROVIDED: = 27'-0"

KINGSBURG SENIOR
APARTMENTS

S.W. CORNER OF SIERRA STREET AND 24TH AVENUE
KINGSBURG, CA

FRESNO HOUSING AUTHORITY

NO.	DATE:	ISSUE:
	01-16-2019	SITE PLAN REVIEW SUBMITTAL
	02-15-2019	REVISED SITE PLAN

SHEET TITLE:

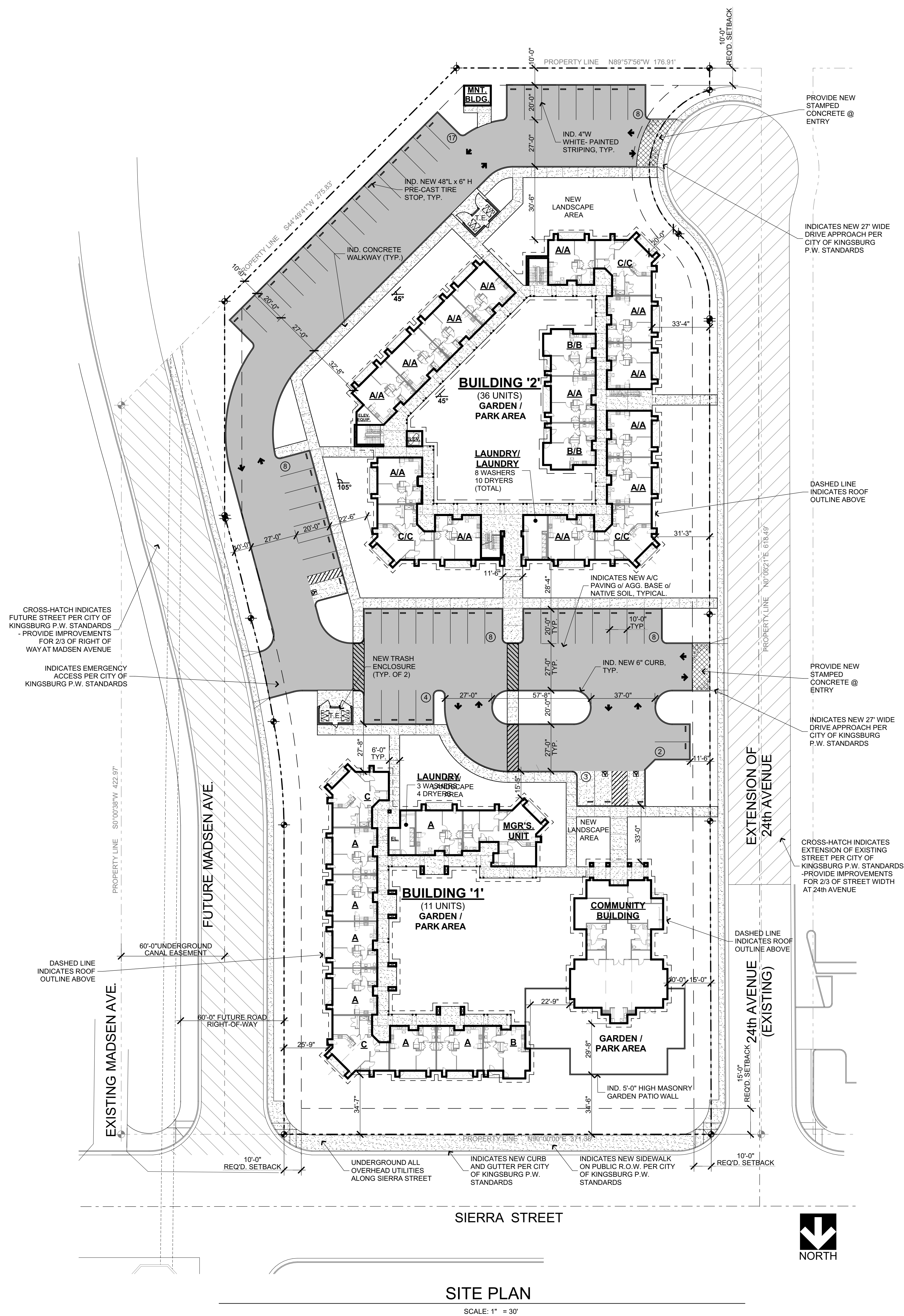
SITE PLAN

SCALE: AS SHOWN

SHEET NO.

P-101

PROJECT NO.	1817
-------------	------



SITE PLAN

SCALE: 1" = 30'



BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7b

AUTHOR: Dave Brenner

SUBJECT: Authorization of Funding Applications and an HRFC Funding Commitment for the Willow & Alluvial Project

Executive Summary

The purpose of this Board Memo is to provide the Boards of Commissioners with information on the development of the affordable property being contemplated in Clovis, CA. The development of this property in Clovis represents a significant opportunity for low-income residents to have access to additional housing choices in one of the high opportunity areas of Fresno County. This memo will also request Authorization of Funding Applications and a Housing Relinquished Fund Corporation ("HRFC") Funding Commitment for the Willow & Alluvial Project.

At the March 2018 meeting of the Boards of Commissioners, the opportunity to obtain site control of a property at the NE corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APN 561-020-51 S) (the "Property") was discussed. The Property consists of approximately four acres of vacant land that has been previously entitled for 60 multifamily units.

The Boards were supportive of conducting initial due diligence on the property and negotiating a Purchase and Sale Agreement (the "Agreement") for the subject Property. At the May 29, 2018 Silvercrest, Inc. Board meeting, the Silvercrest Board of Directors ratified the Agreement, which provided for a purchase price of \$1,600,000. Since May, Staff has worked to complete due diligence and refine the project's layout and design.

At the October 23, 2018 Board meeting, the FH Board authorized closing on the acquisition of the property and an HRFC commitment of \$1,650,000.

In anticipation of a Low-Income Housing Tax Credit ("LIHTC") application to the California Tax Credit Allocation Committee ("CTCAC"), staff has been evaluating potential sources of gap financing that would increase the competitiveness of an LIHTC application. Potential gap funding sources include the California Housing Finance Agency ("CalHFA") small loan and subordinate loan programs, as well as the Federal Home Loan Bank's Affordable Housing Program ("AHP") funds.

In order to procure potential financing to facilitate the development, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolution that will allow for the approvals required to submit various funding applications.

Fiscal Impact

Staff is requesting an additional HRFC commitment of \$2,350,000 in addition to the previous commitment of \$1,650,000 made for the land acquisition, for a total commitment of \$4,000,000 for this project. Staff will continue to pursue additional gap financing sources to reduce this commitment. In addition, the fee for submission of the LIHTC application is \$2,000. Staff time and professional fees for performing pre-development activities and writing the application will be allocated to the approved pre-development budget. If funding is received, costs associated with staff time and pre-development activities would be reimbursed through the project.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolutions approving the necessary actions needed to move forward with funding application submissions for the Willow & Alluvial project (APN 561-020-51S), and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize approval of a funding commitment from the Housing Relinquished Fund Corporation ("HRFC") in an amount up to \$4,000,000 for the development of the Willow & Alluvial project. The most recent development pro forma (Exhibit B), detailed operating budget (Exhibit C) and 15-Year projections (Exhibit D) are attached.
2. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity; (b) submission of an application for California Housing Finance Agency (CalHFA) funding, (c) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (d) submission of an application for City of Clovis HOME funds, and (e) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
3. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and
4. Provide for other matters related thereto.

Background

The project is located on the northeast corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APN 561-020-51S). The project was entitled by the previous owner, Willow Petroleum, Inc. Revised project plans crafted by Mogavero Architects were approved by the City of Clovis on February 20, 2019. The plans envision 60 units (8 one-bedroom units, 34 two-bedroom units, 18 three-bedroom units) and 2,473 square feet of community space.

Attachments: Exhibit A – Organizational Chart
Exhibit B – Development Pro Forma
Exhibit C – Operating Budget
Exhibit D – 15-Year Projections

Exhibid E – Site Plan

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION APPROVING A HOUSING RELINQUISHED FUND
CORPORATION (HRFC) LOAN FOR THE DEVELOPMENT OF WILLOW &
ALLUVIAL, 60 UNITS OF FAMILY HOUSING LOCATED AT 725 W ALLUVIAL,
CLOVIS, CA 93611 (APN's 561-020-51 S)**

WHEREAS, the Housing Authority of the City of Fresno, California ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at 725 W Alluvial Avenue, Fresno California (APN 561-020-51 S), and the improvements located thereon into a 60-unit apartment complex (collectively, the Property); and,

WHEREAS, the project's financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$4,000,000 from the HRFC board for the development of Willow & Alluvial, an increase of \$2,350,000 from the current HRFC commitment;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolution(s) accepting a loan from the HRFC in the amount of up to \$4,000,000 for the development of the Willow & Alluvial project and executed all related documents.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION APPROVING A HOUSING RELINQUISHED FUND
CORPORATION (HRFC) LOAN FOR THE DEVELOPMENT OF WILLOW &
ALLUVIAL, 60 UNITS OF FAMILY HOUSING LOCATED AT 725 W ALLUVIAL,
CLOVIS, CA 93611 (APN's 561-020-51 S)**

WHEREAS, the Housing Authority of Fresno County, California ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at 725 W Alluvial Avenue, Fresno California (APN 561-020-51 S), and the improvements located thereon into a 60-unit apartment complex (collectively, the Property); and,

WHEREAS, the project's financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$4,000,000 from the HRFC board for the development of Willow & Alluvial, an increase of \$2,350,000 from the current HRFC commitment;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolution(s) accepting a loan from the HRFC in the amount of up to \$4,000,000 for the development of the Willow & Alluvial project and executed all related documents.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF FUNDING APPLICATIONS FOR
THE WILLOW & ALLUVIAL PROJECT (APN: 561-020-51S) AND OTHER MATTERS
RELATED THERETO**

WHEREAS, the Housing Authority of Fresno County, California (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in Fresno County, California (“the County”); and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Willow & Alluvial site (APN: 561-020-51 S) is located in an area with limited affordable housing opportunities and is generally in line with the Authority’s housing and development goals; and,

WHEREAS, On May 29, 2018 the Boards supported Silvercrest’s acquisition of the property for \$1,600,000; and,

WHEREAS, a project concept and architectural plan envisions up to 59 low income units, 1 manager’s unit and 2,473 square feet of community space; and,

WHEREAS, the Authority intends to submit an application to the California Housing Finance Agency (in a soft financing request up to \$1,200,000 and a permanent financing loan request up to \$2,000,000), among other applications; and,

WHEREAS, the project’s financing structure calls for the submission of a 9% LIHTC application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolutions authorizing the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity; (b) submission of an application for California Housing Finance Agency (CalHFA) funding, (c) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (d) submission of an application for

City of Clovis HOME funds, and (e) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director, and to execute documents on behalf of the Housing Authority of Fresno County, CA.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

EXHIBIT A

Ownership Structure Willow & Alluvial

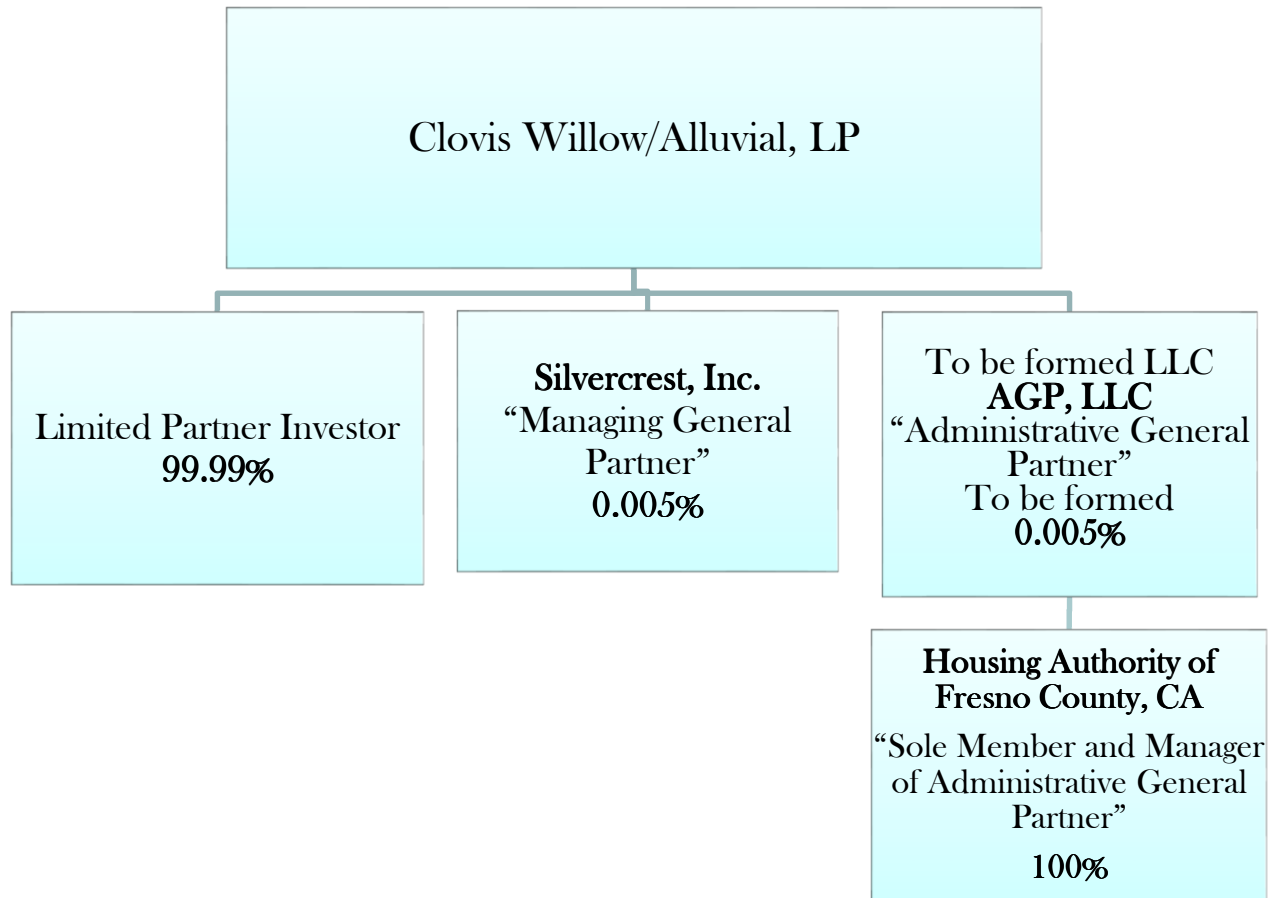


EXHIBIT B

Willow/Alluvial Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Conventional Perm Loan	\$ 1,012,000
HRFC	\$ 4,000,000
GP Contribution	\$ 100
Equity	\$ 20,278,407
Total Sources of Funds	\$ 25,290,507
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,600,000
Construction Costs	\$ 16,426,840
Contingencies	\$ 1,071,342
Permits/Impact Fees/etc.	\$ 725,000
Professional Fees	\$ 1,369,300
Loan Fees and other Soft Costs	\$ 1,760,861
Reserves	\$ 235,216
Developer Fee	\$ 2,101,948
Total Uses of Funds	\$ 25,290,507

**Draft budget as of 2/20/2019*

Exhibit C

Willow/Alluvial Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1 Bd.	5	30%	665	\$ 286	\$ 17,160
2 Bd.	8	30%	860-943	\$ 333	\$ 31,968
3 Bd.	8	30%	1,121-1,216	\$ 376	\$ 36,096
2 Bd.	4	40%	860-943	\$ 468	\$ 22,464
3 Bd.	1	40%	1,121-1,216	\$ 532	\$ 6,384
1 Bd.	1	50%	665	\$ 510	\$ 6,120
2 Bd.	6	50%	860-943	\$ 602	\$ 43,344
3 Bd.	4	50%	1,121-1,216	\$ 686	\$ 32,928
2 Bd.	4	60%	860-943	\$ 736	\$ 35,328
3 Bd.	2	60%	1,121-1,216	\$ 841	\$ 20,184
1 Bd.	2	70%	665	\$ 734	\$ 17,616
2 Bd.	6	70%	860-943	\$ 871	\$ 62,712
2 Bd.	6	80%	860-943	\$ 1,005	\$ 72,360
3 Bd.	2	80%	1,121-1,216	\$ 1,152	\$ 27,648
Managers Unit (3 Bd.)	1		1121		
TOTAL REVENUE	60				\$ 432,312

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	467	28,000
Management Fee	720	43,200
Utilities	1,467	88,000
Payroll	990	59,375
Insurance	417	25,000
Real Estate Taxes	25	1,500
Maintenance	409	24,550
Services	500	30,000
Replacement Reserve	300	18,000
Total Operating Expenses	5,294	317,625

**Draft budget as of 2/20/2019*

Exhibit D

Willow/Alluvial - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.5%	\$ 432,312	\$ 443,120	\$ 454,198	\$ 465,553	\$ 477,192	\$ 489,121	\$ 501,349	\$ 513,883	\$ 526,730	\$ 539,898	\$ 553,396	\$ 567,231	\$ 581,412	\$ 595,947	\$ 610,846
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS POTENTIAL INCOME - HOUSING		\$ 432,312	\$ 443,120	\$ 454,198	\$ 465,553	\$ 477,192	\$ 489,121	\$ 501,349	\$ 513,883	\$ 526,730	\$ 539,898	\$ 553,396	\$ 567,231	\$ 581,412	\$ 595,947	\$ 610,846
VACANCY ASSUMPTIONS																
Vacancy Loss (Residential)	5.0%	\$ 21,616	\$ 22,156	\$ 22,710	\$ 23,278	\$ 23,860	\$ 24,456	\$ 25,067	\$ 25,694	\$ 26,337	\$ 26,995	\$ 27,670	\$ 28,362	\$ 29,071	\$ 29,797	\$ 30,542
Vacacancy Loss (PBV)	5.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL VACANCY LOSS		\$ 21,616	\$ 22,156	\$ 22,710	\$ 23,278	\$ 23,860	\$ 24,456	\$ 25,067	\$ 25,694	\$ 26,337	\$ 26,995	\$ 27,670	\$ 28,362	\$ 29,071	\$ 29,797	\$ 30,542
EFFECTIVE GROSS INCOME		\$ 410,696	\$ 420,964	\$ 431,488	\$ 442,275	\$ 453,332	\$ 464,665	\$ 476,282	\$ 488,189	\$ 500,394	\$ 512,904	\$ 525,726	\$ 538,869	\$ 552,341	\$ 566,150	\$ 580,303
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.5%	\$ 299,625	\$ 310,112	\$ 320,966	\$ 332,200	\$ 343,827	\$ 355,861	\$ 368,316	\$ 381,207	\$ 394,549	\$ 408,358	\$ 422,651	\$ 437,443	\$ 452,754	\$ 468,600	\$ 485,001
Replacement Reserves		\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
TOTAL EXPENSES & RESERVES		\$ 317,625	\$ 328,112	\$ 338,966	\$ 350,200	\$ 361,827	\$ 373,861	\$ 386,316	\$ 399,207	\$ 412,549	\$ 426,358	\$ 440,651	\$ 455,443	\$ 470,754	\$ 486,600	\$ 503,001
NET OPERATING INCOME		\$ 93,071	\$ 92,852	\$ 92,522	\$ 92,076	\$ 91,505	\$ 90,805	\$ 89,966	\$ 88,982	\$ 87,845	\$ 86,545	\$ 85,075	\$ 83,426	\$ 81,587	\$ 79,549	\$ 77,302
DEBT SERVICE																
Total Required Debt Service		\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642	\$ 71,642
Net Cash Flow		\$ 21,429	\$ 21,210	\$ 20,880	\$ 20,434	\$ 19,863	\$ 19,163	\$ 18,324	\$ 17,340	\$ 16,203	\$ 14,903	\$ 13,433	\$ 11,784	\$ 9,945	\$ 7,907	\$ 5,660
DEBT SERVICE COVERAGE RATIO		1.30	1.30	1.29	1.29	1.28	1.27	1.26	1.24	1.23	1.21	1.19	1.16	1.14	1.11	1.08

*Draft budget as of 2/20/2019

WEST ALLUVIAL AVE.

