



# Boards of Commissioners Meeting

December 20, 2016

# AGENDA

O (559) 443-8400

F (559) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

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

**5pm December 20, 2016**

**1331 Fulton Mall, Fresno, CA 93721**

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.

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**5pm Board Meeting**

**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. Presentation by the Boys and Girls Clubs of Fresno County**

**5. Election of 2017-2018 Officers – County Board of Commissioners**

**6. 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)**

**7. 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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CONFERENCE WITH REAL PROPERTY NEGOTIATORS	
(Pursuant to Government Code § 54954.5(b))	
Property: 1911 Merced St., Fresno, CA (APNs: 466-206-50T and 51T)	
Agency negotiator: Preston Prince	
Negotiating parties: Oversight Board of the Successor Agency to the	
Redevelopment Agency of the City of Fresno	
Under negotiation: Price and Terms of Sale	
 PUBLIC EMPLOYMENT	
Pursuant to Government Code §54597	
13. <b>Adjournment</b>	



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

**Tuesday, October 25, 2016**

**5:00 P.M.**

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular joint session on Tuesday, October 25, 2016 at the offices of HACCF, located at 1331 Fulton Mall, Fresno, California.

1. The meeting was called to order at 5:08 p.m. by Board Chair, Commissioner Jones of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT:      ADRIAN JONES, Chair  
   CRAIG SCHARTON  
   STEVEN BEDROSIAN  
   KARL JOHNSON  
   CAINE CHRISTENSEN

COMMISSIONERS ABSENT:      RUEBEN SCOTT, Vice Chair  
   STACY VAILLANCOURT

The meeting was called to order at 5:08 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT:      STACY SABLAN, Chair  
   RENEETA ANTHONY, Vice Chair  
   JIM PETTY  
   NANCY NELSON  
   VENILDE MILLER  
   JOEY FUENTES

COMMISSIONERS ABSENT:      LEE ANN EAGER

Also, in attendance were the following: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; Angie Nguyen, Chief of Staff; Ken Price, Baker

Manock and Jensen - General Counsel; and Tiffany Mangum, Special Assistant to the CEO/Executive Director.

## 2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Ken Price, General Counsel, announced a letter that was sent to the Boards on October 24, related to item 6(e) and item 9 by local attorney Jeff Reid. Mr. Price explained that the letter necessitated adding an item to the agenda under the anticipated litigation exception under the Brown Act. Mr. Price explained that an item can be added to the agenda if there is a need to take immediate action and the agency became aware of this item after the posting of the agenda. Mr. Price explained that the letter arrived after the posting of the agenda, there is a need to consider this matter during this meeting, and recommended amending the agenda to add a closed session under the anticipated litigation exception of the Brown Act as item 6(e) and the old item 6(e) on the agenda, consideration of granting authority to the CEO to bid or submit a proposal on the land adjacent to the Central Office Development Area – “Lot 2”, will now become item 6(f). Item 9, Conference with Real Property Negotiators (Pursuant to Government Code § 54954.5(b)), will stay on the agenda as is.

No public comment.

*Commissioner Scharton motioned for the City Board’s approval of the agenda as amended. This action was seconded by Commissioner Bedrosian, and by unanimous vote of the Board of Commissioners for the City, the agenda was approved as amended.*

*Commissioner Petty motioned for the County Board’s approval of the agenda as amended. This action was seconded by Commissioner Anthony, and by unanimous vote of the Board of Commissioners for the County, the agenda was approved as amended.*

## 3. PUBLIC COMMENT

No public comment at this time.

## 4. CONSENT AGENDA

- a. Consideration of the Minutes of September 27, 2016
- b. Consideration of the 2017 Agency Calendar

There was no public comment.

*Commissioner Johnson motioned for the City Board’s approval of the consent agenda. This action was seconded by Commissioner Christensen and by unanimous vote of the Board of Commissioners for the City, the consent agenda was approved.*

*Commissioner Petty motioned for the County Board's approval of the consent agenda. This action was seconded by Commissioner Nelson, and by unanimous vote of the Board of Commissioners for the County, the consent agenda was approved.*

## 5. INFORMATIONAL

### a. 2017 Federal and Agency Budget Update

Emily De La Guerra, Director of Finance and Administration, presented an update on the 2017 Federal Budget. Ms. De La Guerra's presentation included an overview of the Agency budget, the Federal Budget process, potential 2017 funding levels, major expenditure changes, and the budget timeline. Ms. De La Guerra explained that the implementation process for Yardi is over, and this will reflect a major change in the upcoming budget. Ms. De La Guerra announced that the Agency is ending their contract with CMTI effective December 31<sup>st</sup> of this year, which will result in a positive impact on the budget for 2017. Additionally, Ms. De La Guerra explained that Staff will also be renegotiating contracts with vendors which will have an impact on the budget.

Commissioner Anthony asked if the agency was going to request proposals for property management. Ms. De La Guerra described a previous request for proposals on property management services that resulted in GSF Properties and Winn Property Management being awarded the contract. Commissioner Anthony requested to know the terms of the contract.

Commissioner Scharton requested for feedback on how the properties are doing and how their quality is meeting the Agency goals.

Tracewell Hanrahan, Deputy Executive Director, explained the contract terms for the property management are for a total of five years, with each contract for one year. The Agency evaluates the contract annually for renewal.

Emily De La Guerra concluded her presentation acknowledging that the draft budget will be presented during November's Board Meeting.

No public comment.

### b. Overview of Agency Structure and Associated Entities

Tracewell Hanrahan, Deputy Executive Director, presented an overview of the Agency's associated entities. Ms. Hanrahan announced that there are over 60 associated entities.

During the previous Board meeting, Commissioner Anthony requested to review the agency structure and spend some time explaining to the Board how these entities are

related and how they are governed. Ms. Hanrahan announced this request will be presented in a few Board meetings, which will begin with this presentation as an introduction.

Tracewell Hanrahan spent some time discussing the types of entities, why they were created, and what their purpose was when they were created. Ms. Hanrahan continued discussing specific entities such as Better Opportunity Builder, and Fresno Housing Education Corps.

Commissioner Anthony requested clarification regarding the memorandum in the Board packet stating that “Most of the single purpose entities were created by the Fresno Housing Authority Boards of Commissioners.” Ms. Hanrahan responded that was an error and it should say “all.”

Commissioner requested information on the to-date debt total for the single purpose entities, including future debt. Ms. Hanrahan explained that the single purpose entities have their own structure in which the debt is broken down. Ms Hanrahan continued to review examples of the structures of single purpose entities.

Tracewell Hanrahan concluded her presentation with reviewing some of requests that were made during the presentation to include presenting the financials of each entity.

No public comment.

#### c. Development Update

Michael Duarte, Director of Planning & Community Development, began his presentation by acknowledging the 30th anniversary of the creation of the Low-Income Housing Tax Credit (LIHTC). Mr. Duarte’s update included a summary of affordable housing demand in Fresno County, summary of tax credit development in the City and County of Fresno since 2009, a summary of Agency funds leveraged in development since 2008. Additionally, Mr. Duarte announced the CHPC report key findings.

Tracewell Hanrahan commented on the CHPC report key findings announcement, acknowledging Fresno Housing Authority contributions to the report. Ms Hanrahan stated that according to the report, the Agency has contributed to 30% of the Fresno County affordable homes and 90% of the City of Fresno homes.

Commissioner Anthony requested a legal opinion from the representative that works on the Agency’s liabilities.

There was further discussion on the Agency’s liabilities and the Agency’s liability processes.

Preston Prince announced that he had asked the Agency attorneys from Ballard Spahr to attend the November Board meeting.

Commissioner Nelson asked questions regarding the functions of LP, LLC's, and Corporations in the event of a foreclosure.

Ken Price added that corporations and similar entities are for the protection of the members and the owners. Mr. Price stated that each specific entity protects assets from unrelated entities, and in the event of a foreclosure, creditors would not be able to get any assets from other entities. Mr. Price included that each entity is designed so in that event, no Fresno Housing assets could be lost.

Commissioner Sablan suggested that the Staff do as much work as possible prior to the attorneys from Ballard Spahr coming in November.

d. Update on Potential Partnerships to Improve Section 3 Outcomes

Angie Nguyen, Chief of Staff, presented an update on potential partnerships to improve Section 3 outcomes. Ms. Nguyen's update included the internal collaboration between Resident Services and Planning & Community Development teams, the HOPE Builds program, scholarship opportunities with local colleges and trade schools, and partnerships with Trade Unions that offer pre/apprenticeships opportunities.

Ms. Nguyen introduced Travis Alexander, Lead Local Field Representative for the Carpenters Union Local 701; and Mark Sanchez, Carpenters Union Local 701. Mr. Alexander provided the boards with a brief presentation on pre-apprenticeship program and their desire to explore a role for them on the continuum of opportunities provided to residents.

Members from both Boards expressed their support in a potential partnership with the Carpenters Union Local 701.

6. ACTION ITEMS – COMMISSIONERS MAY CONSIDER, APPROVE, DENY, AND/OR CONTINUE

a. Consideration of Contract for Housing Authority Audits – Davis Farr

Emily De La Guerra presented the Boards with the recommendation to approve the contract extension with Davis Farr for the 2016 audits, starting from December 15, 2016 to December 14, 2017.

No public comment.

*Commissioner Bedrosian motioned for the City Board's approval of the contract extension with Davis Farr. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the contract extension with Davis Farr was approved.*

*Commissioner Petty motioned for the County Board's approval of the contract extension with Davis Farr. This action was seconded by Commissioner Nelson, and by unanimous vote of the Board of Commissioners for the County, the contract extension with Davis Farr was approved.*

b. Consideration of Contract for Associated Entity Audits – Novogradac

Emily De La Guerra presented the Boards with the recommendation to approve the contract with Novogradac for the 2016 audits of the instrumentalities. The contract period is starting from December 15, 2016 to December 14, 2017.

No public comment.

*Commissioner Bedrosian motioned for the City Board's approval of the contract with Novogradac for the 2016 audits. This action was seconded by Commissioner Scharton, and by unanimous vote of the Board of Commissioners for the City, the contract with Novogradac was approved.*

*Commissioner Petty motioned for the County Board's approval of the contract with Novogradac for the 2016 audits. This action was seconded by Commissioner Fuentes, and by unanimous vote of the Board of Commissioners for the County, the contract with Novogradac was approved.*

c. Consideration of Extension of Memorandum of Understanding – SEIU

Scott Fetterhoff, Director of Human Resources & Organizational Development, presented the recommendation for the Boards to authorize the CEO/Executive Director, or his designee, to negotiate and execute the collective bargaining contract extension between Fresno Housing Authority and SEIU, Local 521.

No public comment.

*Commissioner Bedrosian motioned for the City Board's approval of the collective bargaining contract extension between Fresno Housing Authority and SEIU, Local 521. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the collective bargaining contract extension was approved.*

*Commissioner Anthony motioned for the County Board's approval of the collective bargaining contract extension between Fresno Housing Authority and SEIU, Local*

*521. This action was seconded by Commissioner Miller, and by unanimous vote of the Board of Commissioners for the County, the collective bargaining contract extension was approved.*

d. Consideration of Magill Terrace Adjacent Land Acquisition

Michael Duarte presented the Boards with the recommendation to authorize the land purchase and acceptance of Deeds for the two parcels in Fowler, CA.

No public comment.

*Commissioner Petty motioned for the County Board's approval of the Magill Terrace Adjacent Land Acquisition. There was one abstention from Commissioner Anthony. This action was seconded by Commissioner Fuentes and by majority vote of the Board of Commissioners for the County, the consideration for the Magill Terrace Adjacent Land Acquisition was approved.*

*Commissioner Scharton motioned for the City Board's approval of the Magill Terrace Adjacent Land Acquisition. This action was seconded by Commissioner Bedrosian, and by unanimous vote of the Board of Commissioners for the City, the consideration for the Magill Terrace Adjacent Land Acquisition was approved.*

e. CLOSED SESSION: Conference with Legal Counsel – Anticipated Litigation (pursuant to Government Code section 54956.9(d)(2)).

Public comment from Clifford Tutelian, President of Tutelian & Company. Mr. Tutelian presented a letter that was sent to the Board's of the Fresno Housing Authority. Mr. Tutelian referred the Boards to the July 26, 2016 Board meeting minutes item 8(a). Mr. Tutelian requested for the Boards to do further review and development on this item to ensure it is in line with agency goals, and CEQA Regulations.

The Boards went into closed session at approximately 7:44 p.m.

The Boards went into open session at approximately 8:20 p.m. Chair Sablan noted that there was no action to report out of closed session.

f. Consideration of granting authority to CEO to bid or submit proposal on land adjacent to the Central Office Development Area – “Lot 2” (1911 Merced St, Fresno, CA APNs: 466-206-50T and 51T.) CA APNs: 466-206-50T and 51T.)

*This item was originally posted on the agenda as 6(e) and has been changed to take place after the Closed Session as item 6(f).*

Michael Duarte presented the Boards with the recommendation to grant authority to CEO to bid or submit a proposal on land adjacent to the Central Office Development Area, also known as “Lot 2.”