INTERSECTION OF "ALLUVIAL AVE." AND "NORTH WILLOW AVE."

TYPICAL PARKING 9' X 16'
PLUS 2'-0" OVER HANG

5'-0" SETBACK
2'-0" PARKING OVERHANG AND LANDSCAPE TYP.

TYPICAL PARKING UNDER CARPORT
10' X 16' PLUS 2'-0" OVER HANG

BRICK BLOCK BIKE PARKING
(12 BIKES) (TYPICAL OF FIVE)

MIN. R 45'

20'-0"
SETBACK

20'-0"
SETBACK

PROPERTY
LINE

PEDESTRIAN ACCESS

ENTRY CONTROL KIOSK

REMOTE CONTROL GATE

TYPICAL PARKING 9' X 16'
PLUS 2'-0" OVER HANG

TYPICAL PARKING UNDER CARPORT
10' X 16' PLUS 2'-0" OVER HANG

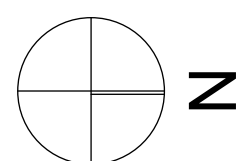
2'-0" PARKING OVERHANG
AND LANDSCAPE TYP.

8" BRICK BLOCK WALL
WITH STEEL TRELLIS ABOVE

12' X 20' BRICK BLOCK GARDEN TOOL SHED

■ SITE-GROUND FLOOR - SCALE 1" = 20'

0 10' 20' 40'



BIM Server: M:\BIM Server\local - Shared\Bids for 150\150-01-10-0000 - Willow and Alluvial - Fresno - Project Tuesday, February 5, 2019, 9:41 AM

BOARD MEMO

O (559) 443-8400
 F (559) 445-8981

1331 Fulton Street
 Fresno, California 93721
 TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7c

AUTHOR: Quincy Boren

SUBJECT: Plaza Terrace – Approvals Needed to Apply for Funding

Executive Summary

At the January 2019 Fresno Housing Authority (“FH”) Board meeting, the Board authorized entering into a Memorandum of Understanding (“MOU”) between the Housing Authority of the City of Fresno, CA (“HACF”) and the County of Fresno Department of Behavioral Health (“DBH”) as a collaboration to develop permanent supportive housing for Fresno County residents.

As part of this partnership to provide additional permanent supportive housing units, the Plaza Terrace project (the “Project”) is being prepared for a 2019 1st Round Low-Income Housing Tax Credit (“LIHTC”) application to the California Tax Credit Allocation Committee (“CTCAC”) in March 2019. Plaza Terrace is an existing 30 unit complex that was previously used as temporary housing in partnership with Fresno County Department of Social Services. The site is owned by the Fresno Housing Authority (“FH”) and is currently vacant. The site is approximately .75 acres in central Fresno, CA. The existing site consists of all 2-bedroom units, and is proposed to be reconfigured to be (25) 1-bedroom units and (3) 2-bedroom units for a total of (28) units, with one of the 2-bedroom units reserved for a manager, and the addition of onsite community and office space. The renovated complex will serve persons in need of permanent supportive housing, and will have onsite support services provided.

In addition to LIHTC’s, other potential Project financing sources include the California Department of Housing and Community Development’s No Place Like Home Program (“NPLH”), the Special Needs Housing Program (SNHP), and the Federal Home Loan Bank’s Affordable Housing Program (“AHP”) funds. The Board authorized submission of a NPLH funding application that was submitted in January 2019. DBH has provided a commitment of SNHP funding to the Project.

In order to procure potential financing to facilitate the development, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolution that will allow for the approvals required to submit various funding applications.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the necessary actions needed to move forward with funding applications submission, and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize the undertaking of all actions necessary to assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity, (b) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (c) submission of an application for City of Fresno HOME funds, and (d) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
2. Authorize Preston Prince, the CEO/Executive Director, and Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of the City of Fresno, CA.
3. Provide for other matters related thereto.

Fiscal Impact

The fee for submission of the LIHTC application is \$2,000. Professional fees for performing pre-development activities and reports will be allocated to the approved pre-development budget. Staff is not requesting a contribution from the Housing Relinquished Fund Corporation for this project.

Background Information

The Plaza Terrace apartment complex is located at the corner of Belmont and Cedar Ave. The site is .75 acres and currently has (30) existing units that were previously operated as reunification housing for mothers and families (the El Puente program). There are six 2-story buildings on site, four of which are used as residential living units, and the other two are used as a managers office and maintenace shop, along with laundry and storage space. As part of the rehabilitation process, FH envisions upgrades that will include amenities that will be comparable to high quality units in the community. These upgrades include but are not limited to flooring, windows, laundry facility, dishwashers, heating/cooling, and roofing upgrades. Rehabilitation of existing units will also involve the replacement of mechanical, electrical, and plumbing systems. With improvements made to the building envelopes and systems, FH is anticipating a 15-30% increase in energy efficiencies for all buildings.

Attachments: Exhibit A – Organizational Chart
Exhibit B – Development Pro Forma
Exhibit C – Operating Budget
Exhibit D – 15-Year Projections
Exhibid E – Site Plan

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION AUTHORIZING THE SUBMISSION OF A 9% LOW INCOME HOUSING
TAX CREDIT ("LIHTC") APPLICATION AND OTHER VARIOUS FINANCING SOURCES
FOR THE DEVELOPMENT OF PLAZA TERRACE, 28 UNITS OF PERMANENT
SUPPORTIVE HOUSING LOCATED AT 4041 PLAZA DRIVE WEST, FRESNO, CA
93702 (APN's 454-295-09)**

WHEREAS, the Housing Authority of the City of Fresno, CA ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in the City of Fresno, California; and,

WHEREAS, the Authority has entered into a Memorandum of Understanding (MOU) with the County of Fresno Department of Behavioral Health (DBH) as a collaboration to develop permanent supportive housing for Fresno County residents; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at 4041 Plaza Drive West, Fresno, CA 93702 (APN 454-295-09), and the improvements located thereon into a 28-unit apartment complex (collectively, "the Property"); and,

WHEREAS, the project's financing structure calls for the submission of a 9% low income housing tax credit ("LIHTC") application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolutions authorizing the undertaking of all actions necessary to assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity, (b) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (c) submission of an application for City of Fresno HOME funds, and (d) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director, and authorize Preston Prince, the

CEO/Executive Director, and Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of the City of Fresno, CA.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

Ownership Structure- Exhibit A

Plaza Terrace

(To be formed)

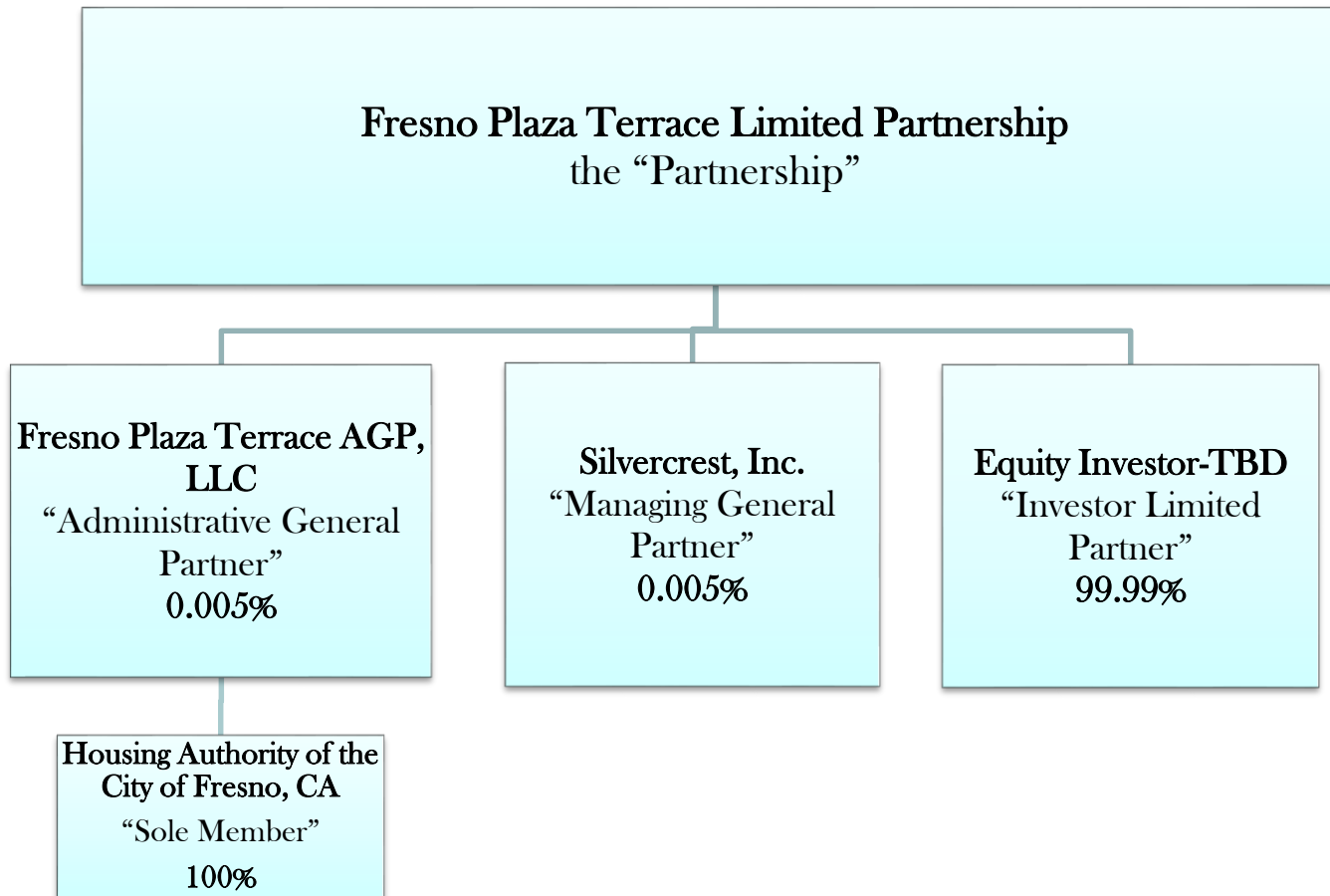


EXHIBIT B

Plaza Terrace Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Special Needs Housing Program Loan	\$ 2,705,869
Equity Contribution	\$ 9,421,984
GP Contribution	\$ 100
Total Sources of Funds	\$ 12,127,953
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,700,000
Construction Costs	\$ 4,073,400
Contingencies	\$ 657,340
Permits/Impact Fees/etc.	\$ 50,000
Professional Fees	\$ 802,700
Loan Fees and other Soft Costs	\$ 1,114,148
Reserves	\$ 2,811,051
Developer Fee	\$ 919,314
Total Uses of Funds	\$ 12,127,953

**Draft budget as of 2/20/2019*

Exhibit C

Plaza Terrace Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1bdrm	7	20%	750	\$ 224	\$ 18,816
2bdrm	1	20%	750	\$ 269	\$ 3,228
1bdrm	5	30%	750	\$ 336	\$ 20,160
1bdrm	6	40%	750	\$ 448	\$ 32,256
2bdrm	1	40%	750	\$ 538	\$ 6,456
1bdrm	7	60%	750	\$ 672	\$ 56,448
Managers Unit	1		750		
Rental Subsidy					\$ 115,620
TOTAL REVENUE	28				\$ 252,984

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	1,615	45,221
Management Fee	636	17,820
Utilities	1,079	30,215
Payroll	2,321	65,000
Insurance	254	7,122
Maintenance	1,687	47,244
Services	2,429	68,000
Replacement Reserve	600	16,800
Total Operating Expenses	10,622	297,422

**Draft budget as of 2/20/2019*

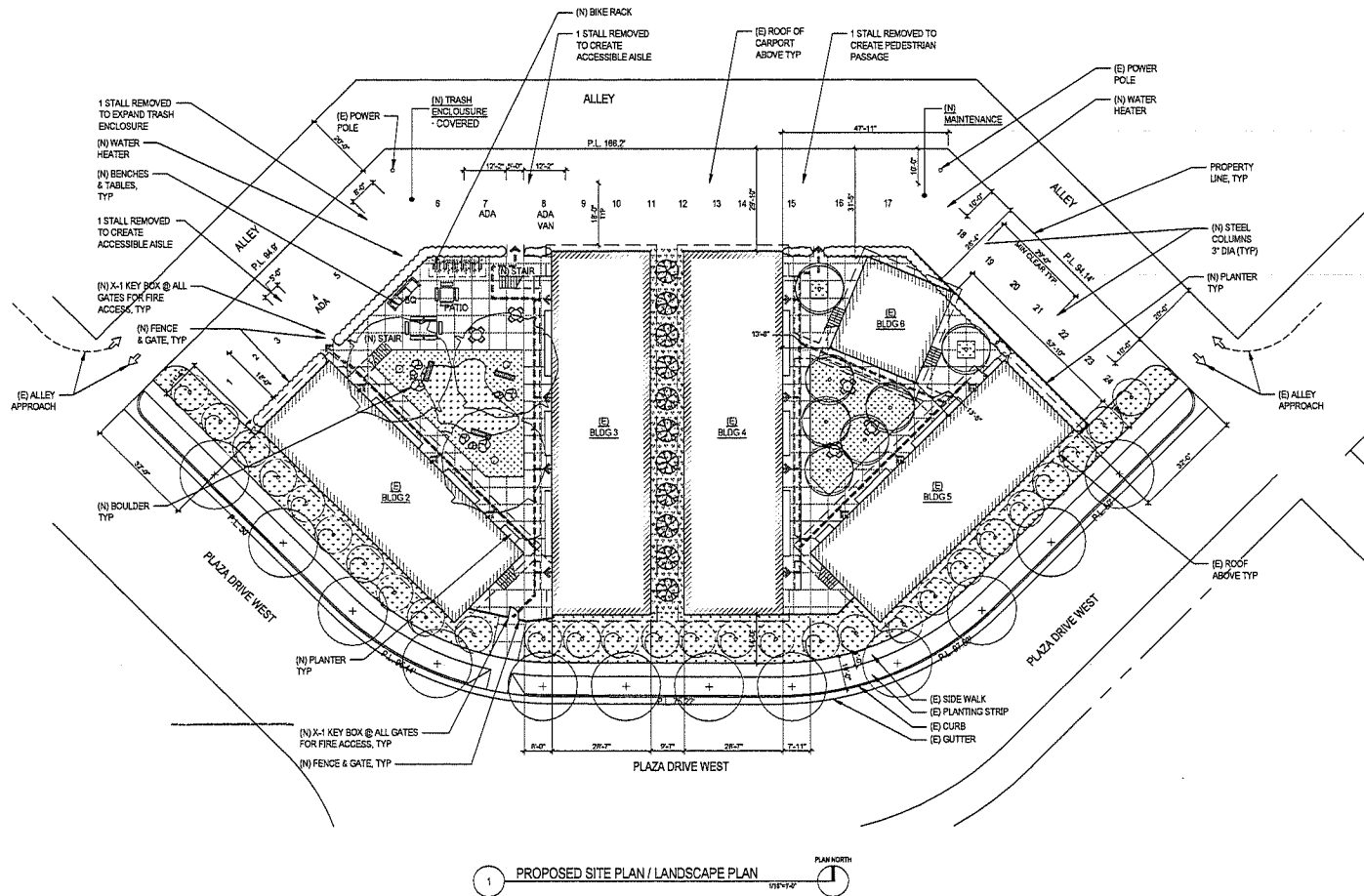
Exhibit D

Plaza Terrace - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.5%	\$ 137,364	\$ 140,798	\$ 144,318	\$ 147,926	\$ 151,624	\$ 155,415	\$ 159,300	\$ 163,283	\$ 167,365	\$ 171,549	\$ 175,838	\$ 180,233	\$ 184,739	\$ 189,358	\$ 194,092
Rental Subsidy		\$ 115,620	\$ 118,511	\$ 121,473	\$ 124,510	\$ 127,623	\$ 130,813	\$ 134,084	\$ 137,436	\$ 140,872	\$ 144,394	\$ 148,003	\$ 151,703	\$ 155,496	\$ 159,383	\$ 163,368
Draw on non HCD COSR		\$ 108,827	\$ 111,548	\$ 114,336	\$ 117,195	\$ 120,125	\$ 123,128	\$ 126,206	\$ 129,361	\$ 132,595	\$ 135,910	\$ 139,308	\$ 142,790	\$ 146,360	\$ 150,019	\$ 153,770
GROSS POTENTIAL INCOME - HOUSING		\$ 361,811	\$ 370,856	\$ 380,128	\$ 389,631	\$ 399,372	\$ 409,356	\$ 419,590	\$ 430,080	\$ 440,832	\$ 451,852	\$ 463,149	\$ 474,727	\$ 486,596	\$ 498,760	\$ 511,229
VACANCY ASSUMPTIONS																
Vacancy Loss	10.0%	\$ 36,181	\$ 37,086	\$ 38,013	\$ 38,963	\$ 39,937	\$ 40,936	\$ 41,959	\$ 43,008	\$ 44,083	\$ 45,185	\$ 46,315	\$ 47,473	\$ 48,660	\$ 49,876	\$ 51,123
TOTAL VACANCY LOSS		\$ 36,181	\$ 37,086	\$ 38,013	\$ 38,963	\$ 39,937	\$ 40,936	\$ 41,959	\$ 43,008	\$ 44,083	\$ 45,185	\$ 46,315	\$ 47,473	\$ 48,660	\$ 49,876	\$ 51,123
EFFECTIVE GROSS INCOME		\$ 325,630	\$ 333,771	\$ 342,115	\$ 350,668	\$ 359,434	\$ 368,420	\$ 377,631	\$ 387,072	\$ 396,748	\$ 406,667	\$ 416,834	\$ 427,255	\$ 437,936	\$ 448,884	\$ 460,107
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.5%	\$ 280,622	\$ 290,444	\$ 300,609	\$ 311,131	\$ 322,020	\$ 333,291	\$ 344,956	\$ 357,030	\$ 369,526	\$ 382,459	\$ 395,845	\$ 409,700	\$ 424,039	\$ 438,880	\$ 454,241
Replacement Reserves		\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800
TOTAL EXPENSES & RESERVES		\$ 280,622	\$ 290,444	\$ 300,609	\$ 311,131	\$ 322,020	\$ 333,291	\$ 344,956	\$ 357,030	\$ 369,526	\$ 382,459	\$ 395,845	\$ 409,700	\$ 424,039	\$ 438,880	\$ 454,241
NET OPERATING INCOME		\$ 45,008	\$ 43,327	\$ 41,506	\$ 39,537	\$ 37,414	\$ 35,129	\$ 32,675	\$ 30,042	\$ 27,223	\$ 24,208	\$ 20,989	\$ 17,555	\$ 13,897	\$ 10,004	\$ 5,865
DEBT SERVICE																
Total Required Debt Service		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cash Flow		\$ 45,008	\$ 43,327	\$ 41,506	\$ 39,537	\$ 37,414	\$ 35,129	\$ 32,675	\$ 30,042	\$ 27,223	\$ 24,208	\$ 20,989	\$ 17,555	\$ 13,897	\$ 10,004	\$ 5,865
DEBT SERVICE COVERAGE RATIO		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

*Draft budget as of 2/20/2019

EXHIBIT E



ACCESSIBILITY NOTES	
1.	PATH OF TRAVEL NOT TO EXCEED 5% SLOPE
2.	SEE SHEET T2.1&2 FOR ADA PARKING
-----> EGRESS PATH OF TRAVEL	
IRRIGATION NOTE:	
1.	INSTALL (N) HIGH EFFICIENCY IRRIGATION SYSTEM
2.	IRRIGATION SYSTEM TO BE DESIGN-BUILD.



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OAKLAND, CA 94608
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PLAZA TERRACE APARTMENTS
4041 PLAZA DRIVE WEST
FRESNO, CA 93702

12.07.2018 PLANNING SET
01.10.2018 PLANNING RESUBMITTAL
01.24.2018 PLANNING RESUBMITTAL
02.19.2018 TOC APPLICATION

PROPOSED
SITE &
LANDSCAPE
PLAN

DATE: _____
CHECKED BY: VWW
JOB: 18-01

A1.2

LANDSCAPE LEGEND		(N) PLANTING LIST													
SYMBOL	MATERIAL	SYMBOL	QUANTITY	SIZE	SCIENTIFIC NAME	COMMON NAME	WATER USE	SPACING	SYMBOL		SIZE	SCIENTIFIC NAME	COMMON NAME	WATER USE	SPACING
	STABILIZED DG		(12)	10 GAL	STREET TREE: GINKGO BILOBA 'AHTHMN GOLD'	GINKGO	LOW	20'-0" O.C.	 MIX PLANTS AREA		5 GAL	ROMNEYA COULTERI	MATILJIA POPPY	LOW	3'-0" O.C.
	CONCRETE		(3)	5 GAL	PLATANAS RACEMOSA	SYCAMORE	LOW	20'-0" O.C.			5 GAL	ROSMARINHS OFFICINALIS 'REN TAYLOR'	ROSEMARY	LOW	3'-0" O.C.
	PERVIOUS PAVERS		(7)	10 GAL	PISTACIA CHINENSIS	CHINESE PISTACHE	LOW	20'-0" O.C.			FLAT	LEYMUS CONDENSATLIS 'CANYON PRINCE'	LEYMUS GRASS	LOW	4'-0" O.C.
	¾" CRUSHED ROCK GRAVEL		(24)	5 GAL	HETEROMELES ARBUTIFOLIA	TOYON	LOW	20'-0" O.C.			SCREEN	PHOTOSPORUM EUGENIODES	PHOTOSPORUM	LOW	5'-0" O.C.
	REDWOOD BARK MULCH		(11)	5 GAL		BAMBOO	LOW	10'-0" O.C.							

BOARD MEMO

O (559) 443-8400


F (559) 457-4294

1331 Fulton Street
 Fresno, California 93721
 TTY (800) 735-2929

www.fresnohousing.org

TO: Board of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
 CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7d

AUTHOR: Sheila Scheitrum

SUBJECT: Allocation of Project Based Vouchers: Kingsburg Seniors Housing, SWC of Sierra Street and Madsen Ave, Kingsburg CA 93631; APN: 396-020-017

Executive Summary

The Fresno Housing Authority ("FH") is committed to the development of affordable housing within this community, and the Kingsburg Seniors Housing project exemplifies the goals of this Agency.

Pursuant to the authority granted to FH under the Annual Contributions Contract (the "ACC") between FH and the U.S. Department of Housing and Urban Development ("HUD"), FH has access to Section 8 tenant assistance vouchers, which FH may choose to allocate as project-based vouchers ("PBV's") and attach to specific units rather than using them for tenant-based assistance pursuant to Section 8 of the U.S. Housing Act of 1937 and 24 CFR Part 983. FH's desire is to facilitate the development and operation of an affordable 47-unit senior housing development located at the SW corner of Sierra Street and Madsen Avenue in the City of Kingsburg, California (the "Project"). The targeted income for the site is 30% to 80% AMI. This project will also include five (5) market rate units.

FH has the ability to commit to the Project up to forty-one (41) project-based Section 8 vouchers for an initial Housing Assistance Payment contract term of 20 years, after which the initial term shall be renewed for an additional 20 year term. The Section 8 vouchers will be provided subject to and in accordance with Section 8 of the U.S. Housing Act of 1937 and all applicable regulations thereto.

The regulations from 24 CFR 983 provide for two methods of project selection – through a competitive RFP process and through the selection of a project that has been previously selected for competitive funding. The language that describes this second method is as follows:

983.51 (b) (2) Selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposal (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years

of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

FH is basing its selection method on the award of the County of Fresno's HOME funds in which the project was selected to receive \$1,000,000 on February 15, 2019.

In accordance with CFR 983.51(d), a public notice announcing the selection of the proposal for award of PBV's to the Project was posted with the Fresno Bee, the local newspaper of general circulation, on February 24, 2019. The public notice contained a phone number for the public to ask questions. No comments or questions have been received.

Fiscal Impact

The forty-one (41) PBV's are anticipated to provide up to \$150,826 of subsidy income in year one, subsequent year amounts may vary based on fair market rents. This funding will commence at the time each unit receives a Certificate of Occupancy and both the unit and proposed tenant have been reviewed and approved by a Housing Authority staff person or contractor, subject to program guidelines. The PBV's and subsequent funding will come from FH's existing Housing Choice Voucher program.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of Fresno County, CA award up to forty-one (41) Project Based Vouchers (PBV) for the Kingsburg Seniors Housing project and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director and/or their designee to enter into a Housing Assistance Payment contract for 20 years, with a 20 year extension, with a to-be formed Limited Partnership, for the purposes of providing up to forty-one (41) Project Based Vouchers to the Kingsburg Seniors Housing project affordable housing development.

Background Information

The City of Kingsburg and the Fresno Housing Authority have discussed a potential partnership to develop a senior housing project after the initial developer was unable to secure project financing. Marion Villas Apartments, a 46-unit seniors development completed by HAFC in 2014, has been very well received by the City of Kingsburg and has quickly become a valuable asset for the community. As a result of our great work, the City believes FH is a good fit to be the developer for this project.

The project is located on the southwest corner of Madsen Avenue and Sierra Street in Kingsburg, CA (APN: 396-020-017) FH staff currently envisions the project as new construction of 47 units, there will be (38) one-bedroom units, (8) two-bedroom units, and (1) three-bedroom manager's unit. Of the (47) units, (41) of the units will be rent restricted for qualified incomes ranging from 30% to 80% of the area median income, and (5) units will be market rate units. There will also be approximately 3,650 square feet of community space.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION APPROVING ALLOCATION OF UP TO FORTY-ONE (41) PROJECT
BASED VOUCHERS FOR KINGSBURG SENIORS HOUSING, AN AFFORDABLE
HOUSING DEVELOPMENT IN KINGSBURG, CA; APN: 396-020-017**

WHEREAS, the Housing Authority of Fresno County, California (the “Authority”) intends to be the developer of the Kingsburg Seniors Housing project, an affordable housing development located at southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg; and,

WHEREAS, there is a demonstrated need in the area to provide affordable seniors housing for low income individuals; and

WHEREAS, the Authority has gone through the HUD process for the selection of Project Based Vouchers through a competitive funding award of \$1,000,000 from the County of Fresno HOME Program to construct such a project; and,

WHEREAS, the Authority desires to commit up to forty-one (41) Project-Based Vouchers to Kingsburg Seniors Housing, for a term of 20 years, with an automatic renewal clause of an additional 20 years;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize and empower the CEO/Executive Director Preston Prince, Deputy Executive Director Tracewell Hanrahan, and/or their Designee, to negotiate and execute a Housing Assistance Payments (HAP) contract and supporting documents, for the purposes of providing up to forty-one (41) Project Based Vouchers to a “to be formed” Limited Partnership for the Kingsburg Seniors Housing development in Kingsburg, CA.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following

vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO


O (559) 443-8400
F (559) 457-4294

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7e

AUTHOR: Sheila Scheitrum

SUBJECT: Chinatown Housing Development – Transformative Climate Communities (“TCC”) Sub-Grant Agreement

Executive Summary

The California Strategic Growth Council’s (“SGC”) Transformative Climate Communities (“TCC”) program is a State funding source that provided a \$70 million set-aside for the City of Fresno in 2017. The City of Fresno was the lead applicant in the submission of a TCC application on December 6, 2017. The City of Fresno and the Chinatown Housing Development project located at 1101 “F” Street in Fresno (APN’s 467-065-06 and 07) were awarded TCC funds in January, 2018. The project received an award of \$10,807,319 in TCC funds.

The site consists of two vacant parcels located on the Northeast corner of Mariposa and “F” streets on approximately 0.60 acres in Fresno, CA. The site is zoned DTN – Downtown Neighborhood that will allow for a combination of commercial and multifamily housing. Staff has a concept proposal for a 4 story, mixed-use development with commercial/retail space on the bottom floor, and 57 units of affordable workforce housing above. The site is within a quarter mile of the planned High Speed Rail Station, and aligns well with the goals, design elements and environmental requirements of the program.

The City of Fresno will be requesting approval from Fresno City Council on February 28, 2019 to enter into the Master Grant Agreement with SGC that will memorialize the process and timelines for awarded projects to begin requesting disbursements of TCC funds. All TCC awarded projects will subsequently enter into a Sub-Grant Agreement with the City of Fresno listed as the project lead.

At the time of publication of the Board Packet, the details of the agreement were still pending. Staff will send out a replacement memo on Monday, February 25th with the tentative agreement and associated costs.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority approve entering into a Sub-Grant Agreement with the City of Fresno in order to move forward with TCC funding for the Chinatown Housing Development and authorize Preston Prince, CEO/Executive Director, Tracewell

Hanrahan, Deputy Executive Director, and/or their designee, to execute all agreements and ancillary document in connection therewith.

Fiscal Impact

The Board authorized an HRFC commitment of \$1,000,000 in October, 2017. No additional funds are requested at this time; costs related to pre-development activities are being allocated to the approved pre-development budget.

Background Information

The Chinatown Housing Development site consists of two vacant parcels located on the Northeast corner of Mariposa and F streets in close proximity to the planned High Speed Rail Station on approximately 0.60 acres in Fresno, CA. Staff envisions a mixed-use project with fifty-seven (57) residential units and up to 4,700 sq. ft. of commercial space. Zoning for the site allows for construction of up to 6 stories.

Staff has been in constant communication with the Chinatown Fresno Foundation and the Chinatown area residents to get their input on the design of the project. The project has also been awarded \$1,160,000 of Infill Infrastructure Grant funds.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION AUTHORIZING ENTERING INTO A SUB-GRANT AGREEMENT WITH
THE CITY OF FRESNO FOR TRANSFORMATIVE CLIMATE COMMUNITIES (“TCC”)
FUNDS FOR THE CHINATOWN HOUSING DEVELOPMENT (APNs: 467-065-06 & 467-065-
07)**

WHEREAS, the Housing Authority of the City of Fresno, CA (“the Authority”) seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority submitted with the City of Fresno as lead applicant a Transformative Climate Communities (“TCC”) application to the Strategic Growth Council (“SGC”) for the development of real property located in Chinatown on the corner of Mariposa and “F” streets in Fresno, CA, 93706 (APN’s 467-065-06, 467-065-07), and the improvements located thereon into a 57-unit mixed-use multifamily complex with commercial on the first floor (collectively, the Property); and,

WHEREAS, the Authority has met with business owners and community members to determine the needs of the Chinatown area; and,

WHEREAS, the Authority and the City of Fresno were awarded TCC funds in January, 2018, with an allocation of \$10,807,319 for the Chinatown Housing Development; and

WHEREAS, the City of Fresno must enter into a Master Grant Agreement with the Strategic Growth Council to enable the disbursement of TCC funding to the awardees; and

WHEREAS, the City of Fresno is requiring that all TCC awarded projects enter into a Sub-Grant Agreement; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to enter into a Sub-Grant Agreement with the City of Fresno in order to move forward with the TCC process for the Chinatown Housing Development and to execute all agreements and ancillary document in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400
F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 21, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM: 7f

AUTHOR: Scott Fetterhoff

SUBJECT: Travel & Expense

Reimbursement Policy Revision

Executive Summary

The purpose of this memo is to provide an overview of proposed changes to the Fresno Housing Authority's Travel & Expense Reimbursement Policy. Staff has reviewed and made recommended changes (attached herein) to the policy. Below is a summary of key policy changes:

- Travel & training approval requests submitted at least 15 days prior to an event (when feasible).
- Updated written procedure and forms to simplify and consolidate steps
- Updated approval flows for out-of-county and out-of-state travel, and for travel advances.
- Updated mileage reimbursement process.
- Clarified expectations for conference and training participation.
- Audits of approved expense reports and reimbursements will be done on a quarterly basis to ensure policy compliance and responsible stewardship of Agency funds.
- New per diem for meals:
 - Breakfast: from \$15 to \$18
 - Lunch: from \$15 to \$19
 - Dinner: from \$30 to \$34

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached revisions to the Travel & Expense Reimbursement Policy.

Fiscal Impact

Dependent on the volume of travel in a given year, likely less than \$6,000 annually.

**RESOLUTION NO:
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO**

**RESOLUTION TO APPROVE THE REVISION TO THE TRAVEL AND EXPENSE
REIMBURSEMENT POLICY**

WHEREAS, the Agency recognizes the need for commissioners, employees, and others
to conduct business on behalf of the Agency; and

WHEREAS, the Agency recognizes that such business will require business-related
travel costs and expense reimbursement; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency
does hereby approve of the revisions to the Travel and Expense Reimbursement Policy.

PASSED AND ADOPTED THIS 26th DAY of February, 2019. I, the undersigned, hereby
certify that the foregoing Resolution was duly adopted by the governing body with the
following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioner

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION TO APPROVE THE REVISION TO THE TRAVEL AND EXPENSE
REIMBURSEMENT POLICY**

WHEREAS, the Agency recognizes the need for commissioners, employees, and others to conduct business on behalf of the Agency; and

WHEREAS, the Agency recognizes that such business will require business-related travel costs and expense reimbursement; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby approve of the revisions to the Travel and Expense Reimbursement Policy.

PASSED AND ADOPTED THIS 26th DAY of February, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioner

Travel & Expense Reimbursement Policy

Introduction

The Fresno Housing Authority (“the Agency”) recognizes the need for commissioners, employees, and others to conduct business on behalf of the Agency that will require business-related travel and expense costs. The Agency will reimburse its commissioners and employees for travel expenses which are deemed necessary to the economic and efficient operation of the Agency. It is the responsibility of commissioners and employees to submit an expense report for such reimbursement.

Purpose

The purpose of this policy is to outline the Agency’s guidelines for commissioners and employees who incur travel expenses while conducting Agency business. Agency business-related travel must be authorized for reimbursement in advance through the appropriate approval channel(s), as being essential for the operation of Agency programs.

Policy

Common reimbursable business-related expenses include airfare, rental car, bus, taxi or rideshare fares, parking, hotel (lodging), meals, mileage, conference or training registration and/or membership fees, and other types of incidental costs incurred while travelling for business purposes (e.g. baggage handling fee,). Requests for approval of travel and training expenses must be submitted on a Travel and Training Request Form no later than 15 days prior to an event. Requests for reimbursement for business-related travel expenses must be submitted within fifteen (15) working days of return from a trip.

Reviews and audits of approved travel and expense reimbursements will be done on a quarterly basis to ensure ongoing compliance with this policy, and the responsible management and stewardship of Agency funds.

With respect to rates for lodging, airfare and rental cars, business-related travel should be planned as far ahead of time as is feasible, to ensure the lowest possible rates. Reimbursement for travel expenses may be approved only for the cost of the most direct travel route and least cost plan available under normal conditions, and for actual time spent conducting Agency business. Exceptions will be reviewed on a case by case basis.

Lodging / Hotel

Reimbursement for room accommodations may be approved only for actual and necessary expenses. Every effort should be made to acquire reasonable lodging facilities. Excessive rates that are not justified may be reduced by the expense approver.

Mileage Reimbursement for use of Personal Vehicle

The Agency will reimburse commissioners and employees for the use of their personal vehicle when it is used to conduct business on behalf of the Agency. Requests for mileage reimbursement should be accompanied by a route map showing the route(s) driven and business-related mileage totals minus the employee's normal daily commute to and from work. The mileage reimbursement rate published by the Internal Revenue Service (IRS) will be checked annually and the Agency's reimbursement rate will be adjusted accordingly.

Per Diem for Meals and Incidental Expenses

The allowance for business-related meals will be calculated on a per diem basis. The daily reimbursement rate for meals is \$71.00 per day, and the expense allowance guideline for individual meals during business-related travel, will be as follows:

- a. Breakfast: \$18.00
- b. Lunch: \$19.00
- c. Dinner: \$34.00

Meal allowances include tax and gratuities for meals. No reimbursements shall be made for meals included within conference or training registration fees paid by the Housing Authority. In claiming reimbursement, employees are expected to reasonably account for the beginning and end times of the trip. For example, breakfast is not allowed on the day of departure unless the trip starts prior to 7:00 a.m. Dinner is not allowed on the day of return unless the trip ends later than 7:00 p.m.

Individual reimbursement for meals may exceed the maximum allowable amount (indicated above) if one of the following conditions exists: (i) A meal is a scheduled event at a conference or training and a receipt and appropriate approval are submitted to document the amount above the standard allowance. (ii) There are unique circumstances which require meal expenses not covered in this policy.

No reimbursements will be made for alcoholic beverages.

Professional Development

Conference and training registration and/or membership fees are allowed when attendance is in the direct interest of performing Agency work. When attending, commissioners and employees are expected to attend and participate to the fullest extent possible. Exceptions may be approved ahead of time by expense approvers, or if at any time during the event the CEO or other Agency Chief or Director makes a decision that allows for deviation from the published event schedule.

All claims for reimbursement of travel expenses except business-related meals, shall be supported by receipts and/or other documentation of actual expenses. Other expenses shall be documented by a listing of each item which includes a description of the item, the date and place the expense was incurred, and

the cost of the item. Requests for reimbursement shall be submitted within fifteen (15) work days of return from trip.

Travel advances (i.e., monies received by an employee or commissioner "in advance" of a trip) may be directly prepaid by the Agency and may be granted for approved travel to cover reasonable travel related expenses, following approval of travel plan by the Executive or department Director.

Upon return from a trip when a travel advance has been provided, the employee or commissioner shall complete and submit an expense report form within fifteen (15) days of return from the trip. In the event an advance exceeds actual expenses, a remittance must accompany the completed Expense Reimbursement Voucher. Failure to comply with these expense reimbursement policies and procedures may result in ineligibility for future advances and/or for reimbursement of expenses.

Expense Reimbursement Vouchers may be obtained and/or completed on the Agency's Intranet site. Completed expense reports shall be reviewed and signed by the employee's department head, sent to the Accounting Department for verification, signed by the Executive Director or designee, then processed for reimbursement.

Responsibility

Each and every employee, officer, and commissioner is required to abide by the provisions set forth in the Travel & Expense Reimbursement Policy. The Executive Director or his or her designee is responsible for the administration, interpretation, and application of this policy. The Boards of Commissioners are responsible for policy adoptions and revisions.



Travel & Expense Reimbursement Policy Revision

February 26, 2019

Summary of Changes

- Travel and training requests submitted at least 15 days prior to an event (when feasible)
- Updated written procedure and forms to clarify, simplify and consolidate steps
- Planned training for expense managers (requestors, approvers)
- Updated approval flows
- Streamlined mileage reimbursement process
- Clarified expectations for conference and training participation
- Quarterly audits of expense reports and reimbursements to ensure policy compliance and responsible stewardship
- Updated per diem (total of an \$11 per day increase):
 - Breakfast: from \$15 to \$18
 - Lunch: from \$15 to \$19
 - Dinner: from \$30 to \$34

Questions or Comments?