Preston Prince emphasized during the presentation that the current development image is not a rendering. Mr. Prince explained that the presented images are used as analysis done by outside entities.

Ken Price recommended that the Boards instead authorize the Chairs to sign a letter expressing interest in the property. Mr. Price also recommended discussing the terms of expressed interest in closed session, which does not preclude the Board from taking back the item to authorize the Chair to make a bid in the future.

The following action was taken subsequent to the Closed Session on Real Property Negotiations.

*Commissioner Nelson motioned for the County Board’s approval to generate a letter expressing interest in “Lot 2.” This action was seconded by Commissioner Petty, and by unanimous vote of the Board of Commissioners for the County, the approval to generate a letter expressing interest in “Lot 2” was approved.*

*Commissioner Bedrosian motioned for the City Board’s approval to generate a letter expressing interest in “Lot 2.” This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the approval to generate a letter expressing interest in “Lot 2” was approved.*

## 7. COUNTY: NOMINATIONS FOR BOARD CHAIR AND VICE CHAIR FOR 2017-2018

Commissioner Petty announced that he would like to nominate himself for the County Board Chair.

Commissioner Anthony expressed support for Commissioner Petty and nominated herself for the County Board’s Vice Chair.

Commissioner Sablan nominated herself for County Vice Chair.

## 8. COMMISSIONER’S REPORT

Commissioner Sablan announced that the Executive Committee Meeting will be on November 9, 2016 and the next Board Meeting on November 15, 2016. Commissioner



Sablan also announced the Board Retreat on December 2, 2016, will be held at Cedar Courts. Commissioner Sablan announced the social event for Commissioners, Executive Staff, and a guest will be held on December 2, 2016. Location to be announced.

Commissioner Sablan and Commissioner Jones will send an email out to the Boards regarding the items on the Board Retreat Agenda.

#### 9. EXECUTIVE DIRECTOR'S REPORT

There was no additional information announced.

#### 10. CLOSED SESSION

*This item was originally posted on the agenda as item 9 and has been changed to take place after the Executive Director's report.*

The Boards went into closed session at approximately 8:40 p.m.

##### CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: 1911 Merced St., Fresno, CA (APNs: 466-206-50T and 51T)

Agency negotiator: Preston Prince

Negotiating parties: Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Fresno

Under negotiation: Price and Terms of Sale

##### PUBLIC EMPLOYMENT

Pursuant to Government Code §54597

The Boards went into open session at approximately 8:50 p.m. with no action to report.

#### 11. 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 8:53 p.m.

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Preston Prince, Secretary to the Boards of Commissioners

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

**Tuesday, November 15, 2016**

**5:00 P.M.**

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular joint session on Tuesday, November 15, 2016 at the offices of HACCF, located at 1331 Fulton Mall, Fresno, California.

1. The meeting was called to order at 5:03 p.m. by Board Chair, Commissioner Jones of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT:      ADRIAN JONES, Chair  
   CRAIG SCHARTON  
   KARL JOHNSON  
   STACY VAILLANCOURT  
   CAINE CHRISTENSEN

COMMISSIONERS ABSENT:      RUEBEN SCOTT, Vice Chair  
   STEVEN BEDROSIAN

The meeting was called to order at 5:03 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken by Monique Narciso, Administrative Assistant, and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT:      STACY SABLAN, Chair  
   NANCY NELSON  
   LEE ANN EAGER  
   VENILDE MILLER  
   JOEY FUENTES

COMMISSIONERS ABSENT:      RENEETA ANTHONY, Vice Chair  
   JIM PETTY

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

## 2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

No public comment.

*Commissioner Scharton motioned for the City Board's approval of the agenda as posted. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the agenda was approved as posted.*

*Commissioner Eager motioned for the County Board's approval of the agenda as posted. This action was seconded by Commissioner Fuentes, and by unanimous vote of the Board of Commissioners for the County, the agenda was approved as posted.*

## 3. PUBLIC COMMENT

There was no public comment at this time.

## 4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest.

## 5. CONSENT AGENDA

- a. Consideration of the Minutes of October 25, 2016
- b. Consideration of Contract Award – Printing Services
- c. Consideration of the Investment Policy

Ken Prince, General Counsel, recommended removing the October 25, 2016 minutes from the consent for further review.

*Commissioner Johnson motioned for the City Board's approval of items 5(b) and 5(c). This action was seconded by Commissioner Vaillancourt and by unanimous vote of the Board of Commissioners for the City, items 5(b) and 5(c) was approved.*

*Commissioner Nelson motioned for the County Board's approval of items 5(b) and 5(c). This action was seconded by Commissioner Eager, and by unanimous vote of the Board of Commissioners for the County, items 5(b) and 5(c) was approved.*

## 6. INFORMATIONAL

- a. 2017 Federal and Agency Budget Update

Emily De La Guerra, Director of Finance and Administration, presented an update on the 2017 Federal Budget. Ms. De La Guerra's presentation included an overview of the Agency budget, the Federal Budget process, the 2017 budgeted funding levels, the 2017 developer fees, the 2017 expenditure levels, the 2017 net income, potential budget adjustments, and the budget timeline.

Commissioner Sablan asked Staff if they knew of any affiliated organizations, such as NAHRO, had any predictions on what will happen with the Federal Budget.

Preston Prince announced that he will hear more during his upcoming trip to Washington, DC.

No public comment.

b. Overview of Financing of Affiliated Limited Partnerships

Michael Duarte, Director of Planning & Community Development, presented an overview of the financing of affiliated limited partnerships within the Agency. Mr. Duarte's presentation included information on various funding sources including equity, soft financing and conventional debt for the following affiliated limited partnerships:

- Clovis Seniors Limited, LP (Silver Ridge)
- Fresno Villa Del Mar, LP
- Parc Grove Commons II, LP
- YEC Limited, LP (Yosemite Village)
- Kerman Acre, LP (Granada Commons)
- Sanger Seniors Ltd (Elderberry)
- Fresno Pacific Gardens, LP
- Renaissance at Santa Clara, LP
- Renaissance at Alta Monte, LP
- Fresno Renaissance at Trinity, LP
- Bridges at Florence, LP
- Parc Grove Commons Northwest, LP
- 802 Van Ness Avenue, LP
- Reedley Kings River Commons, LP
- Mendota RAD, LP
- Orange Cove RAD, LP
- Southeast Fresno RAD, LP
- Kingsburg Marion Villas, LP
- Viking Village Fresno RAD, LP
- Fultonia West/Cedar Heights Scattered Site, LP
- Firebaugh Gateway, LP
- Reedley Trailside Terrace, LP
- Fresno Edison Apartments, LP

- Lowell Neighborhood Project, LP
- Shockley Terrace LP

No public comment.