O (559) 443-8400
F (559) 445-8981

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director
DATE: February 20, 2019
BOARD MEETING: February 26, 2019
AGENDA ITEM:
AUTHOR: Staff
SUBJECT: Directors Report – February 26, 2019

Executive Summary

The Boards of the Fresno Housing Authority have established the four strategic goals as: Place, People, Public, and Partnership. In addition, the following have been outlined as the management goals: Sustainability, Structure, and Strategic Outreach. The following report demonstrates the efforts of the Executive Leadership and Staff to progress towards the realization of these goals.

PLACE

Overview

Fresno Housing seeks to develop and expand the availability of quality affordable housing options throughout the City and County of Fresno by growing and preserving appropriate residential assets and increasing housing opportunities for low-income residents.

The matrix below outlines the Development Pipeline and status of each project.

Development Project Overview

Name of Property	Status/Type	Address	Total Units	Percent Complete
Magnolia Commons (Magill Terrace)	Under Construction	401 Nelson Avenue, Fowler, CA	60	80%

Oak Grove	Under Construction	595 Bigger Street, Parlier, CA	56	71%
Mariposa Meadows	Pre-Development Closing March 2019	1011 W Atchison Avenue, Fresno, CA	40	N/A
Orchard Farm Labor Housing	Pre-Development Closing March 2019	295 S Newmark Avenue, Parlier, CA	41	N/A
Blackstone/Simpson Project	Pre- Development	3039 N Blackstone Avenue, Fresno, CA	45	N/A
Chinatown	Pre-Development	1101 F Street, Fresno, CA	57	N/A
Renaissance at Parc Grove IV	Pre-Development	2620 E Clinton Avenue, Fresno, CA	40	N/A
Kingsburg Seniors	Pre-Development	Southwest Corner of Sierra St and Madsen Ave., Kingsburg, CA	47	N/A
Huron	Pre-Development	Southwest Corner of Fresno and 12 th Streets, Huron, CA	61	N/A
Clovis	Pre-Development	Northeast Corner of Willow and Alluvial Avenues, Clovis, CA	60	N/A
Plaza Terrace	Pre-Development	4041 Plaza Drive West, Fresno, CA	28	N/A
Econo Inn	Pre-Development	1828 Broadway Street, Fresno, CA	26	N/A
Barstow Commons	Pre-Development	130 W Barstow Avenue, Fresno, CA	42	N/A

Project Highlights

Plaza Terrace, Econo Inn and Barstow Commons were submitted for consideration to the No Place Like Home funding program on January 30, 2019 in partnership with the Fresno County Department of Behavioral Health.

PEOPLE

Overview

Fresno Housing works to respect community needs and knowledge – by listening, learning and researching – and respond to issues compassionately, intelligently, intentionally – by developing exceptional programs based on shared expectations.

Housing Choice Voucher (HCV) Leasing Update

During the month of January, staff continue to grant extensions on vouchers to increase search times for families struggling to find affordable housing in a tight rental market. Staff continue to hold regular meetings to review both HAP and voucher utilization. On-going data assessments are reviewed in an effort to maintain the leasing rates.

Below is a breakdown of leasing activities that took place for the HCV City and County programs in January.

HCV City

- 154 new applicants attended briefings to receive their vouchers.
- 170 HAP contracts were completed for families who leased up.
- 358 applicants and participants are searching for housing.

HCV County

- 114 new applicants attended briefings to receive their vouchers.
- 74 HAP contracts were entered for families who leased up.
- 991 applicants and participants are searching for housing.

Resident Services

What Home Means To Me Poster Contest-Community Engagement

Site(s): Kings River Commons (Reedley), Cedar Courts (Fresno), Villa Del Mar(Fresno), Parc Grove (Fresno)

Fresno Housing Youth were given the opportunity to participate in the NAHRO “What Home Means to Me” poster contest. Youth grades K-12 were encouraged to express what having a safe, quality, affordable home means to them. Final drawings and summary essays were submitted to the NAHRO Regional Council for review. If chosen, winners will have an opportunity to receive an iPad, a framed copy of their work, and a tour of Capitol Hill. Eleven (11) Fresno Housing youth participated and submitted a poster.



Art Appreciation-Community Engagement

Site(s): Marion Villas (Kingsburg), Legacy Commons (Fresno), Viking Village (Fresno), Parc Grove (Fresno)

A “Paint Nite” experience was hosted at Fresno Housing sites. Residents enjoyed the opportunity to socialize while they relaxed their mind to be creative through a step by step paint instruction. The workshop also included famous art trivia and provided samples of artists such as Van Gogh, Picasso, Leonardo DaVinci , and others. Over thirty (30) residents participated in this workshop.

The “Paint Nite” experience is also schedule at other sites in the upcoming months.



Clean Air Project-Community Engagement

Site(s): Parc Grove (Fresno)

Youth at Parc Grove Commons participated in a Youth Activity during the Afterschool Program. Fresno Metro Ministry presented the Parc Grove students with the opportunity to join the “Clean Air Club”, if they are a student at Heaton or Susan B. Anthony Elementary, or a resident at Parc Grove. Youth learned about the different types of air pollution, where it comes from and how air quality effects the health of them and their families. They were made aware of why they should be attentive about air pollution, and actions they can do to help reduce air pollution. All youth attendees received a Healthy Air Hero’s coloring

and activity book to help them continue to learn about and prevent air pollution (provided by valley air.org). Sixteen (16) youth residents attended this workshop.



Website: <http://healthyairliving.com/>

Rural Tobacco Education-Tobacco Education

Site(s): Fultonia West (Fresno), Renaissance at Parc Grove

Fresno Housing provided a workshop focused on tobacco presented by the Economic Opportunities Commission. The workshop highlighted the truths and myths on the popular smoking trends such as vaping, hookah, and e-cigarettes among the youth. In addition to the presentation, the facilitator provided resources and referrals for cessation classes to smokers who desire to quit smoking. The program provided residents requesting information on secondhand smoke and any other tobacco products.

Coffee & Resident Information Meeting-Tenant Responsibility

Site(s): Rio Villas (Firebaugh), Rios Terrace (Mendota), Granada Commons (Kerman), Helsem Terrace (Kerman); Cedar Courts (Fresno)

Residents were invited to coffee hour with Fresno Housing Staff to receive updated information regarding the agency and community. Information regarding the government shutdown, new rent statement procedure, and locations for food distributions were given to the residents during this meeting. Thirty-one (31) residents attended these meetings.

Healthy Meals On A Budget-Health & Nutrition

Site(s): Rio Villas (Firebaugh)

Kick off for the first Healthy Meals on a Budget workshop was held at Rio Villas. The workshop was on making a 'yogurt bionico,' a snack which consisted of yogurt and healthy toppings. Residents received a sample and a printout of all ingredients used for this recipe. Residents found new ways to use some of the items already in their kitchens provided by the community food bank. Residents were appreciative of the information given to them and look forward to their monthly cooking class. Nine (9) senior residents participated at this workshop.



PUBLIC

Overview

Fresno Housing seeks to build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes affordable housing and supports the advancement of Fresno's low-income residents.

Effort in this area are ongoing and will be reported as outcomes are achieved.

PARTNERSHIP

Overview

Fresno Housing seeks to collaborate to strengthen its ability to address the challenges facing Fresno communities.

Fresno Housing is exploring several partnerships in the course of pre-development activities.

Project	Organization	Role
844 S. Chance Avenue	Habitat for Humanity Fresno City College	Partner in the rehabilitation of a former Neighborhood Stabilization Program (NSP) property to provide a homeownership opportunity for a low-income family
Plaza Terrace	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Econo Inn	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations

Barstow Commons	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
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2019 Point in Time Count

Fresno Housing staff along with partners in the Fresno Madera Continuum of Care (FMCoC) conducted the 2019 Point in Time (PIT) Count from January 29 – 31, 2019. The PIT is a U.S. Department of Housing and Urban Development (HUD) mandated process that occurs biennially around the country during the last ten (10) days in January. This effort involves using community volunteers to count those experiencing homelessness on the streets as well as emergency shelters on one night during the last ten (10) days in January. In addition to a physical count, the community follows up with surveys seeking information on topics such as demographics, reasons for homelessness, employment/income status and Veteran status.

This year there were approximately 200 volunteers over the three (3) of the PIT; the largest PIT volunteer registration ever. In addition, the community made great strides in rural Fresno County – PIT and/or surveys were conducted in Caruthers, Coalinga, Huron, Mendota, Raisin City, Reedley, Riverdale, Sanger and Selma

MANAGEMENT GOALS

The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decisionmaking related to Sustainability (staffing, finances, effectiveness, evaluation, technology, facilities); Structure (governance); and Strategic Outreach (communications, image, visibility, public affairs, policy).

Sustainability

Build and maintain an innovative, engaged, visible, and sustainable organization, committed to its mission of providing housing for low-income populations.

Human Resources

During the week of Monday, January 14th Human Resources Coordinator, Amber Lujano, attended a 3-day Worker Occupational Safety and Health (WOSH) Specialist certification course. This course was administered by the California Commission on Health and Safety and Workers' Compensation through U.C. Berkeley and U.C.L.A. The core modules covered Cal/OSHA regulations and program compliance, workplace hazard identification, prevention and correction, injury and illness program, and other health and safety programs and resources.

Aysha Hills, Senior Analyst – Human Resources, attended a networking lunch event with the BLOC (Black Leaders Organizing Change) organization, on January 29th.

On January 31st, HR Director Scott Fetterhoff attended a continuation of the More Than A Backpack Event held in Huron on August 14, 2018, which was sponsored in partnership by Fresno Housing and United Way. At this event, Huron Elementary and Middle School students were able to travel to Fresno and visit the Fresno State campus, meet the Wrestling coach and talk with the team, watch performances and

presentations put on by several departments including Physics, Theater Arts and the Fresno State Choir, and they got to visit with President Joseph Castro and Fresno Housing Commissioner Mary Castro over dinner and a wrestling match.

Damian Rivera, Training & Development Analyst, also organized and kicked off a Microsoft Excel Training Series to offer to employees on a monthly basis. The training sessions will be facilitated in rotation by Quality Assurance Analyst Adam Smith, and Database Administrator & Report Writer Edgar Rodriguez.

The Training Department is in the development process for the Inspector Safety training. This training will cover a variety of topics required by Cal/OSHA like personal protective equipment requirements to Asbestos awareness and even Safe driving techniques. Inspectors will participate in a monthly one hour workshop to cover several subjects starting in March. The Training Department is also helping to produce a training video for residents on the new Nest thermostat pilot program with the Housing Management Training coordinators. This program is a collaboration between the Fresno Housing Authority and PG&E. The Nest thermostat is an intuitive thermostat which allows residents to save money by preparing detailed schedules and only using the Heating and Air Conditioning when it is really needed. The video teaches residents how to use the system from home and from a smart device. These videos will also be translated to other languages for our residents convenience.

The Human Resources Department is currently recruiting for positions within the Housing Choice and Housing Management Departments.

There are no new hires to announce at this time.

Promotions

- Summer Nunes, Senior Manager – Human Resources
- Lorena Betancourt, District Manager
- Tracy Navarro, District Manager

Administrative Services & Procurement

Information Systems

Over the past several months, the Information Services team has creating Agency-wide data dashboards to assist in information sharing and making data-driven decisions. While most of the dashboards are meant to assist with operational items, IS is in the process of creating data dashboards for the public that will assist in transparency and a deeper understanding of the work we do to serve the community.

Accounting & Finance

During the month of February, Accounting staff has been working closely with the auditors of DavisFarr LLC and Novogradac & Company, LLC to complete the required financial and compliance audits for fiscal year 2018. Audits and tax returns for the limited partnerships are due in the months of February and March. The audits for Garland Gardens and Parkside are due to the California Housing Finance Agency (CalHFA) on March 31st. The Agency is also required to submit our unaudited Financial Data Submission (FDS) to HUD on March 15th. Overall, staff has been working diligently to close the books on 2018 and as such, the department is confident that all deadlines will be met.

Structure

Maintain a committed, active, community-based Boards of Commissioners.

Effort in this area are ongoing and will be reported as outcomes are achieved.

Strategic Outreach

Heighten agency visibility, facilitate community dialogue about housing solutions; and build support for the agency and quality affordable housing.

Effort in this area are ongoing and will be reported as outcomes are achieved.

Addendums

February 26, 2019

BOARD MEMO

O (559) 443-8400
F (559) 457-4294

1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: UPDATED 02/25/19

BOARD MEETING: February 26, 2019

AGENDA ITEM: 5c

AUTHOR: Emily De La Guerra

SUBJECT: Maldonado Migrant Center – HVAC Replacement Contract

Executive Summary

The purpose of this memo is to seek approval from the Boards of Commissioners to award the contract for HVAC replacement at the Maldonado Migrant Center (Maldonado). In May 2018, the Boards of Commissioners accepted a grant from the U.S. Department of Agriculture for \$1,873,070 for various rehabilitation projects at Maldonado, including the proposed contract for HVAC replacement. Currently, the property is using swamp coolers to cool the units during the warmer months. As a seasonal migrant center, Maldonado opens each year in April to house migrant farmworker families who come to work in the Central Valley and as such, there is a short timeline to get the HVAC replacements completed before the complex reopens in April.

An Invitation for Bid (IFB) was publicly solicited in January 2019. Solicitation efforts included publication in the Fresno Bee, Central Valley Builder Exchange, E-procurement website, public job walks, and direct calls to potential vendors. The deadline for responses was February 21, 2019 at 4:00pm. The Agency received one bid from STW Contractors Inc. for \$497,000. The bid about 4% greater than the Independent Cost Estimate (ICE) of \$476,000 estimated by Planning & Community Development staff. Agency Procurement determined the bid to be responsive and responsible. In addition, STW Contractors Inc. has serviced the Housing Authority of the County of Fresno for over 20 years, and continues to provide exceptional services.

Recommendation

Staff recommends the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, and/or his designee, to enter into contract negotiations and execute the contract for HVAC replacement at Maldonado with STW Contractors Inc. for \$497,000.

Fiscal Impact

The contract for HVAC replacement services will reduce the \$1,873,070 grant for rehabilitation by an amount not to exceed \$497,000.

Background Information

Located at 1779 Thomas Conboy Avenue in Firebaugh, California, the Maldonado Migrant Center has 64 two- and three-bedroom units. Each year the property houses migrant farm laborers for nine to twelve months. Maldonado has a substantial list of rehabilitation needs and staff has been working closely with USDA to address the needed repairs. The scope of repairs funded by the rehabilitation grant may include an HVAC conversion, new roofs, new windows, site foundation repairs, the replacement of exterior stairs, and a variety of interior finishes.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION APPROVING THE CONTRACT FOR HVAC REPLACEMENT SERVICES

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) has solicited bids from qualified HVAC companies to provide HVAC replacement services at the Maldonado Migrant Center (Maldonado); and

WHEREAS, STW Contractors Inc. was a responsive and responsible bidder who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the procurement guidelines of the U.S. Dept. of Housing and Urban Development (HUD); and

WHEREAS, the Agency desires to enter into a contract with STW Contractors Inc. for HVAC replacement services beginning March 12, 2019, for the amount of \$497,000; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize the Executive Director/CEO, or his designee, to negotiate the contract for HVAC replacement services with STW Contractors Inc. and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF February, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE COUNTY OF FRESNO

RESOLUTION APPROVING THE CONTRACT FOR HVAC REPLACEMENT SERVICES

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NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno do hereby authorize the Executive Director/CEO, or his designee, to negotiate the contract for HVAC replacement services with STW Contractors Inc. and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF February, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

INTRODUCTION

This contract by and between the Fresno Housing Authority (hereinafter “the Agency”), and **STW Construction** (hereinafter “the Contractor”) is hereby entered into this ____ **day of February, 2019.**

Services pursuant to this contract shall begin on the ____ **day of March, 2019, and shall end on the day of March, 2019,** unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to “days” shall be working days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term “herein” is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions.

- 1.1 Fresno Housing Authority (“the Agency”).** Any reference herein or within any Appendix to the “Fresno Housing Authority” shall be interpreted to mean the same as the Agency.
- 1.2 Contracting Officer (CO).** The Agency’s Contracting Officer, typically the Executive Director, but may be another person delegated such authority by the ED.
- 1.3 Executive Director (ED).** The Agency’s Executive Director/Chief Executive Officer.
- 1.4 Invitation For Bids (IFB).** A competitive solicitation process conducted by the Agency wherein award was completed to the responsive, responsible bidder offering the lowest price.

2.0 Services and Payment.

2.1 Scope of Work.

Contractor to:

- 2.1.1** Obtain all required permits to complete the HVAC installation, and conduct any and all testing required for HVAC installation.

- 2.1.2 Schedule the HVAC replacement and installation start date with the Housing Authority.
- 2.1.3 Install new 4'x 10' Uni-Products Adapt-a-curb where coolers have been removed. Install new Bryant Model #225 exterior series 15 heat pump on new Adapt-a-curb, 2 units to be installed on each curb. Curbs to be located where existing coolers are being removed.
- 2.1.4 Install all electrical, line sets, and all plumbing related to HVAC installation to manufacturers installation instructions. Electrical and line sets to be run through existing ducts, vents, or chases through roof curb if applicable to sub panel and air handler. Install electrical and line sets for HVAC through new roof curb to their hook-up locations.
- 2.1.5 To install condensation pump and drain line and tie into existing vent in bathroom to manufacturers specifications. Also, Install hose bib where water supply line supplies existing cooler on both sides of roof.
- 2.1.6 Install plenum in hall using metal studs and drywall. Bottom of plenum to meet current building code requirements for minimum ceiling heights. Tape texture and paint match existing unit.
- 2.1.7 Install First Company indoor model #28hxx-c series Horizontal Recessed Ceiling fan, coil sized for each unit. Attach to the existing ceiling in the new plenum.
- 2.1.8 Install supply air and return ducts in new plenum. Supply air ducts and registers to each room including return air register and filter. All air ducts, filters, and registers to be sized adequately to heat and cool unit.
- 2.1.9 Install louvered filter access panel for new air handler to be able to access unit fans.
- 2.1.10 Install all HVAC indoor and outdoor unit components. To be installed according to manufacturer's installation instructions.

- 2.1.11 Provide 8 ½"x 11" drawing of HVAC installation to City/ Inspector if required.
- 2.1.12 To repair any drywall that is removed in order to access areas for HVAC work and finish to match existing texture and paint.
- 2.1.13 Provide warranty Materials and Labor for a period of 1 year after work has been accepted and signed off by the FHA.
- 2.1.14 Contractor to start work no earlier than 8:00 am and work no later than 5:00 pm Monday through Friday unless prior authorization has been obtained.
- 2.1.15 Contractor to complete any work started in a unit the same day.
- 2.1.16 Provide manufacturer's product warranty and industry standard 1 year labor and installation warranty at end of job.
- 2.2 **Cost/Value of Services.**
- 2.2.1 **Contract Value.** The total Not-To-Exceed (NTE) value of this contract is:
- \$497,000.00**
- The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor's fees to exceed the NTE amount without prior revision of this amount by written change order.
- 2.3 **Renewal Options.** N/A
- 2.4 **Time Performance.** The Contractor will complete the specified work within 60 working days of the Notice to Proceed.
- 2.5 **Billing Method.**
- 2.5.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Fresno Housing Authority
Attention: Accounts Payable

1331 Fulton Mall, Fresno, California 93721
Acct_ap@fresnohousing.org

2.5.2 At a minimum, the invoice shall detail the following information:

2.5.2.1 Unique invoice number;

2.5.2.2 Contractor's name, address and telephone number;

2.5.2.3 Date of invoice and/or billing period;

2.5.2.4 Applicable Contract No.;

2.5.2.5 Applicable Purchase Order No.;

2.5.2.6 Brief description of services rendered, including applicable time frame, total hours being billed for each service at each detailed site, and at the approved rate (may be submitted in the form of a report);

2.5.2.7 Task Order (if applicable), approved by the Agency's Executive Director or authorized representative; and

2.5.2.8 Total dollar amount being billed.

2.5.3 The Agency will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **Agency's Obligations.** Pursuant to this contract, the Agency agrees to provide the specific services detailed herein and also shall be responsible for the following:

3.1 The Agency agrees to not provide to the Contractor any Task Order assigning work to the Contractor without the prior written approval of an authorized Agency representative.

4.0 **Contractor's Obligations.** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

- 4.1 Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the Agency pursuant to this contract.
- 4.2 Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
- 4.3 Compliance with Federal and State Laws:** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
- 4.4 Confidentiality.** The Contractor, in connection with performing services hereunder, will have access to or may be provided certain confidential information concerning the Agency and agrees that any information concerning the finances, accounting practices, business, client, client lists, property information, client data, records of the Agency or any other information which a reasonable person could conclude that should remain confidential (collectively Confidential Information), will not be disclosed to any party and without limitation, any employee of the Agency or any client or potential client of the Agency at any time, except for the Contractor's legal counsel, accounts, or financial advisors, who will also hold such Confidential Information in confidence. The Independent Contractor acknowledges that the information is being provided with the sole understanding that all Confidential Information will remain confidential and will be held in the strictest confidence. The Independent Contractor further acknowledges that any disclosure of the Confidential Information, whether intentional or inadvertent, may harm the Agency. The Agency will have the right to enforce this Contract by specific performance, as well as hold the Independent Contractor liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent. The Independent Contractor agrees that he has received valuable consideration for the entering into of this Contract and agrees to be bound all of its terms and conditions. This Contract will be binding on the Independent Contractor and any attorney, accountant, financial advisor who also may be provided Confidential Information.

4.5 Insurance Requirements.

4.5.1 Insurances. In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.5.1.1 General Liability Insurance. Policy of General Liability Insurance, \$1,000,000 per occurrence, \$1,000,000 aggregate together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000 with a deductible not greater than \$1,000. The Agency shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.5.1.2 Professional Liability Insurance. Policy of Professional Liability Insurance or Errors & Omissions coverage, minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000 with a deductible of not greater than \$1,000;

4.5.1.3 Automobile Liability Insurance. Automobile Liability coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000 with a deductible not greater than \$1,000.

4.5.1.4 Worker's Compensation Insurance. Worker's compensation coverage evidencing carrier and coverage amount.

4.5.1.5 Certificates and Endorsements. The Contractor shall provide to the Agency with current certificate(s) and endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the Agency as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof. Insurance certificate(s) and endorsement(s) shall be delivered to the following person representing the Agency:

Fresno Housing Authority
Attn: Jeremy Matthews. Business Operations Analyst
1331 Fulton Mall, Fresno, California 93721

- 4.6 Licensing.** The Contractor shall also provide to the Agency a copy of the required local Business Tax License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.7 Financial Viability and Regulatory Compliance.**
- 4.7.1** The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.
- 4.7.2** The Contractor agrees to promptly disclose to the Agency any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the Agency in writing within five (5) days of such notification received will constitute a material breach of this contract.
- 4.7.3** The Contractor further agrees to promptly disclose to the Agency any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this contract.
- 4.7.4** All disclosures made pursuant to this section of the contract shall be made in writing and submitted to the Agency within the time periods required herein.
- 5.0 Modification.** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.
- 6.0 Severability.** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 Applicable Laws.

- 7.1 Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.
- 7.2 Labor Compliance.** Where funds provided through this Agreement are used for construction work, or in support of construction, the Contractor shall ensure that the requirements of Chapter 1 (commencing with section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- 7.3 Jurisdiction of Law.** The laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Fresno County, California is the appropriate forum for any action relating to this contract. This contract may be signed in counterparts.

8.0 Notices and Reports.

- 8.1** All notices and/or reports submitted to the Agency by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the Agency:

Fresno Housing Authority
Attn: Emily De La Guerra, Director of Finance and Administration
1331 Fulton Mall, Fresno, California 93721

- 8.2** All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

STW Construction
Attn: Steven Wells
P.O. Box 1349, Selma, CA 93662

9.0 Disputed Billings (Charges).

- 9.1 Procedures:** In addition to the procedures detailed within Clause No. 31 of Form HUD-5370 (11/2006), *General Conditions for Construction Contracts, Public Housing Programs*, in the event that the Agency disputes any portion of its billing(s), the

Agency shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- 9.1.1** The Agency's representative shall, within ten (10) days after the Agency's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.
- 9.1.2** If such dispute cannot be resolved by the contractor's response, within ten (10) days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.
- 9.1.3** If the CO and the contractor's representative are unable to resolve the dispute through such discussion within ten (10) days, the Agency shall, within ten (10) days thereafter, either:
 - 9.1.3.1** Pay the disputed charges and reserve the right to submit the matter to the appropriate District Court in the State of California;
 - 9.1.3.2** Not pay the disputed charge and submit the matter to the appropriate district court in the State of California;
 - 9.1.3.3** Not pay the disputed charge and allow the Contractor to submit the matter either to the appropriate District Court in the State of California.
- 9.1.4** The decision from arbitration will be binding upon both parties. If the decision is adverse to the Agency, the Agency shall pay the Agency's receipt of the decision. If the decision is in favor of the Agency, the contractor will either:
 - 9.1.4.1** Clear the amount which is ordered from the Agency account; or
 - 9.1.4.2** Repay to the Agency the amount ordered; Either option shall be completed within ten (10) days after the contractor's receipt of the arbitrator's decision.

- 10.0 Binding Arbitration/Dispute Resolution.** Any and all (material and non-material) disputes or controversies between the parties hereto involving either: (1) the construction or application of any of the terms, covenants or conditions of this Agreement or (2)

otherwise arising in any respect with regard to this Agreement, or (3) relating to, arising out of, or resulting from either this Agreement, the performance of this Agreement, or the lack of performance of this Agreement, and/or (4) in any other manner relating to or involving this Agreement, shall not be litigated in any federal or state court or before any state, federal or administrative agency, but rather shall upon written request of one party served on the other be submitted and shall be solely and exclusively resolved by “final and binding” arbitration before a neutral retired Judge, which arbitration shall comply with and be governed by the provisions of the California Arbitration Act (CCP §§1280, et seq.) This Arbitration Agreement constitutes a waiver of any right to a jury trial; and it also waives any right to proceed before any federal or state court or any federal or state administrative agency with regard to the disputes resolution. Said waivers are agreed to because the parties hereto prefer neutral and binding arbitration over any other means of dispute resolution. The neutral (retired Judge) arbitrator shall be mutually agreed upon by the parties; if such an Agreement is not promptly forthcoming, then the retired Judge to serve as arbitrator shall be selected by the Superior Court in accordance with the California Arbitration Act. The Arbitration hearing shall be conducted before a Certified Court Reporter and shall take place in the County of Fresno unless otherwise agreed by both parties. The hearing before the arbitrator of the matters to be arbitrated shall be at a time and place within the County of Fresno as selected by the Arbitrator. The Arbitrator shall select such time and place promptly after his/her appointment, and the arbitrator shall give written notice thereof to each party at least thirty days prior to the date so fixed. The arbitrator shall follow California substantive and procedural law; except only at the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings (in the sole discretion of the arbitrator) need not govern, so that evidence may be admitted or excluded in the discretion of the arbitrator as long as it is trustworthy. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing explaining the basis for his/her ruling. The Arbitrator shall cause a copy of the award to be delivered to each of the parties within twenty (20) calendar days after the conclusion of the evidentiary hearing, unless otherwise agreed by the parties. Said award shall follow California substantive and procedural law. All the arbitrators’ fees and all of the certified court reporter’s fees (for daily attendance and for providing the arbitrator with the original transcript) shall be shared equally (50/50) by the parties; and all the parties shall bear their own legal fees and their own litigation costs and expenses.

10.1 Breach. Notwithstanding the foregoing, it is hereby agreed and understood that, in the event that if a party to this Agreement breaches or threatens to breach this Agreement, then the other party to the Agreement may seek and obtain an injunction and/or any other equitable relief necessary from a state or federal court of competent jurisdiction, so as to order the continuance of the party’s

performance under this Agreement, pending the results of the aforementioned arbitration proceeding.

- 10.2 Mediation.** Further, notwithstanding the foregoing, it is agreed that prior to appearing before and conducting the aforementioned binding arbitration hearing, the parties shall engage in a fully privileged and confidential Mediation before a neutral retired Judge. The Mediator retired Judge shall be a different person from the arbitrator retired Judge unless the parties stipulate otherwise. The Mediator shall be mutually selected by the parties; however, if they are unable to agree, then the Mediator shall be selected by the arbitrator. The Mediator's fees and costs shall be shared equally by the parties. Communications during the Mediation process shall remain confidential and barred from introduction into evidence at the arbitration pursuant to the provisions of California Evidence Code §§ 1152 and 1119 and Fed. Rules of Evidence, Rule 408.
- 10.3 Petition to Compel Arbitration, and/or Petition to Enforce the Arbitrator's Award.** Notwithstanding anything herein to the contrary, if either party to this Agreement brings any court action or proceeding to either compel arbitration or to enforce an arbitration award, then the prevailing party shall be entitled to recover reasonable attorneys' fees as well as costs and expenses. The arbitration process itself is not an action or proceeding for purposes of this Agreement.
- 11.0 2 CFR §200.326, Appendix II to Part 200, Procurement.** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the Agency and the Contractor each agree to comply with the following provisions:
- 11.1 Remedies for Contractor Breach.** Pertaining to contract-related issues, it is the responsibility of both the Agency and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the Agency or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the Agency has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within ten (10) days, respond in writing to the other party (however, the Agency shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the Agency shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

- 11.1.1** If the contractor is in material breach of the contract, the Agency may promptly invoke the termination clause detailed within Form HUD-5370 (11/2006), *General Conditions for Construction Contracts, Public Housing Programs*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.
- 11.1.2** Prior to termination, the Agency may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The Agency shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten (10) days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.3** After termination, if the contractor does not agree with the Agency's justification for the termination, the contractor shall have ten (10) days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the Agency's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Agency's alleged incorrect action(s).
- 11.1.4** The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.
- 11.2 Termination For Cause and Convenience.** Notwithstanding any other provision of this Contract, the parties agree that the Agency may terminate this agreement at any time, in its sole and absolute discretion, by delivering written notice to the Contractor. In such event, Contractor shall only be paid for the services actually performed to the date of such written notice.
- 11.3 Reporting.** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

- 11.4 Patent Rights.** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.
- 11.5 Copy Rights/Rights in Data.** The Agency has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:
- 11.5.1** Except as provided elsewhere in this clause, the Agency shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 11.5.2** The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.
- 11.5.3** For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the Agency and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Agency.
- 11.5.4** The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract

any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the Agency a license of the same scope as identified in the preceding paragraph.

- 11.5.5** The Agency agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the Agency may either return the data to the contractor, or cancel or ignore the markings.
- 11.5.6** The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.
- 11.5.7** Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the Agency shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.
- 11.5.8** The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the Agency except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Agency location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

- 11.6 Access to Records.** Both parties hereby guarantee access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11.7 Record Retention.** Both parties hereby guarantee retention of all required records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.
- 11.8 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 11.9 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 11.10 Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.11 Davis-Bacon-Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.12 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

11.13 Clean Air Act. For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12.0 Additional Considerations.

12.1 Non-Escalation. Unless otherwise specified within the contract documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

12.2 Funding Restrictions and Order Quantities. The Agency reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the Agency, if:

12.2.1 Funding is not available;

12.2.2 Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.2.3 The Agency's requirements in good faith change after award of the contract.

12.3 Local, State, and/or Federal Permits. Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the Agency or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor, and any costs required by the Contractor to procure and provide such necessary permits.

12.4 Government Standards. It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Fresno Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- 12.5 Freight on Bill and Delivery.** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the location(s) specified within the IFB documents or within the contract.
- 12.5.1** The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the Agency may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.
- 12.6 Backorders.**
- 12.6.1** The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.
- 12.6.2** Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the Agency, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the Agency to do so.
- 12.7 Work on Agency Property.** If the Contractor's work under the contract involves operations by the Contractor on Agency premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the Agency's negligence, shall indemnify the Agency, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.
- 12.8 Official, Agent and Employees of the Agency Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Agency in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 12.9 Subcontractors.** Unless otherwise stated within the contract documents, the Contractor may not use any subcontractors to accomplish any portion of the

services described within the RFP documents or the contract without the prior written permission of the CO.

- 12.10 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 12.11 Independent Contractor.** Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 12.12 Severability.** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.13 Waiver of Breach.** A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.
- 12.14 Time of the Essence.** Time is of the essence under this agreement as to each provision in which time of performance is a factor.
- 12.15 Limitation of Liability.** In no event shall the Agency be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.
- 12.16 Indemnification.**
- 12.16.1** The Contractor shall indemnify, defend, and hold the Agency (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to

(1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "California Industrial Insurance Act," or any other similar law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the Agency against any loss or damage which was specifically caused by the Agency providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

- 12.16.2** In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the Agency, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the Agency. If the Contractor shall fail to do so, the Agency shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 12.16.3** Any money due to the Contractor under and by virtue of this contract, which the Agency believes must be withheld from the Contractor to protect the Agency, may be retained by the Agency so long as it is reasonably necessary to ensure the Agency's protection; or in case no money is due, its surety may be held until all applicable claims have been settled and suitable evidence to that effect furnished to the Agency provided, however, neither the Contractor's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the Agency from any potential claims.
- 12.16.4** The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

- 13.0 Lobbying Certification.** By execution of this contract with the Agency the Contractor thereby certifies, to the best of his or her knowledge and belief, that:
- 13.1** 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 an 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 loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 13.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.
- 13.3** The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.4 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 13.4.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 13.4.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The Agency hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).
- 13.4.3** Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing

throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the Agency requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

- 13.4.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 13.4.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 13.4.6 HUD Information Bulletin 909-23 which is the following:
 - 13.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
 - 13.4.6.2 Clean Air and Water Certification; and,
 - 13.4.6.3 Energy Policy and Conservation Act.
- 13.4.7 That the funds that are provided by the Agency and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.
- 13.4.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.
- 13.4.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is

inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

14.0 Section 3 Clause. As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

- 14.1** The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 14.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 14.3** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 14.4** The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- 14.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the

contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

- 14.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 14.7** With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

15.0 Appendices.

- 15.1** The following noted documents are placed under each of the noted appendix and are a part of this contract:
- 15.1.1** **Appendix No. 1.** Form HUD-5370 (11/2006), *General Conditions for Construction Contracts, Public Housing Programs*
- 15.1.2** **Appendix No. 2.** The proposed Quotation submitted by this contractor in response to the IFB, or any negotiated fee(s) that resulted thereto, which quotation shall apply to the procurement that ensues from this contract.
- 15.1.3** **Inclusion by Reference.** Included by reference is any document or clause issued as a part of IFB No. B19002 that the Agency may choose to include at any time during the performance of this contract or any options exercised thereto by the Agency. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the Agency upon written request for such from the contractor.

15.2 Order of Precedence. Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

16.0 CERTIFICATIONS. The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

STW Construction:

By: _____ Date: _____

Steven Wells, Owner

Fresno Housing Authority:

By: _____ Date: _____

Preston Prince, CEO/Executive Director

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street
 Fresno, California 93721
 TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: February 25, 2019

BOARD MEETING: February 26, 2019

AGENDA ITEM:

AUTHOR: Dave Brenner

SUBJECT: Authorization of Funding Applications and an HRFC Funding Commitment for the Willow & Alluvial Project

Executive Summary

The purpose of this Board Memo is to provide the Boards of Commissioners with information on the development of the affordable property being contemplated in Clovis, CA. The development of this property in Clovis represents a significant opportunity for low-income residents to have access to additional housing choices in one of the high opportunity areas of Fresno County. This memo will also request Authorization of Funding Applications and a Housing Relinquished Fund Corporation ("HRFC") Funding Commitment for the Willow & Alluvial Project.

At the March 2018 meeting of the Boards of Commissioners, the opportunity to obtain site control of a property at the NE corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APNs 561-020-51s, portion of 561-020-50s) (the "Property") was discussed. The Property consists of approximately four acres of vacant land that has been previously entitled for 60 multifamily units.

The Boards were supportive of conducting initial due diligence on the property and negotiating a Purchase and Sale Agreement (the "Agreement") for the subject Property. At the May 29, 2018 Silvercrest, Inc. Board meeting, the Silvercrest Board of Directors ratified the Agreement, which provided for a purchase price of \$1,600,000. Since May, Staff has worked to complete due diligence and refine the project's layout and design.

At the October 23, 2018 Board meeting, the FH Board authorized closing on the acquisition of the property and an HRFC commitment of \$1,650,000.

In anticipation of a Low-Income Housing Tax Credit ("LIHTC") application to the California Tax Credit Allocation Committee ("CTCAC"), staff has been evaluating potential sources of gap financing that would increase the competitiveness of an LIHTC application. Potential gap funding sources include the California Housing Finance Agency ("CalHFA") small loan and subordinate loan programs, as well as the Federal Home Loan Bank's Affordable Housing Program ("AHP") funds.

In order to procure potential financing to facilitate the development, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolution that will allow for the approvals required to submit various funding applications.

Fiscal Impact

Staff is requesting an additional HRFC commitment of \$2,600,000 in addition to the previous commitment of \$1,650,000 made for the land acquisition, for a total commitment of \$4,250,000 for this project. Staff will continue to pursue additional gap financing sources to reduce this commitment. In addition, the fee for submission of the LIHTC application is \$2,000. Staff time and professional fees for performing pre-development activities and writing the application will be allocated to the approved pre-development budget. If funding is received, costs associated with staff time and pre-development activities would be reimbursed through the project.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolutions approving the necessary actions needed to move forward with funding application submissions for the Willow & Alluvial project (APNs 561-020-51s, portion of 561-020-50s), and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize approval of a funding commitment from the Housing Relinquished Fund Corporation ("HRFC") in an amount up to \$4,250,000 for the development of the Willow & Alluvial project. The most recent development pro forma (Exhibit B), detailed operating budget (Exhibit C) and 15-Year projections (Exhibit D) are attached.
2. Authorize the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity; (b) submission of an application for California Housing Finance Agency (CalHFA) funding, (c) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (d) submission of an application for City of Clovis HOME funds, and (e) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director.
3. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA; and
4. Provide for other matters related thereto.

Background

The project is located on the northeast corner of N. Willow and W. Alluvial Avenues in Clovis, CA (APN 561-020-51S, portion of 561-020-50S). The project was entitled by the previous owner, Willow Petroleum, Inc. Revised project plans crafted by Mogavero Architects were approved by the City of Clovis on February 20, 2019. The plans envision 60 units (8 one-bedroom units, 34 two-bedroom units, 18 three-bedroom units) and 2,473 square feet of community space.