## 7. ACTION ITEMS – COMMISSIONERS MAY CONSIDER, APPROVE, DENY, AND/OR CONTINUE

### a. Consideration of the Cooperative Agreement – California Affordable Housing Agency

Michael Duarte recommended the Boards authorize entry into a Cooperative Agreement with the California Affordable Housing Agency (CalAHA).

Ken Price clarified the recommendation, explaining that the property being pursued is out of CalAHA's jurisdiction. CalAHA and the Fresno Housing Authority must have a cooperative agreement allowing the CalAHA to partner on a project within the City of Fresno.

Preston Prince added that Staff conducted a full analysis of the property and acknowledged that it is not in the best interest of the Agency to pursue the property.

No public comment.

*Commissioner Christensen motioned for the City Board's approval of the cooperative agreement with CalAHA. This action was seconded by Commissioner Johnson, and by unanimous vote of the Board of Commissioners for the City, the cooperative agreement was approved.*

*Commissioner Eager motioned for the County Board's approval of the cooperative agreement with CalAHA. This action was seconded by Commissioner Miller, and by unanimous vote of the Board of Commissioners for the County, the cooperative agreement was approved.*

## 8. COMMISSIONER'S REPORT

Commissioner Sablan and Commissioner Jones gave a brief overview of their experience at the 2016 National NAHRO Conference in New Orleans, LA.

Commissioner Sablan gave a brief overview of her experience at the 2016 National Housing Symposium, hosted by Ballard Spahr in Washington, DC on November 4, 2016.

Commissioner Scharton requested an update on the status of his replacement. Preston Prince acknowledged that the Mayor had received two applications.

## 9. EXECUTIVE DIRECTOR'S REPORT

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

- The Board Retreat will not be on December 2, 2016, but the evening event will still take place at 6 pm.
- Preston Prince announced a new strategy to build a connection between residents, Board Members, and Staff. Mr. Prince explained that a resident or a community member will pair up with a Commissioner or an Executive Staff member during the first quarter of 2017. This strategy can help give the Boards the opportunity to gain further insight on the community perspective when approving policies, programs, and partnerships.
- Preston Prince announced discussions with Blake Konczal, Executive Director at Fresno Regional Workforce Investment Board and Brian Angus, Chief Executive of Fresno EOC. The discussions were regarding putting together an Anti-Poverty Event sometime in February of 2017.
- FUSD will occupy the first floor of the Helm Home and this partnership will allow new opportunities and programs for residents. Tours will be available to the Boards upon requests.
- Professional photos for Executive Staff and Commissioners are taking place before the Board Meetings of November and December, 2016.
- Announced the following employee new employees:
  - Damien Rivera – Training and Development Analyst
  - Robert Kennedy - Senior Systems Administrator

## 10. CLOSED SESSION

There was a public comment from Rosanne Dominguez, President of Represented Staff of the Fresno Housing Authority. Ms. Dominguez gave a brief overview of the current union negotiations. Ms. Dominguez thanked the Boards and Administrative Staff for the efforts during negotiations.

The Boards went into closed session at approximately 6:11 p.m.

### CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)

Agency designated representatives: (Preston Prince, Tracewell Hanrahan, Emily De La Guerra, Angie Nguyen)

### PUBLIC EMPLOYMENT

Pursuant to Government Code §54597

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: 1911 Merced St., Fresno, CA (APNs: 466-206-50T and 51T)

Agency negotiator: Preston Prince

Negotiating parties: Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Fresno

Under negotiation: Terms

The Boards went into open session at approximately 7:02 p.m.

11. REPORT ON CLOSED SESSION ITEMS

There was no action to report.

12. 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 7:04 p.m.

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Preston Prince, Secretary to the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400


F (559) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/16

**BOARD MEETING:** 12/20/16

**AGENDA ITEM:** 7b

**AUTHOR:** Michael Duarte

**SUBJECT:** Consideration of Contract Renewals for Grounds Maintenance Services

### Executive Summary

The purpose of this memo is to update the Boards of Commissioners on the status of the Agency's Grounds Maintenance Services Contract, and to request approval to proceed with renewal contract awards to landscape maintenance contractors Central Valley Lawnsapes, J & H Landscape Gardening, and the Fresno Economic Opportunities Commission (Fresno EOC) to provide weekly, year-round, and routine grounds maintenance at the Agency's properties across the County and City of Fresno. The Boards originally approved these contracts in December 2015. Each contract was for an initial one-year term, with four (4) optional one-year extensions, for a total of five years. Staff is requesting exercise the first extension for a one-year period effective January 1, 2017 and ending on December 31, 2017.

### Fiscal Impact

The Agency would like to enter into contracts for Year 2 (1<sup>st</sup> Option). The annual Not-To-Exceed (NTE) contract amounts beginning with Year 2 (1<sup>st</sup> Option) are listed in the table below.

Term Year	Central Valley Lawnsapes	J & H Landscape Gardening	Fresno EOC
Year 1	\$502,239	\$38,860	\$3,600
<b>Year 2 (1<sup>st</sup> Option)</b>	<b>\$502,239</b>	<b>\$38,860</b>	<b>\$3,600</b>
Year 3 (2 <sup>nd</sup> Option)	\$502,239	\$38,860	\$3,600
Year 4 (3 <sup>rd</sup> Option)	\$502,239	\$38,860	\$3,600
Year 5 (4 <sup>th</sup> Option)	\$502,239	\$38,860	\$3,600
TOTAL (NTE)	\$2,008,956	\$155,440	\$14,400



**Recommendation**

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to execute the contracts with Central Valley Lawnsapes, J & H Landscape Gardening, and Fresno EOC in the amounts listed above.

**Background Information**

In June of 2015, the Agency published an RFP to solicit proposals from qualified landscape maintenance contractors to perform routine groundskeeping including mowing, trimming, and general cleaning at FH properties throughout the County and City. In response, the Agency received proposals from four landscaping companies: Briner and Sons, Central Valley Lawnsapes, Fresno EOC, and J & H Landscape Gardening.

The RFP methodology considers both price and technical factors when evaluating a proposal. Proposers had the opportunity to bid on 42 separate pricing lots, with each lot receiving its own price evaluation to determine the best overall value at each location. In the case of this RFP, cost was the most heavily weighted factor, with consideration also being given to technical approach and capabilities, previous successful performance, and Section 3 Business Concern status. Based on this assessment and following the compilation of scores, the selection committee consisting of staff from Assisted Housing, Property Management, and Asset Management, recommended awarding a contract to the firm who scored highest in each lot or site, which was Central Valley Lawnsapes, J & H Landscape Gardening, and the Fresno Economic Opportunities Commission (Fresno EOC). The Boards of Commissioners approved these contracts on December 15, 2015 (see December 2015 board packet for reference), and since that time, staff has been pleased with the services provided by each of the contractors.