Attachments: Exhibit A – Organizational Chart
Exhibit B – Development Pro Forma
Exhibit C – Operating Budget

Exhibit D – 15-Year Projections
Exhibid E – Site Plan

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

**RESOLUTION APPROVING A HOUSING RELINQUISHED FUND
CORPORATION (HRFC) LOAN FOR THE DEVELOPMENT OF WILLOW &
ALLUVIAL, 60 UNITS OF FAMILY HOUSING LOCATED AT 725 W ALLUVIAL,
CLOVIS, CA 93611 (APN's 561-020-51s, portion of 561-020-50s)**

WHEREAS, the Housing Authority of the City of Fresno, California ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at 725 W Alluvial Avenue, Fresno California (APNs 561-020-51s, portion of 561-020-50s), and the improvements located thereon into a 60-unit apartment complex (collectively, the Property); and,

WHEREAS, the project's financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$4,250,000 from the HRFC board for the development of Willow & Alluvial, an increase of \$2,600,000 from the current HRFC commitment;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolution(s) accepting a loan from the HRFC in the amount of up to \$4,250,000 for the development of the Willow & Alluvial project and executed all related documents.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION APPROVING A HOUSING RELINQUISHED FUND
CORPORATION (HRFC) LOAN FOR THE DEVELOPMENT OF WILLOW &
ALLUVIAL, 60 UNITS OF FAMILY HOUSING LOCATED AT 725 W ALLUVIAL,
CLOVIS, CA 93611 (APN's 561-020-51s, portion of 561-020-50s)**

WHEREAS, the Housing Authority of Fresno County, California ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate the development of real property located at 725 W Alluvial Avenue, Fresno California (APNs 561-020-51s, portion of 561-020-50s), and the improvements located thereon into a 60-unit apartment complex (collectively, the Property); and,

WHEREAS, the project's financing structure calls for the submission of a 9% LIHTC application to facilitate the development; and

WHEREAS, the project requires a public funds commitment from the HRFC in order to be a competitive application; and

WHEREAS, the Authority desires to request and accept a loan commitment of up to \$4,250,000 from the HRFC board for the development of Willow & Alluvial, an increase of \$2,600,000 from the current HRFC commitment;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolution(s) accepting a loan from the HRFC in the amount of up to \$4,250,000 for the development of the Willow & Alluvial project and executed all related documents.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF FUNDING APPLICATIONS FOR
THE WILLOW & ALLUVIAL PROJECT (APN: 561-020-51s, portion of 561-020-50s) AND
OTHER MATTERS RELATED THERETO**

WHEREAS, the Housing Authority of Fresno County, California ("the Authority") seeks to expand the development and availability of long-term housing for low and moderate income households residing in Fresno County, California ("the County"); and,

WHEREAS, the Authority is authorized, among other things, to enter into partnership agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Willow & Alluvial site (APN: 561-020-51s, portion of 561-020-50s) is located in an area with limited affordable housing opportunities and is generally in line with the Authority's housing and development goals; and,

WHEREAS, On May 29, 2018 the Boards supported Silvercrest's acquisition of the property for \$1,600,000; and,

WHEREAS, a project concept and architectural plan envisions up to 59 low income units, 1 manager's unit and 2,473 square feet of community and office space; and,

WHEREAS, the Authority intends to submit an application to the California Housing Finance Agency (in a soft financing request up to \$1,200,000 and a permanent financing loan request up to \$2,000,000), among other applications; and,

WHEREAS, the project's financing structure calls for the submission of a 9% LIHTC application to facilitate the development;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to adopt the attached resolutions authorizing the undertaking of all actions necessary to develop the Project, and assemble various financing sources, which may include, but are not limited to: (a) submission of an application for 9% LIHTC equity; (b) submission of an application for California Housing Finance Agency (CalHFA) funding, (c) submission of an Affordable Housing Program (AHP) application to the Federal Home Loan Bank of San Francisco, (d) submission of an application for

City of Clovis HOME funds, and (e) other grants, operating subsidies and/or private loans and such other sources identified by the CEO/Executive Director, and to execute documents on behalf of the Housing Authority of Fresno County, CA.

PASSED AND ADOPTED THIS 26th DAY OF FEBRUARY, 2019. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

EXHIBIT A

Ownership Structure Willow & Alluvial

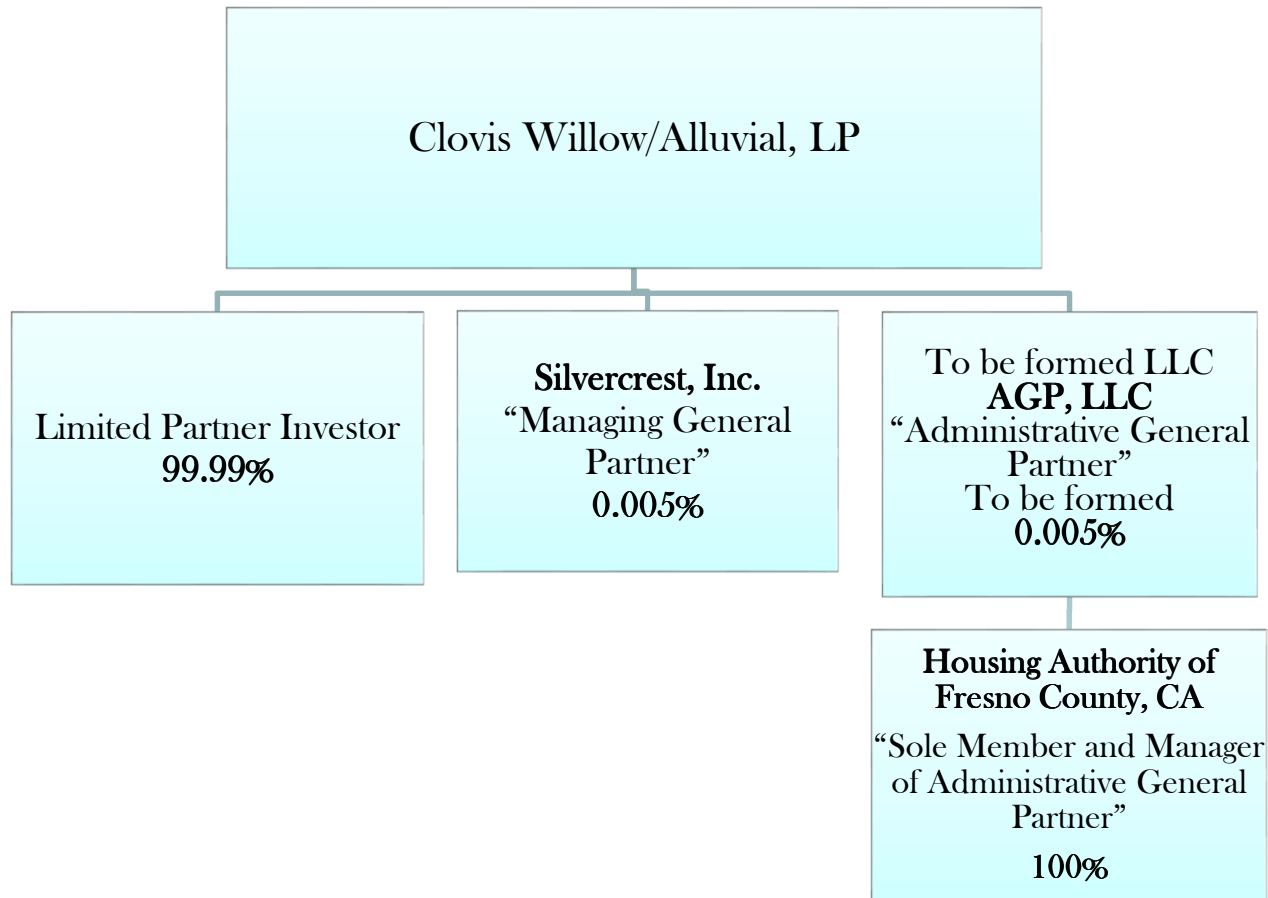


EXHIBIT B
Willow/Alluvial Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Conventional Perm Loan	\$ 1,070,000
HRFC	\$ 4,250,000
GP Contribution	\$ 100
Equity	\$ 21,746,281
Total Sources of Funds	\$ 27,066,381
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,600,000
Construction Costs	\$ 16,176,840
Contingencies	\$ 1,867,684
Permits/Impact Fees/etc.	\$ 1,798,120
Professional Fees	\$ 1,369,300
Loan Fees and other Soft Costs	\$ 1,982,515
Reserves	\$ 235,216
Developer Fee	\$ 2,036,706
Total Uses of Funds	\$ 27,066,381

**Draft budget as of 2/25/2019*

Exhibit C

Willow/Alluvial Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
1 Bd.	5	30%	665	\$ 290	\$ 17,400
2 Bd.	8	30%	860-943	\$ 341	\$ 32,736
3 Bd.	8	30%	1,121-1,216	\$ 385	\$ 36,960
2 Bd.	4	40%	860-943	\$ 476	\$ 22,848
3 Bd.	1	40%	1,121-1,216	\$ 541	\$ 6,492
1 Bd.	1	50%	665	\$ 514	\$ 6,168
2 Bd.	6	50%	860-943	\$ 610	\$ 43,920
3 Bd.	4	50%	1,121-1,216	\$ 696	\$ 33,408
2 Bd.	4	60%	860-943	\$ 745	\$ 35,760
3 Bd.	2	60%	1,121-1,216	\$ 851	\$ 20,424
1 Bd.	2	70%	665	\$ 738	\$ 17,712
2 Bd.	6	70%	860-943	\$ 879	\$ 63,288
2 Bd.	6	80%	860-943	\$ 1,014	\$ 73,008
3 Bd.	2	80%	1,121-1,216	\$ 1,162	\$ 27,888
Managers Unit (3 Bd.)	1		1121		
TOTAL REVENUE	60				\$ 438,012

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Administrative	467	28,000
Management Fee	720	43,200
Utilities	1,467	88,000
Payroll	990	59,375
Insurance	417	25,000
Real Estate Taxes	25	1,500
Maintenance	409	24,550
Services	500	30,000
Replacement Reserve	300	18,000
Total Operating Expenses	5,294	317,625

**Draft budget as of 2/25/2019*

Exhibit D

Willow/Alluvial - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.5%	\$ 438,012	\$ 448,962	\$ 460,186	\$ 471,691	\$ 483,483	\$ 495,570	\$ 507,960	\$ 520,659	\$ 533,675	\$ 547,017	\$ 560,692	\$ 574,710	\$ 589,077	\$ 603,804	\$ 618,899
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROSS POTENTIAL INCOME - HOUSING		\$ 438,012	\$ 448,962	\$ 460,186	\$ 471,691	\$ 483,483	\$ 495,570	\$ 507,960	\$ 520,659	\$ 533,675	\$ 547,017	\$ 560,692	\$ 574,710	\$ 589,077	\$ 603,804	\$ 618,899
VACANCY ASSUMPTIONS																
Vacancy Loss (Residential)	5.0%	\$ 21,901	\$ 22,448	\$ 23,009	\$ 23,585	\$ 24,174	\$ 24,779	\$ 25,398	\$ 26,033	\$ 26,684	\$ 27,351	\$ 28,035	\$ 28,735	\$ 29,454	\$ 30,190	\$ 30,945
Vacacancy Loss (PBV)	5.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL VACANCY LOSS		\$ 21,901	\$ 22,448	\$ 23,009	\$ 23,585	\$ 24,174	\$ 24,779	\$ 25,398	\$ 26,033	\$ 26,684	\$ 27,351	\$ 28,035	\$ 28,735	\$ 29,454	\$ 30,190	\$ 30,945
EFFECTIVE GROSS INCOME		\$ 416,111	\$ 426,514	\$ 437,177	\$ 448,106	\$ 459,309	\$ 470,792	\$ 482,562	\$ 494,626	\$ 506,991	\$ 519,666	\$ 532,658	\$ 545,974	\$ 559,624	\$ 573,614	\$ 587,955
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.5%	\$ 299,625	\$ 310,112	\$ 320,966	\$ 332,200	\$ 343,827	\$ 355,861	\$ 368,316	\$ 381,207	\$ 394,549	\$ 408,358	\$ 422,651	\$ 437,443	\$ 452,754	\$ 468,600	\$ 485,001
Replacement Reserves		\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
TOTAL EXPENSES & RESERVES		\$ 317,625	\$ 328,112	\$ 338,966	\$ 350,200	\$ 361,827	\$ 373,861	\$ 386,316	\$ 399,207	\$ 412,549	\$ 426,358	\$ 440,651	\$ 455,443	\$ 470,754	\$ 486,600	\$ 503,001
NET OPERATING INCOME		\$ 98,486	\$ 98,402	\$ 98,211	\$ 97,907	\$ 97,483	\$ 96,931	\$ 96,246	\$ 95,419	\$ 94,442	\$ 93,308	\$ 92,007	\$ 90,531	\$ 88,870	\$ 87,014	\$ 84,953
DEBT SERVICE																
Total Required Debt Service		\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748	\$ 75,748
Net Cash Flow		\$ 22,738	\$ 22,654	\$ 22,463	\$ 22,159	\$ 21,735	\$ 21,183	\$ 20,498	\$ 19,671	\$ 18,694	\$ 17,560	\$ 16,259	\$ 14,783	\$ 13,122	\$ 11,266	\$ 9,205
DEBT SERVICE COVERAGE RATIO		1.30	1.30	1.30	1.29	1.29	1.28	1.27	1.26	1.25	1.23	1.21	1.20	1.17	1.15	1.12

*Draft budget as of 2/25/2019

WEST ALLUVIAL AVE.

INTERSECTION OF "ALLUVIAL AVE." AND "NORTH WILLOW AVE."

TYPICAL PARKING 9' X 16'
PLUS 2'-0" OVER HANG

5'-0" SETBACK
2'-0" PARKING OVERHANG AND LANDSCAPE TYP.

TYPICAL PARKING UNDER CARPORT
10' X 16' PLUS 2'-0" OVER HANG

BRICK BLOCK BIKE PARKING
(12 BIKES) (TYPICAL OF FIVE)

MIN. R 45'

20'-0"
SETBACK

20'-0"
SETBACK

PROPERTY
LINE

PEDESTRIAN ACCESS

ENTRY CONTROL KIOSK

REMOTE CONTROL GATE

TYPICAL PARKING 9' X 16'
PLUS 2'-0" OVER HANG

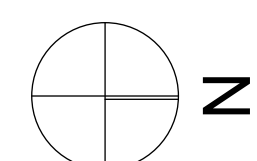
TYPICAL PARKING UNDER CARPORT
10' X 16' PLUS 2'-0" OVER HANG

2'-0" PARKING OVERHANG
AND LANDSCAPE TYP.


8" BRICK BLOCK WALL
WITH STEEL TRELLIS ABOVE

12' X 20' BRICK BLOCK GARDEN TOOL SHED

■ SITE-GROUND FLOOR - SCALE 1" = 20'



Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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***Interactive Data
Dashboard***

*Board of Commissioners Meeting
February 26, 2019*

Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Purpose

- Expand the use of meaningful data, analyses, and measurements that will allow for a greater understanding of the Agency’s residents and programs
- To better understand our programs, residents, and community
- To provide better service and programs

Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Solution

- Transform the Executive Summary narrative into a series of interactive data dashboards centered around some of the most common discussions, challenges, and goals.

Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Roadmap

- Part 1 – People and Places: Applicants, Residents, and Properties
- Part 2 - HCV Waiting List
- Part 3 - Our Staff: Demographics and Retention
- Part 4 - Our Programs: HMD Statistics
- Part 5 - Our Programs: HCV and Inspection Statistics
- Part 6 - Resident Services

Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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FRESNO

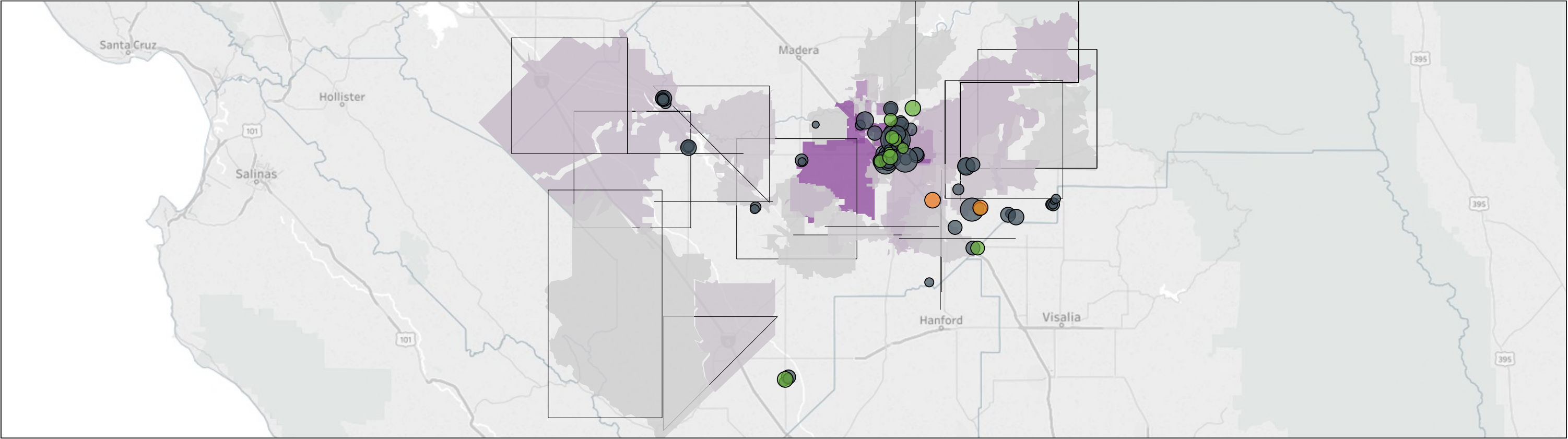
VIBRANT
COMMUNITIES

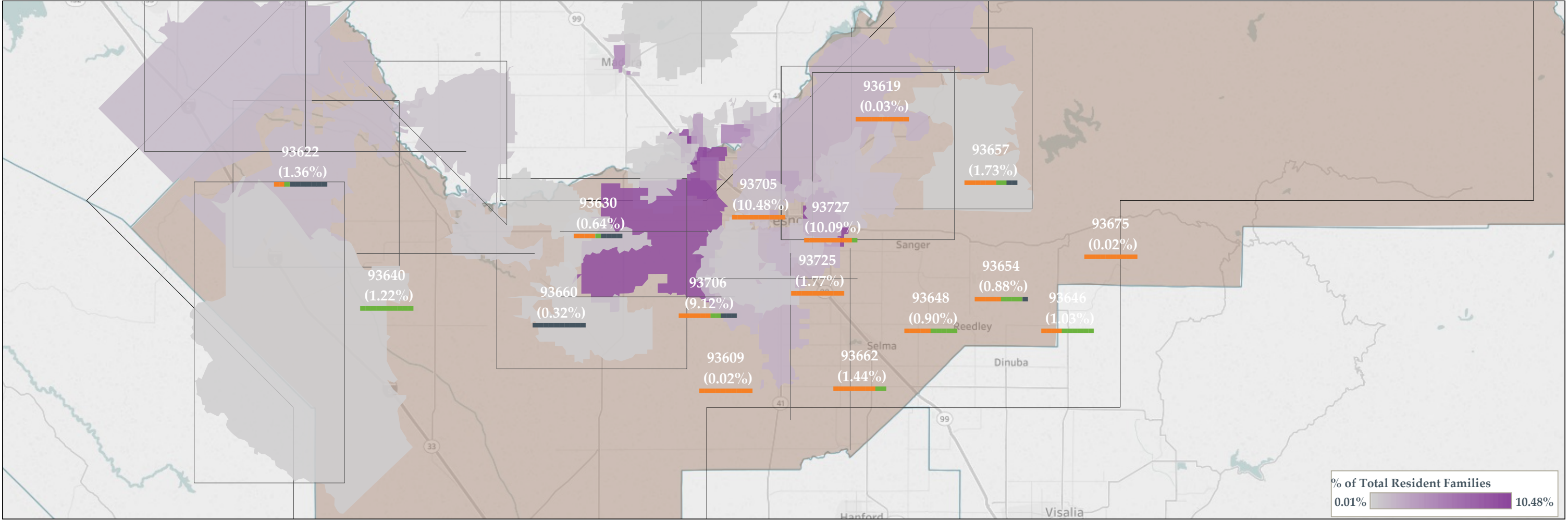
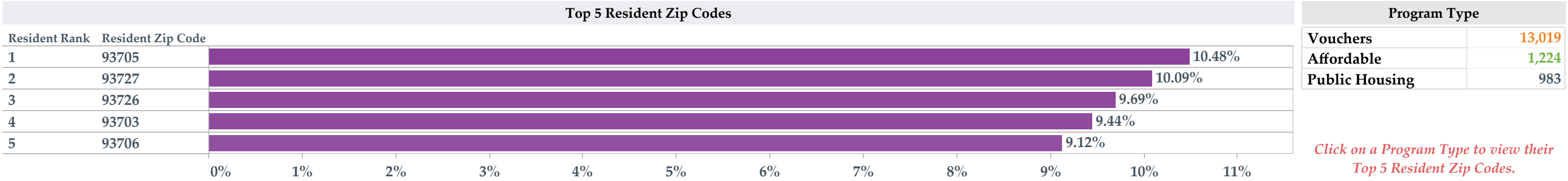
QUALITY
HOUSING