**RESOLUTION NO.\_\_\_\_**  
**BEFORE THE BOARD OF COMMISSIONERS OF THE**  
**HOUSING AUTHORITY OF THE CITY OF FRESNO**

**RESOLUTION APPROVING AWARD AND EXECUTION OF CONTRACTS FOR**  
**GROUNDS MAINTENANCE SERVICES.**

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

WHEREAS, Central Valley Lawnsapes, J & H Landscapes, and Fresno Economic Opportunities Commission are responsive and responsible firms 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 enter into contracts with Central Valley Lawnsapes, J & H Landscapes, and Fresno Economic Opportunities Commission for grounds maintenance services for one year, beginning January 1, 2017, for an amount not to exceed \$502,239, \$38,860, and \$3,600, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2016, and will be renewable for up to three additional one-year terms 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 execute on behalf of the Housing Authority of the City of Fresno the  
aforementioned contracts and supporting documents with Central Valley Lawnsapes,  
J & H Landscapes, and Fresno Economic Opportunities Commission for grounds maintenance  
services.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2016. 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 AWARD AND EXECUTION OF CONTRACTS FOR**  
**GROUNDS MAINTENANCE SERVICES.**

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WHEREAS, Central Valley Lawnsapes, J & H Landscapes, and Fresno Economic Opportunities Commission are responsive and responsible firms who provided qualifications and prices that are most advantageous to the Housing Authority of the County 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 County of Fresno desires to enter into contracts with Central Valley Lawnsapes, J & H Landscapes, and Fresno Economic Opportunities Commission for grounds maintenance services for one year, beginning January 1, 2017, for an amount not to exceed \$502,239, \$38,860, and \$3,600, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2016, and will be renewable for up to three additional one-year terms 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 County of Fresno, or his designee, is hereby empowered and

authorized to execute on behalf of the Housing Authority of the County of Fresno the  
aforementioned contracts and supporting documents with Central Valley Lawnsapes,  
J & H Landscapes, and Fresno Economic Opportunities Commission for grounds maintenance  
services.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2016. 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 Mall  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/16

**BOARD MEETING:** 12/20/16

**AGENDA ITEM:** 7c

**AUTHOR:** Angie Nguyen

**SUBJECT:** Boys and Girls Clubs of Fresno County Agreement 2017

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### Executive Summary

The Housing Authority of the City of Fresno and the Housing Authority of Fresno County (FH) have had a long-standing partnership with the Boys and Girls Club of Fresno (B/G Club) for the delivery of social, educational, recreational, and prevention services to residents from public housing. The B/G Club currently provides afterschool programming and youth development services in the following communities: Del Rey, Firebaugh, Huron, Mendota, Orange Cove, Parlier, Pinedale, Reedley, and Sanger. In the City, youth may access services at any of the B/G Clubs strategically placed in East, West, Central, and South Fresno areas, including Clovis.

Financial support for the provision of services has been allocated to B/G Clubs with the highest levels of participation from public housing residents as verified via annual enrollments. However, limitations in the access to eligible funding and the need to support services targeted to other demographics within our housing programs, has resulted in a gradual decrease in funding as previously communicated to the Boards. Although a proposed five percent (5%) decrease in financial support to the B/G Club was recommended for fiscal year 2017 from last year's allocation, it is recommended that we maintain the FY2016 level of financial support to assist with B/G Club development of success metrics and reporting requirements. Adjustment of proposed activities and delivery of services will also be made in communities such as Huron and Sanger where other Clubs exist within close proximity to Fresno Housing properties.

The agencies continuously make adjustments throughout the year as new funding opportunities become available to aid in the alignment of goals and outcomes. The inclusion of B/G Club in initiatives that address our resident services priorities of Education, Health & Wellness, and Wage Progression remains a focus to our agency to serve as a benefit to our youth and families.

### Fiscal Year Comparison of Financial Support

The chart below reflects the financial support for services delivered by B/G Club in their respective fiscal years and jurisdictions.

	City	County
FY16	\$84,424	\$262,469
FY1	\$86,424	\$262,469
(+/-)	0	0

### Recommendation

It is our recommendation that the Boards of Commissioners authorize the execution of Service Agreements between FH and B/G Club for the amounts noted above for FY17. The Agreements will include, but not be limited to:

1. Operating term of January 1, 2017 to December 31, 2017
2. The name of the entity/jurisdiction providing the financial support and specify value (i.e. City, County, Limited Partnership).
  - a. Maintain financial support at FY2016 level.
3. Goals and Outcomes that align with FH Focus Areas for service delivery.
  - a. Frequency of invoicing and reporting.
  - b. Commitment to development of success metrics including attendance and programming outcome data.

### Sources for Financial Support

A total of six (6) Service Agreements will be executed to reflect the financial source for services in the County (1), City (1), and four (4) Limited Partnerships.

County LIPH Operating Funds and/or Reserves	City LIPH Operating Funds and/or Reserves	Limited Partnerships
Del Rey	Sequoia Courts	Orange Cove RAD, LP
Huron	Sequoia Courts Terrace	Mendota RAD, LP
Pinedale	Fairview Heights Terrace	Viking Village RAD, LP
Reedley	Sierra Plaza	Southeast Fresno RAD, LP
Parlier	DeSoto Gardens	
Firebaugh		
Sanger*		

\*Adjustment to delivery of services in Sanger will be made during the relocation and construction period.

**Fiscal Impact**

Financial support to the Boys & Girls Clubs will not decrease by 5% (\$17,344) as previously anticipated and remain the same as FY 2016. The contracted amounts are supported by Operating Funds and the Limited Partnerships as stated above. Contributions from other Limited Partnerships may be included when Services funds become available and as methods for delivery of services are adjusted during relocation and construction period in Sanger.

**Background Information**

The B/G Club of Fresno is a nationally recognized non-profit organization that is highly respected in our community. It is not uncommon for Public Housing Agencies throughout the nation to partner with B/G Clubs. Large metropolitan cities with high densities of youth have sought B/G Club partnerships to mediate the prevalence of risky behaviors; rural communities seek the same but with the added challenge of scarce resources. The geographic and demographic landscape of the City and County of Fresno poses both scenarios, particularly in the County where the B/G Club is often the only youth service provider within reach.

Representatives from the B/G Club of Fresno will provide a brief overview of FY16 outcomes and goals for FY17.



RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITIES OF THE CITY OF FRESNO**

**Boys and Girls Club of Fresno Service Agreement**

WHEREAS, the Housing Authority of the City of Fresno enters into agreement with Boys and Girls Club of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Health & Wellness, & Wage Progression; and,

WHEREAS, Boys and Girls Club of Fresno will be deliver services to residents in Sequoia Courts, Sequoia Courts Terrace, Sierra Plaza, Fairview Heights Terrace, Yosemite Village, DeSoto Gardens, Cedar Courts, and Viking Village; and,

WHEREAS, the Housing Authorities of the City of Fresno will compensate Boys and Girls Club of Fresno upon submission of invoice and report of such services up to the amount of \$86,424 for the operating period of January 1, 2017 to December 31, 2017;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby, authorizes the Executive Director or his designee to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said partnership.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF January, 2016. 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 BOARDS OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE FRESNO COUNTY

**Boys and Girls Club of Fresno Service Agreement**

WHEREAS, the Housing Authority of Fresno County enters into agreement with Boys and Girls Club of Fresno for social, educational, recreational and prevention program services to residents with emphasis on Education, Health & Wellness, and Wage Progression; and,

WHEREAS, Boys and Girls Club of Fresno will be deliver services to residents in Del Rey, Huron, Pinedale, Reedley, Parlier, Firebaugh, Sanger, Orange Cove, and Mendota; and,

WHEREAS, the Housing Authorities of the County of Fresno will compensate Boys and Girls Club of Fresno upon submission of invoice and report of such services up to the amount of \$262,469 for the operating period of January 1, 2017 to December 31, 2017;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Fresno County hereby authorizes the Executive Director or his designee to negotiate and execute a service agreement, its applicable amendments, and other ancillary documents in connection to said partnership.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF December, 2017. 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 Housing Authority of the City of Fresno (hereinafter "the Agency"), and **Boys and Girls Club of Fresno**, (hereinafter "the Contractor") is hereby entered into this 1st day of January, 2015.

Services pursuant to this contract shall begin on the 1<sup>st</sup> day of January 2015, and shall end on the 31<sup>st</sup> day of December, 2015, 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 calendar 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 or Housing Authority of the City of Fresno ("the Agency").** Any reference herein or within any Appendix to the "Fresno Housing Authority" or "Housing Authority of the City of Fresno" 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.

### **2.0 Services and Payment.**

**2.1 Scope of Services.** The services provided pursuant to this contract generally consist of those services for the Agency as described herein. Said services shall be provided on the dates and times determined in collaboration by the Agency and the Contractor at the designated locations. The Contractor agrees to perform social, educational, recreational, and prevention program services for the residents of the following properties within the City of Fresno:

Sequoia Courts, Sierra Plaza, Fairview Heights Terrace, Sequoia Courts Terrace, Yosemite Village, and DeSoto Gardens.

The Contractor shall perform services in a satisfactory and proper manner, and activities shall be carried out in group settings. Group size(s) shall be consistent with the adequate of number of residents needed to maximize benefit. Residents shall have access to extended learning opportunities to help them improve or maintain academic proficiency, prevent summer learning loss, and work through other social-emotional barriers that may impact their academic performance or behaviors. The Contractor will also provide opportunities to learn assertiveness techniques, resistance strategies, problem solving, decision-making skills, and stress reduction. Opportunities for parents or other adult caregivers will be included in group activities and invited to influence the overall direction of these activities.

The Contractor agrees to have ongoing efforts to recruit young people living in the above-mentioned housing units to participate in Club programming and activities. One full-time outreach coordinator and two half-time special program assistants will be employed in Southwest and Southeast Fresno City to facilitate activities for youth, serve as Contractor Liaison to the Agency, coordinate resident recruitment for participation, and evaluate effectiveness of programming.

Contractor will maintain weekly records containing descriptions of activities, events, and attendance by location. Identifying information such as address and other demographics will be collected by the Contractor and made available to the Agency to ensure that resident youth are being served. Adjustments to the contract may result if the funding is not proportionate to the attendance and participation.

## **2.2 Cost/Value of Services.**

**2.2.1 Contract Value.** The total Not-To-Exceed (NTE) value of this contract is:

**\$73,392.00**

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.

**2.2.2** The Contractor shall be reimbursed for services delivered to youth engaged in Club activities within the City of Fresno. Activities offered to youth will have a key focus in Education, Health and Wellness, and/or Wage Progression (Employment Skills). Efforts will be made to align activities with community initiatives and the Agency's Resident Services Goals. These Goals and Metrics will be provided on a data dashboard and periodic reviews will be scheduled to re-evaluate targets and objectives. Services rendered will be briefly summarized and attached to monthly invoices. A Quantitative and Qualitative outcomes report will be provided quarterly. The Resident Services Manager will be copied on all reports.

**2.3 Renewal Options.** This contract is initially executed for the period of one (1) years with the option, at the Agency's discretion and upon the availability of funding, of additional one-year option periods, with a five-percent (5%) decrease in funding upon renewal.

**2.4 Time Performance.** The Contractor will complete each assigned task as assigned by the Agency.

**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: Housing Management Department**  
**1331 Fulton Mall, Fresno, California 93721**

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

2.5.2.5 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.

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 and volunteers that have been investigated, tested and trained to carry out the activities described within this contract and 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: Scott Berry, Procurement Analyst**  
**1331 Fulton Mall, Fresno, California 93721**



- 4.5     **Licensing.** The Contractor shall also provide to the Agency a copy of the required local Business Tax License or non-profit status. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.
- 4.6     **Financial Viability and Regulatory Compliance.**
- 4.6.1     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.
- 4.6.2     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.
- 4.6.3     The Contractor further agrees to promptly disclose to the Agency any significant changes that impact its operations that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any significant changes within five (5) days of said actions shall constitute a material breach of this contract.
- 4.6.4     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 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(s) representing the Agency:

**Fresno Housing Authority**  
**Attn: Scott Berry, Procurement Analyst and;**  
**Angie Nguyen, Senior Manager**  
**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:

**Boys and Girls Club of Fresno**  
**Attn: Diane Carbray, Executive Director/CFO540 N. Augusta, Fresno, California 93701**

**9.0 Disputed Billings (Charges).**

**9.1 Procedures:** In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, 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 **24 CFR 85.36(i), 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-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, 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.** In addition to the requirements contained within Clause No. 5 of *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, 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.

- 12.4 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 NIOSH) 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.
- 12.7 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 use any subcontractors to accomplish any portion of the services described the contract.
- 12.10 Salaries and Expenses Relating to the Contractors Employees.** Unless otherwise stated, 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 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.