HOUSING
AUTHORITY

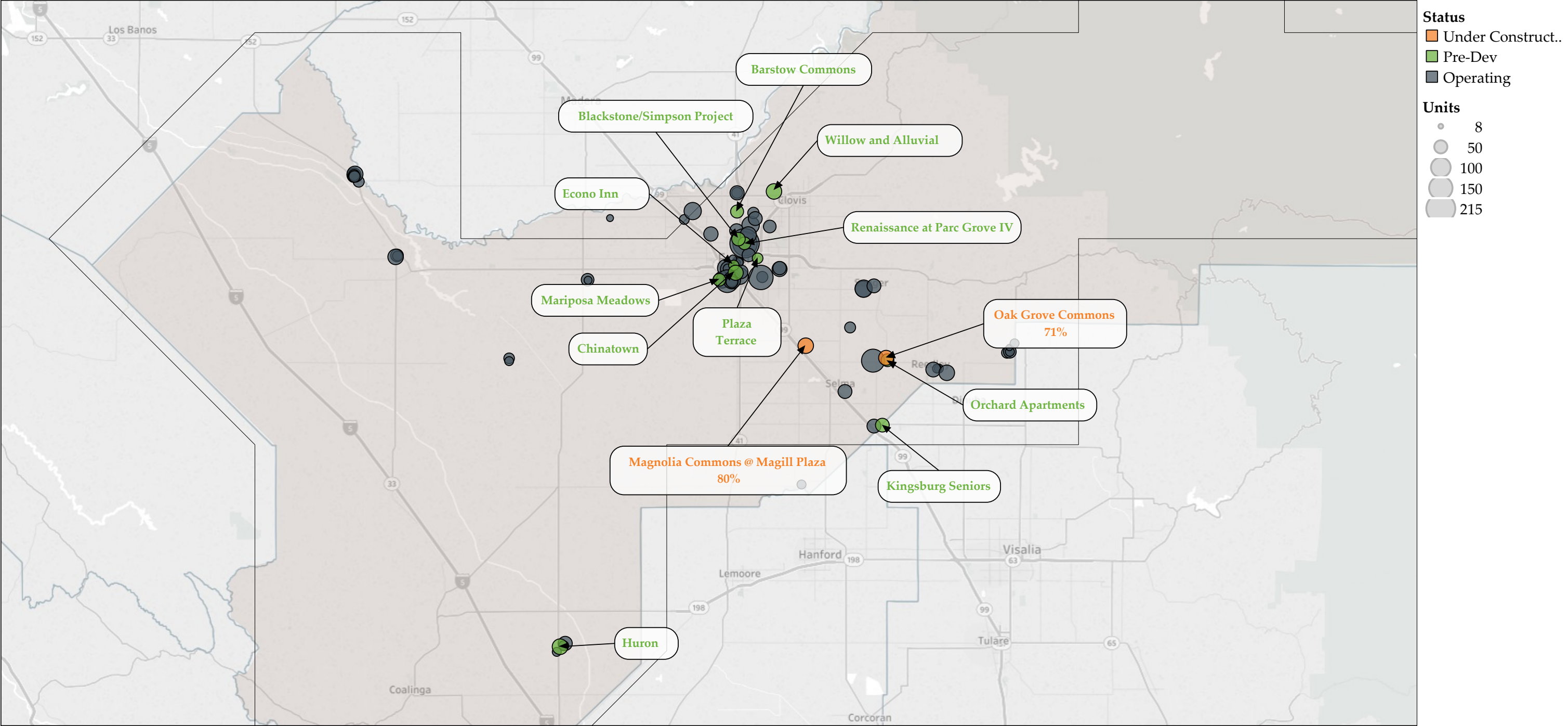
ENGAGED
RESIDENTS

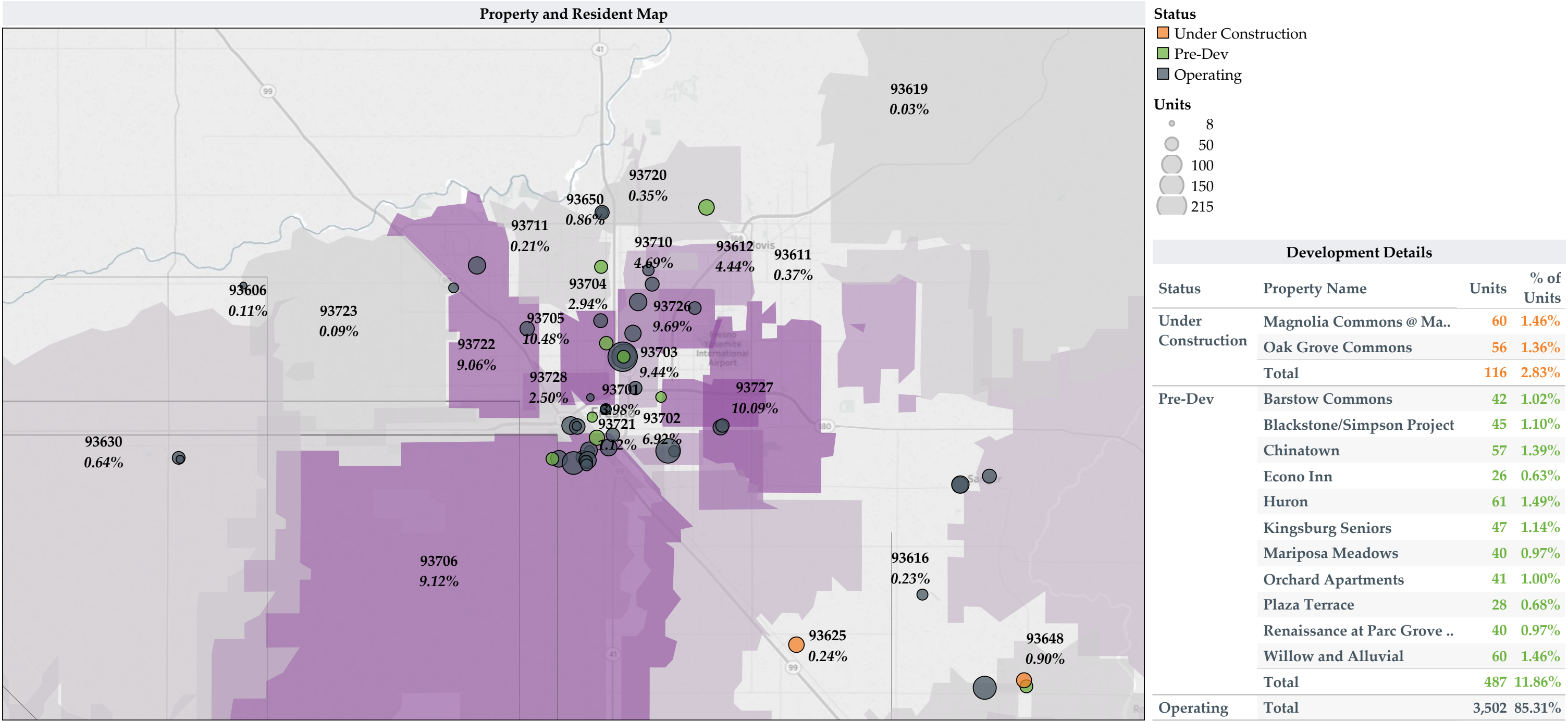
Part 1 – People and Places: Applicants, Residents, and Properties





Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Applicants by Zip Code

Top Five Applicant Zip Codes:

The dashboard represents all Fresno Housing interest lists. Interest list applicants represent a household that have applied since, or were on the list during, the fall 2016 Yardi conversion. *Applicant Zip Code* is based on the most recent available address. Color shows the % of Total Unique Applicant Families and corresponds to the map. The data can be filtered based on where the applicant lived when they applied (*Applicant Group*), County of Fresno or Other, which keeps Fresno or everything except Fresno - respectively.

Fresno Applicants:

% of Total Unique Applicant Families broken down by *Applicant Group* (Fresno).

Other Applicants:

% of Total Unique Applicant Families broken down by *Applicant Group* (Other).

Map:

Map based on *Applicant Zip Code*. Color shows % of Total Applicant Families unique. The data can be filtered by *Applicant Group*, Fresno or Other, which keeps Fresno or everything except Fresno - respectively.

Residents by Zip Code

Top Five Resident Zip Codes:

The % of Total Resident Families for each *Resident Rank* (1 through 5) is broken down by *Resident Zip Code*. This percentage does not include Fresno Housing properties managed by third party property management companies. Color shows % of Total Resident Families and corresponds to the map. The data can be filtered by *Program*. The data excludes any residents that are in the process of porting in from another Housing Authority and residents living in Fresno Housing properties managed by third party property management companies.

Program:

Resident Families broken down by *Program*. Color shows details about *Program*.

Map:

Map based on *Resident Zip Code*. Color shows % of Total Resident Families. Each *Resident Zip Code* is labeled by % of Total Resident Families and a bar chart of the % Affordable, % LIPH, and % Vouchers. The data can be filtered by *Program*. The data excludes any residents that are in the process of porting in from another Housing Authority.

Interactive Dashboards	Purpose	Solution	Road Map	Part 1	Applicants by Zip Code	Residents by Zip Code	Property Map	Residents and Property Map	Notes	Notes (cont'd)
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Property Map

Map:
Map based on Property Location. Color shows details about *Status*. The The view can be filtered by *Status*, which keeps Operating, Pre-Development and Under Construction. Size shows Total Units. Details are shown for Property Name.

Resident and Property Summary Map

Development Detail:
Units and *% of Units* broken down by *Status* and *Property Name*. Color shows details about *Status*. Includes properties managed by Fresno Housing and third party property management companies.

Map:
Map based on *Resident Zip Code*. Color shows *% of Total Resident Families*, but does not include families living in Fresno Housing properties that are managed by a third party management companies. The *Resident Zip Codes* are labeled by *% of Total Resident Families*. The data is filtered by Property, which excludes Null (blank), City Portable Vouchers Paid, and County Portable Vouchers Paid (residents that are in the process of porting in from another Housing Authority) and Resident Zip Code. The view can be filtered by *Status* and *Resident Zip Code*. The *Status* filter keeps Operating, Pre-Development and Under Construction. Size shows Total Units. Details are shown for Property Name.



Introduction to the 2018 Audit

*Boards of Commissioners Meeting
February 26, 2019*

Audit Process

- Throughout the year, the Accounting staff records transactions and changes in balances
- At year end, final financial statements and supplementary information is prepared for the Auditor's review
- Auditor performs financial and compliance tests, as required
- Auditor issues their results and findings to the Board and Management

Audits Required

- Annual financial audit required by HUD and other granting agencies
- Single Audit
 - Additional compliance requirements, if more than \$750,000 in federal funds were spent
 - For 2018:
 - HCV (City and County)

Auditor's Responsibilities

- Express opinion on financial statements
- Conduct audit in accordance with Generally Accepted Auditing Standards and Government Auditing Standards
- Assess risk and evaluate internal controls

Management's Responsibilities

- Preparation and presentation of the financial statements and the notes to the financials
- Management's Discussion and Analysis (MD&A)
- Design, implementation and maintenance of a strong internal control system
- Address issues identified from prior year's findings by implementing recommendations or agreed upon corrective action plans.

Corrective Actions from 2017 Audit

Findings

- One significant deficiency identified on the County Audit related to adjustments detected by the audit process
 - The auditor identified a \$199 thousand adjustment on the calculation of accumulated depreciation for Kerman Acres LP (materiality threshold is \$27 thousand)
 - Auditor's recommend that all journal entries and adjustments are properly reflected in the financial statements prior to the commencement of the audit
 - Accumulated depreciation was corrected in the financial statements. The Agency will continue reviewing the general ledger to reduce year end adjustments

Management Recommendation - 2017

- General Ledger Review, specifically Unusual Balances, Unclaimed Liabilities in HCV, and Pre-Development Loans
 - Auditor recommends that GL accounts be reviewed for unusual balances
 - Auditor recommends to formalize interest rate with HRFC Board approval
 - Management agrees and has addressed the unusual balances and unclaimed liabilities. HRFC interest rate was adopted at the June 2018 Board of Directors meeting.

Management Recommendations - 2017

- Enhancing Controls in the Payroll Area
 - Auditor's recommend that access in the payroll system should be reviewed and restricted for the Senior Accountant
 - Management agrees and has addressed the control
- Enhancing Controls in the Accounts Payable Area
 - Auditor's recommend that the utility invoices should not be entered and approved by accounts payable staff
 - Management agrees and has added an approver other than A/P staff to the utility payment workflow in the accounting system

Timeline

- February 13: Entrance Interview with Audit Committee
- February: Internal Controls and Compliance testing, Cal-HFA audits (Parkside & Garland)
- March 15: Unaudited FDS Submission due to HUD
- April and May: Financial and Single audit
- August: Exit Interview with Audit Committee and Board acceptance of audit results
- September 30: Audited FDS Submission due to HUD



HRFC Reserve Update

*Boards of Commissioners Meeting
February 26, 2019*

HRFC Reserves

- The Housing Relinquished Fund (HRFC) reserves allow for the expansion of affordable housing
- Reserves have accumulated from various sources including:
 - Program income and loan repayments from development projects
 - Interest income from loans
 - Sales of properties
- HRFC reserves can be restricted by the Boards or agreements with HUD

Current HRFC Reserves

Cash Balance as of 12/31/2018	9.25
2019 Cash Inflow (Outflow):	
Pre-development	(0.27)
Homeless Programs	0.06
H St Loft Payment	0.03
Iron Bird Payment	0.01
Highway City Loan	(0.06)
Helm Interest Payment	0.05
Cash Balance as of 01/31/2019	9.07

- This list includes the major transactions that have occurred in 2019
- Cash balance as of 01/31/19 is \$9.07 million

*Amounts shown in millions of dollars

Potential Cash Inflows

Potential Inflows

<i>San Ramon Loan Proceeds</i>	<i>1.00</i>
<i>County RAD Loan Proceeds</i>	<i>1.50</i>
<i>Constuction Loan Repayments</i>	<i>0.50</i>
<i>2018 Waterfall Payments</i>	<i>1.00</i>
<i>Total</i>	<i>4.00</i>

- Staff conservatively estimates that HRFC will receive an estimated \$4.0 million in additional cash during 2019
- Total amounts shown may change based on final applications and calculations

*Amounts shown in millions of dollars

Outflows from HRFC

	Total Commitment 01/31/2019	Total Expenditures through 01/31/2019	Remaining Commitment
Current Commitments			
<i>Pre-developments Loans</i>			
West Fresno Planning/CA Triangle	1.02	0.93	0.09
Chinatown	1.00	0.48	0.52
Parlier Orchard Apartments	0.50	0.40	0.10
Mariposa Meadows	0.50	0.42	0.08
Willow/Alluvial	1.65	1.63	0.02
General Pre-Development	0.30	0.29	0.01
<i>RAD Pre-developments</i>			
Blackstone/Simpson	1.40	1.39	0.01
Other RAD Pre-Development	0.25	0.10	0.15
<i>Construction Loans</i>			-
<i>Other Commitments</i>			
Highway City Community Center	0.25	0.20	0.05
Homeless Programs	4.50	4.50	-
Choice Neighborhood	0.55	-	0.55
Total Commitments	11.92	10.34	1.58

- Table above shows current commitments, total expenditures as of 01/31/19, and remaining commitments
- As always, staff is working diligently to reduce the amount needed from HRFC

*Amounts shown in millions of dollars

Cash Flow Projections

Current Cash Balance as of 01/31/2019	9.07
Potential Inflows	4.00
Remaining Commitments	(1.58)
Uncommitted Cash	11.49

- Total cash at 01/31/19 is \$9.07 million
- Staff is conservatively estimating inflows of \$4.0 million, and \$1.58 million of commitments
- This leaves about \$11.49 million in uncommitted funds

*Amounts shown in millions of dollars



Real Estate Development Update

*Boards of Commissioners Meeting
February 26, 2019*



Presentation Overview

- Pipeline Review
 - Mariposa Meadows
 - Orchard Apartments
 - Chinatown
- Action Items For Consideration:
 - Willow/Alluvial
 - Kingsburg Seniors
 - Plaza Terrace

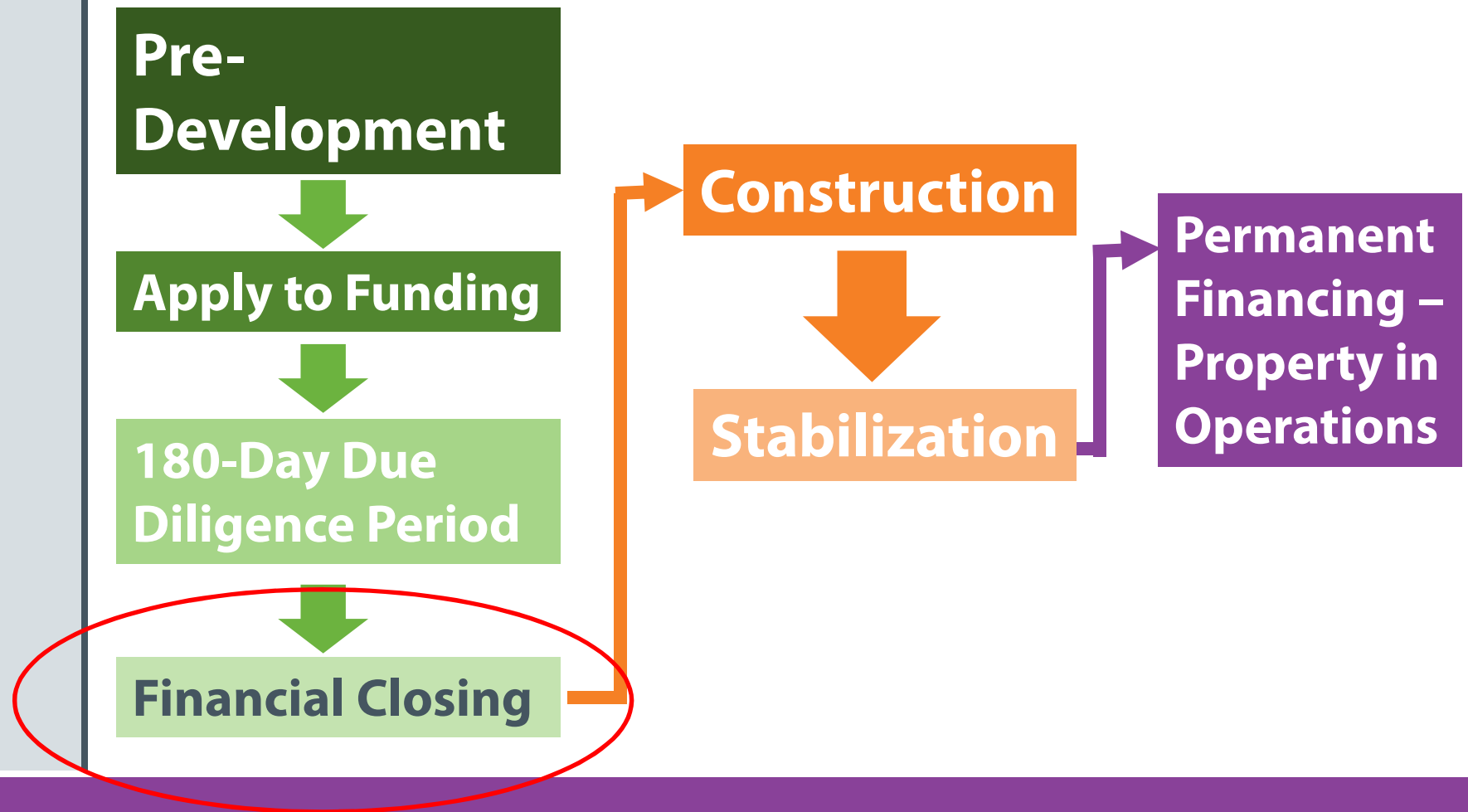
Development Pipeline - City

• Mariposa Meadows	2019
• Plaza Terrace	2019
• Chinatown	2019
• Econo Inn	2019
• Blackstone/Barstow	2019
• West Fresno	2019/2020
• Acq/Rehab	2019/2020
• Blackstone/Simpson	2019/2020
• Highway City	2020
• Downtown	2020
• Parc Grove Vets Phase 4	2021/2022