**12.0 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:

**12.1** 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.

**12.2** 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.

**12.3** 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.

**12.4 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:

**12.4.1** 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.

**12.4.2** 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.).

- 12.4.3 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.
- 12.4.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- 12.4.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).
- 12.4.6 HUD Information Bulletin 909-23 which is the following:
  - 12.4.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;
  - 12.4.6.2 Clean Air and Water Certification; and,
  - 12.4.6.3 Energy Policy and Conservation Act.
- 12.4.7 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.
- 12.4.8 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.

12.4.9 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.

13.0 **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.

13.1 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.

13.2 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.

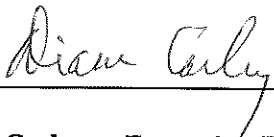
13.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 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.



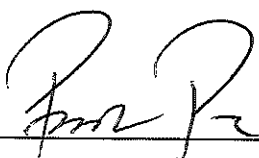
- 13.4 The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor 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.
- 13.5 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.
- 13.6 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.
- 13.7 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).
- 14.2 **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).

- 14.0 **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:

Boys and Girls Club of Fresno :

By:  Date: 4/21/15  
Diane Carbray, Executive Director/CFO

Fresno Housing Authority:

By:  Date: 4/24/15  
Preston Prince, CEO/Executive Director

## BOARD MEMO

O (559) 443-8400

F (559) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
Fresno Housing Authority

**FROM:** Preston Prince  
CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA** 

**AUTHOR:** Aurora Ibarra

**SUBJECT:** Update on 2016 Leasing and Housing Assistance Payments  
(HAP) Pacing for the Housing Choice Voucher (HCV) Program

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### Executive Summary

The U.S. Department of Housing and Urban Development (HUD) has used historical data as a benchmark to determine future funding for Housing Assistance Payments for the Housing Choice Voucher program, and this method will continue into Calendar Year (CY) 2017. The Housing Assistance Payment proration levels set for 2016 were set at 99.6% of 2015 HAP expenses. This level of funding allowed us to lease throughout the year and house as many families as was allowed by HUD.

The Agency also has 343 vouchers desingated for the Veterans Affairs Supportive Housing (VASH) program, all of which reside with the City HCV program. These vouchers are referral based and are tracked very closely and issued as quickly as families are referred from The United States Department of Veterans Affairs.

PHAs have two main funding sources to support voucher leasing:

1. Annual HAP renewal budget authority; and
2. Available funding in the PHA's restricted net assets (NRA) account at the beginning of the year which will eventually be converted to a program reserve balance.

### City HCV

HAP funding received for CY 2016 totaled \$39.7 million resulting from 99.6% proration, ending the year with \$5.2 million in total HAP reserves.

The overall projected voucher utilization for CY 2016 is 99.11%, ending the month of December at 102.31%.

### County HCV

HAP funding received for CY 2016 totaled \$32.7 million resulting from 99.6% proration, ending the year with \$2.7 million in total HAP reserves.

The overall projected voucher utilization for CY 2016 is 98.7%, ending the month of December at 97%.

Staff will be presenting additional information and analysis at the Boards of Commissioners meeting.

**Recommendation**

This item is informational only. No action is necessary.

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TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA ITEM:** 8b

**AUTHOR:** Michael Duarte

**SUBJECT:** Real Estate Development Update

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### Executive Summary

Staff will be providing a brief summary of 2016 real estate development activities, and also discuss potential 2017 pre-development projects.

### Recommendation

No action is necessary. This item is informational only.

## BOARD MEMO

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Fresno, California 93721  
TTY (800) 735-2929

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**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA** 

**AUTHOR:** Emily De La Guerra

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

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### 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 October 30, 2016. See attached presentation for details.

### Recommendation

No action is necessary. This item is informational only.



# *Update on HRFC Reserves*

*Boards of Commissioners Meeting  
December 20, 2016*

# 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 (as of 10/31/16)

<b>Cash Balance as of 12/31/2015</b>	<b>9.71</b>
<b>Jan-October 2016 Cash Inflow (Outflow):</b>	
802 Van Ness Loan Payment	0.27
Bridges at Florence Loan Payment	0.08
Iron Birds Loan Payments	0.06
Kerr Rug Sales Proceeds	0.61
Parc Grove II Loan Payment	0.75
Parc Grove NW Loan Payment	0.08
Pre-development Loans	(1.01)
Pyramid One (H-Loft) Loan Payments	0.06
San Ramon Loan Payment	0.09
Sierra Pointe Mortgages	0.29
Shockley Terrace Loan Draw	0.56
Management Fees	(0.15)
Homeless Grants	(0.19)
Reedley Kings River Loan Payment	0.07
Lowell Calaveras Loan Payment	0.19
Operating Expenses	(0.28)
<b>Cash Balance as of 10/31/2016</b>	<b>11.19</b>

- This list includes the major transactions that have already occurred this year
- Cash balance as of 10/31/16 is \$11.19 million

\*Amounts shown in millions of dollars

# Potential Cash Inflows

<b>Potential Inflows</b>	
<i>HOPE VI Sales Proceeds</i>	<i>1.20</i>
<i>Sierra Pointe Mortgage Payments</i>	<i>0.10</i>
<i>Viking Village Sales Proceeds</i>	<i>1.20</i>
<i>Argyle Sales Proceeds</i>	<i>0.50</i>
<i>Kings River Commons Loan Payment</i>	<i>0.48</i>
<b>Total</b>	<b>3.48</b>

- Staff estimates that HRFC will receive an estimated \$3.48 million in additional cash.
- Total amounts shown may change based on final applications and funding calculations.

\*Amounts shown in millions of dollars

# Outflows from HRFC

	Total Commitment	Total Expenditures through 10/31/16	Remaining Commitment
<b>Current Commitments</b>			
<i>Pre-developments Loans</i>			
Calaveras Court/Lowell	1.52	1.52	-
Edison Plaza Phase II	1.50	0.43	1.07
West Fresno Planning	0.25	0.07	0.18
Parc Grove NE-Veterans	0.80	0.31	0.49
General Pre-development	0.30	0.21	0.09
<i>RAD Pre-developments</i>			
Magill Terrace RAD	2.85	0.16	2.69
Highway City Comm. Build	0.25	0.05	0.20
Memorial Village	1.60	0.42	1.18
Other RAD Pre-development	0.25	0.04	0.21
<i>Construction Loans</i>			
Shockley Terrace RAD	0.63	0.63	-
Calaveras Court/Lowell	1.46	1.46	-
Marion Villa	1.50	1.10	-
Firebaugh Gateway	1.80	1.80	-
Reedley Trailside	1.74	1.74	-
Parc Grove NW	6.18	6.18	-
<i>Other Commitments</i>			
Homeless Grants	4.50	4.10	0.40
<b>Total Commitments</b>	<b>25.61</b>	<b>18.70</b>	<b>6.51</b>