Development Pipeline - County

• Orchard Apartments	2019
• Kingsburg Seniors	2019
• Willow/Alluvial	2019
• Huron	2019
• Acq/Rehab	2019/2020
• Caruthers	2019/2020
• Laton	2019/2020
• Firebaugh	2019/2020

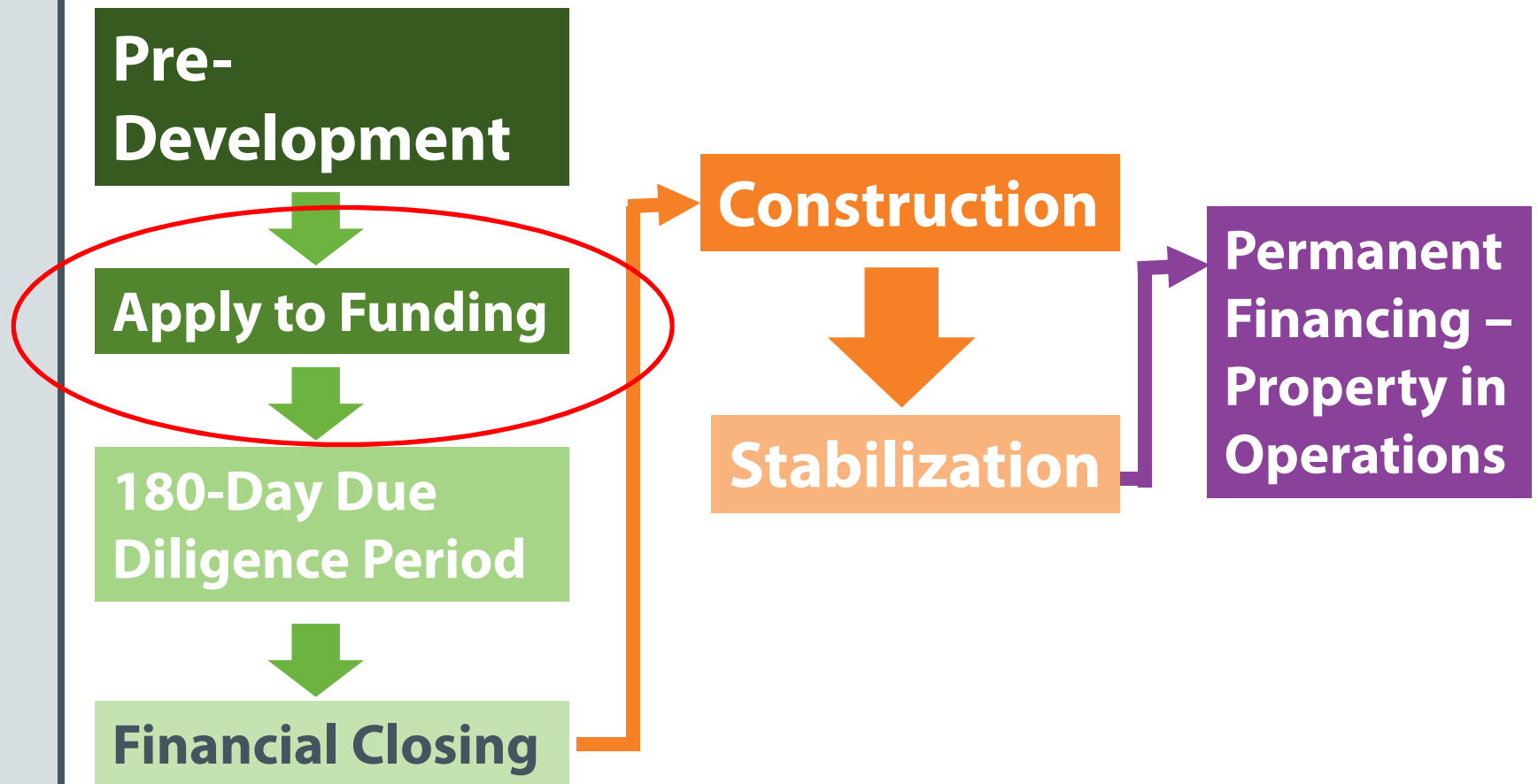
Development Life Cycle



Spring 2019 Tax Credit Closings

- Mariposa Meadows (Fresno)
 - Anticipated closing on March 15, 2019
- Orchard Apartments (Parlier)
 - Anticipated closing on March 29, 2019
- Staff anticipates returning to the Board for approvals at the special Board Meeting scheduled for March 13, 2019

Development Life Cycle



Upcoming Pipeline Projects - City

- Current and Immediate Future Requests
 - Chinatown – 57 Units **Delay until Special Meeting**
 - October 2019 4% Tax Credit application
 - CalHFA application
 - HRFC Committed: \$1m
 - Sub-Agreement with the City of Fresno
 - Plaza Terrace
 - 1st Round 2019 9% Tax Credit application
 - AHP Application
 - Econo Inn
 - Potential 2nd Round 2019 9% Tax Credit
 - AHP Application
 - Barstow/Blackstone

Upcoming Pipeline Projects - County

- Current and Immediate Future Requests



- Kingsburg Seniors – 47 units

- 1st Round 2019 9% Tax Credit application
- AHP/CalHFA Applications
- Request from HRFC: up to \$1,950,000



- Clovis – 60 Units

- 1st Round 2019 9% Tax Credit application
- CalHFA Application
- Request from HRFC: up to \$4,250,000

- Huron – 61 units

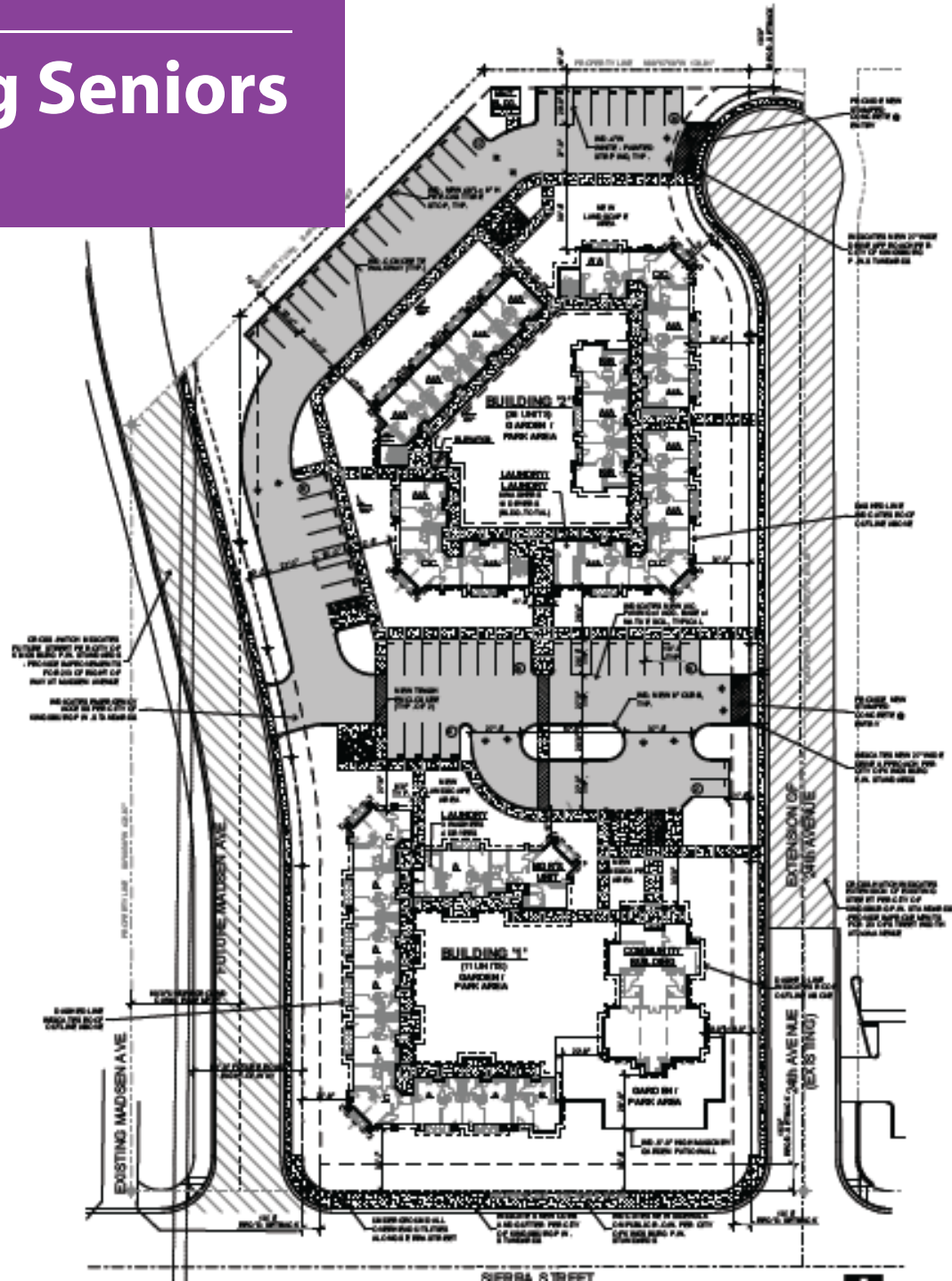
- Potential 2nd Round 2019 9% Tax Credit
- CDBG Application with City of Huron
- Estimated Request from HRFC: \$2m - \$3m

Kingsburg Seniors (Kingsburg)

- Kingsburg Seniors is located on vacant land at the SW corner of Sierra St. and Madsen Ave. in Kingsburg, CA and includes the proposed new construction of 47 senior housing units with a 3,650 sq.ft. of community space
- Development Agreement with City of Kingsburg for Land Donation and Impact Fee Deferral
- Board authorized submission of CalHFA and AHP funding applications January 2019
- County of Fresno HOME Funds of \$1m awarded February 2019
- *Consideration of approval to submit a 1st Round 2019 9% Tax Credit application*
- *Consideration of HRFC commitment of up to \$1,950,000*



Kingsburg Seniors Site Plan



Kingsburg Seniors Sources & Uses

EXHIBIT B

Kingsburg Seniors Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Conventional Perm Loan	\$ 1,151,000
County of Fresno HOME Loan	\$ 1,000,000
City of Kingsburg Land Donation	\$ 1,001,000
Kingsburg Deferred Impact Fees Loan	\$ 390,460
HRFC Loan	\$ 1,950,000
Investor Equity	\$ 14,228,674
Total Sources of Funds	\$ 19,721,134
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,001,000
Construction Costs	\$ 12,570,000
Contingencies	\$ 881,198
Permits/Impact Fees/etc.	\$ 623,735
Professional Fees	\$ 987,500
Loan Fees and other Soft Costs	\$ 1,432,369
Reserves	\$ 220,228
Developer Fee	\$ 2,005,104
Total Uses of Funds	\$ 19,721,134

**Draft budget as of 2/21/2019*

Action Item 7.a.

- *Consideration of Funding Application Submission*
- *Consideration of HRFC Commitment up to \$1,950,000*

Action Item 7.d.

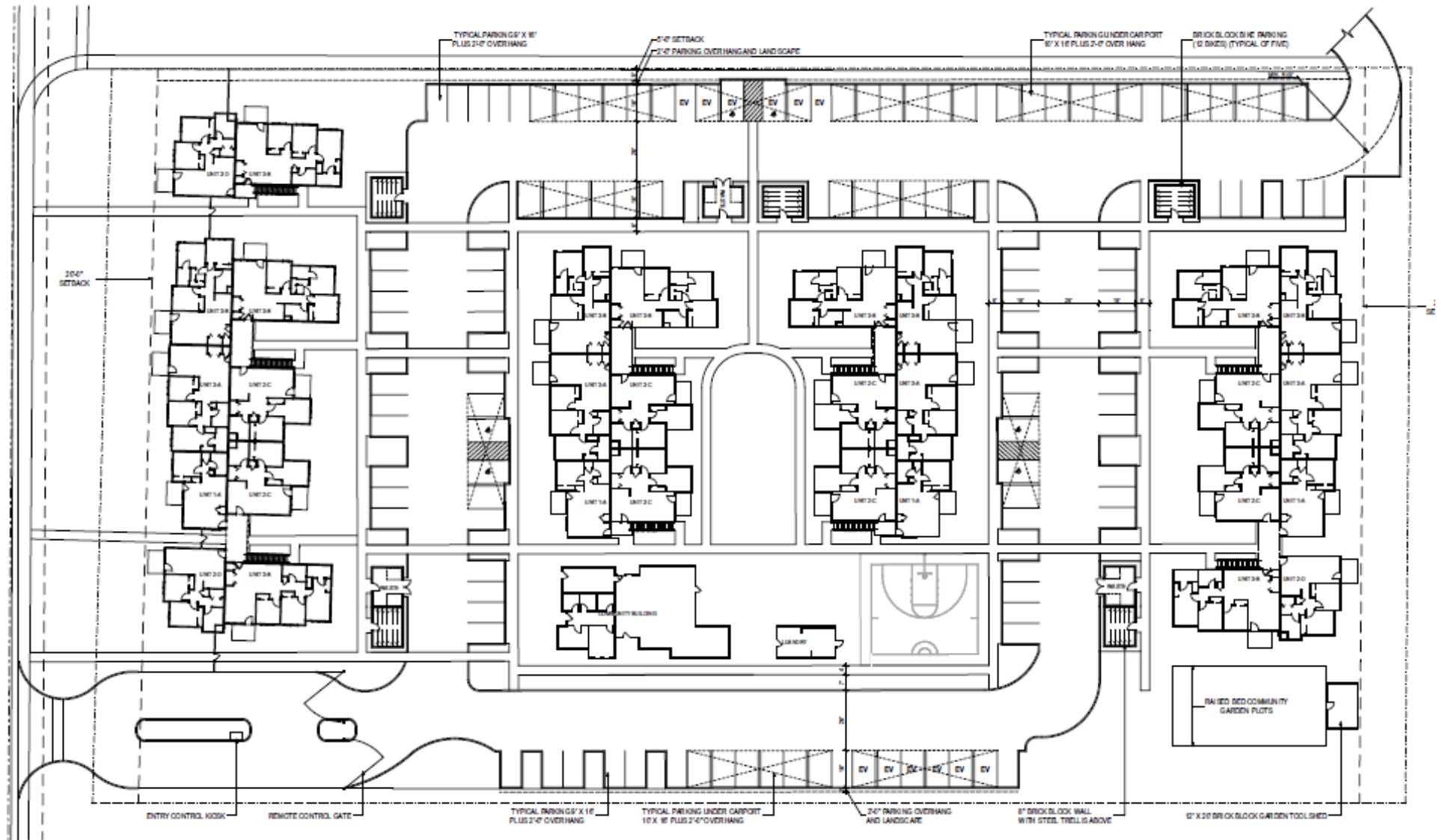
- *Consideration of Project-Based Voucher Allocation*

Willow & Alluvial (Clovis)

- The Willow and Alluvial project is located at 725 W Alluvial Avenue, Clovis, CA
- Land is currently vacant
- Proposed new construction of 60 multifamily housing units with 2,473 sq.ft. of community space
- Located in CTCAC High Opportunity Area
- *Consideration of approval to submit a 1st Round 2019 9% Tax Credit application and CalHFA Funding application*
- *Consideration of HRFC commitment of up to \$4,250,000*



Willow & Alluvial Aerial (Clovis)



Willow & Alluvial Site Plan (Clovis)

Willow and Alluvial Sources & Uses

EXHIBIT B

Willow/Alluvial Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Conventional Perm Loan	\$ 1,070,000
HRFC Loan	\$ 4,250,000
Investor Equity	\$ 21,746,281
Total Sources of Funds	\$ 27,066,281
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,600,000
Construction Costs	\$ 16,176,840
Contingencies	\$ 1,867,684
Permits/Impact Fees/etc.	\$ 1,798,120
Professional Fees	\$ 1,369,300
Loan Fees and other Soft Costs	\$ 1,982,415
Reserves	\$ 235,216
Developer Fee	\$ 2,036,706
Total Uses of Funds	\$ 27,066,281

**Draft budget as of 2/25/2019*

Action Item 7.b.

- *Consideration of Funding Application Submission*
- *Consideration of HRFC Commitment up to \$4,250,000*

Plaza Terrace (Fresno)

- Plaza Terrace is located at 4041 Plaza Drive West in Fresno and previously hosted the El Puente family reunification program in partnership with the Department of Social Services
- Potential for rehabilitation to include 28 Special Needs units with community space and onsite management offices with supportive services
- Board authorized submission of a No Place Like Home (NPLH) and AHP Funding Applications in January 2019
- Received County of Fresno commitment of Special Needs Housing Program (SNHP) funds
- *Consideration of approval to submit a 1st Round 2019 9% Tax Credit application*

Plaza Terrace(Fresno)

32 Two-bedroom units





Plaza Terrace Site (Fresno)



Plaza Terrace Site Plan (Fresno)

Plaza Terrace Sources & Uses

EXHIBIT B

Plaza Terrace Pro Forma

Development Sources and Uses	
Sources of Funds	Permanent Sources
Special Needs Housing Program Loan	\$ 2,705,869
Investor Equity	\$ 9,421,984
Total Sources of Funds	\$ 12,127,853
Uses of Funds	Amount
Land/Building Acquisition Costs	\$ 1,700,000
Construction Costs	\$ 4,073,400
Contingencies	\$ 657,340
Permits/Impact Fees/etc.	\$ 50,000
Professional Fees	\$ 802,700
Loan Fees and other Soft Costs	\$ 1,114,048
Reserves	\$ 2,811,051
Developer Fee	\$ 919,314
Total Uses of Funds	\$ 12,127,853

**Draft budget as of 2/20/2019*

Action Item 7.c.

- *Consideration of Funding Application Submission*



Travel & Expense Reimbursement Policy Revision

February 26, 2019

Summary of Changes

- Travel and training requests submitted at least 15 days prior to an event (when feasible)
- Updated written procedure and forms to clarify, simplify and consolidate steps
- Planned training for expense managers (requestors, approvers)
- Updated approval flows
- Streamlined mileage reimbursement process
- Clarified expectations for conference and training participation
- Quarterly audits of expense reports and reimbursements to ensure policy compliance and responsible stewardship
- Updated per diem (total of an \$11 per day increase):
 - Breakfast: from \$15 to \$18
 - Lunch: from \$15 to \$19
 - Dinner: from \$30 to \$34