- Table above shows current commitments, total expenditures as of 10/31/16, 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

<b>Current Cash Balance as of 10/31/2016</b>	<b>11.19</b>
Potential Inflows	3.48
Remaining Commitments	(6.51)
<b>Uncommitted Cash</b>	<b>8.16</b>

- Total cash at 10/31/16 is \$11.19 million
- Staff is conservatively estimating inflows of \$3.48 million, and \$6.51 million of commitments (not all to be spent in 2016)
- This leaves about \$8.16 million in uncommitted funds, which can be used for various purposes at the Boards discretion

\*Amounts shown in millions of dollars

**Questions or Comments?**


DRAFT

## BOARD MEMO

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
Fresno Housing Authority  
**DATE:** 12/15/2016  
**BOARD MEETING:** 12/20/2016  
**FROM:** Preston Prince   
CEO/Executive Director  
**AGENDA ITEM:** 8d  
**AUTHOR:** Blanca Navarro,  
Quality Assurance Analyst  
**SUBJECT:** Low Income Public Housing (LIPH)  
2017 Proposed Utility Allowance Schedules

### Executive Summary

In accordance with 24 CFR 965.507, Public Housing Agencies (PHA) shall review at least annually the basis on which utility allowances have been established for public housing units and, if reasonably required in order to continue adherence to the standards stated in §965.505, shall establish revised allowances. The review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates.

The agency contracted with The Nelrod Company for a utility allowance study for each unit type listed on the attached charts for public housing units in the City and County of Fresno. The study was conducted in compliance with the Public Housing Utility Allowance HUD Regulation 24 CFR 965, Subpart E. The average monthly consumption estimates for electricity and natural gas were developed by the Nelrod Company utilizing an engineering method. Based on the study results of the annual review, changes will be implemented effective February 1, 2017 to allow for a 60 day notice for public housing residents.

The Nelrod Company has prepared and recommended the attached utility allowance charts.

### Recommendation

The Low Income Housing Program does not require formal Board action related to the utility allowances. Informational item only.

### Fiscal Impact

The utility allowance is factored into the rent calculation formula, therefore, there is minimal to no fiscal impact to the agency or resident.

**Background**

Public Housing Agencies (PHAs) are required to provide utility allowances (24 CFR 965, SUBPART E) to families paying income-based or flat rents when the cost of utilities is not included in the rent. When determining a family's rent, the PHA must use the utility allowance for the type of dwelling unit leased by the family.

**Allowances for Tenant  
Furnished Utilities and other  
Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Multi-Family Low-Rise (1-4 Units) (LIHTC)</b>					Date (mm/dd/yyyy)		
Utility or Service <b>Energy Efficient</b>		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	a. Natural Gas	\$18.00	\$21.00	\$22.00	\$25.00	\$28.00	\$30.00	\$33.00	\$34.00
	b. Bottle Gas/Propane								
	c. Electric	\$9.00	\$11.00	\$14.00	\$16.00	\$19.00	\$22.00	\$24.00	\$26.00
	d. Electric Heat Pump	\$4.00	\$4.00	\$6.00	\$7.00	\$8.00	\$9.00	\$9.00	\$10.00
	e. Oil / Other								
Cooking	a. Natural Gas	\$3.00	\$4.00	\$5.00	\$5.00	\$7.00	\$8.00	\$9.00	\$10.00
	b. Bottle Gas/Propane								
	c. Electric	\$5.00	\$6.00	\$8.00	\$9.00	\$11.00	\$13.00	\$14.00	\$14.00
Other Electric (Lights & Appliances)		\$18.00	\$21.00	\$28.00	\$35.00	\$42.00	\$48.00	\$53.00	\$58.00
Air Conditioning		\$6.00	\$8.00	\$12.00	\$16.00	\$21.00	\$25.00	\$27.00	\$29.00
Water Heating	a. Natural Gas	\$9.00	\$10.00	\$14.00	\$18.00	\$20.00	\$22.00	\$24.00	\$26.00
	b. Bottle Gas/Propane								
	c. Electric	\$11.00	\$13.00	\$19.00	\$24.00	\$27.00	\$30.00	\$33.00	\$35.00
	d. Oil / Other								
Water		N/A							
Sewer									
Trash Collection									
Range / Microwave Tenant-supplied									
Refrigerator Tenant-supplied									
<b>Other-- CA Climate Credit \$-4.69</b>		<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>
<b>specify:</b>									
<b>Actual Family Allowances</b>					Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.					Heating		\$		
					Cooking		\$		
Name of Family					Other Electric		\$		
					Air Conditioning		\$		
					Water Heating		\$		
					Water		\$		
					Sewer		\$		
Address of Unit					Trash Collection		\$		
					Range / Microwave		\$		
					Refrigerator		\$		
					Other		\$		
					Other		\$		
Number of Bedrooms					Total		\$		





# **Allowances for Tenant Furnished Utilities and other Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Multi-Family Mid-Rise (5 or More Units) (LIHTC)</b>					Date (mm/dd/yyyy)		
Utility or Service <b>Energy Efficient</b>		Monthly Dollar Allowances							
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Heating	a. Natural Gas	\$9.00	\$10.00	\$12.00	\$13.00	\$15.00	\$16.00	\$18.00	\$19.00
	b. Bottle Gas/Propane								
	c. Electric	\$9.00	\$11.00	\$14.00	\$16.00	\$19.00	\$22.00	\$24.00	\$26.00
	d. Electric Heat Pump	\$4.00	\$4.00	\$6.00	\$7.00	\$8.00	\$9.00	\$9.00	\$10.00
	e. Oil / Other								
Cooking	a. Natural Gas	\$3.00	\$4.00	\$5.00	\$5.00	\$7.00	\$8.00	\$9.00	\$10.00
	b. Bottle Gas/Propane								
	c. Electric	\$5.00	\$6.00	\$8.00	\$9.00	\$11.00	\$13.00	\$14.00	\$14.00
Other Electric (Lights & Appliances)		\$18.00	\$21.00	\$28.00	\$35.00	\$42.00	\$48.00	\$53.00	\$58.00
Air Conditioning		\$6.00	\$8.00	\$12.00	\$16.00	\$21.00	\$25.00	\$27.00	\$29.00
Water Heating	a. Natural Gas	\$9.00	\$10.00	\$14.00	\$18.00	\$20.00	\$22.00	\$24.00	\$26.00
	b. Bottle Gas/Propane								
	c. Electric	\$11.00	\$13.00	\$19.00	\$24.00	\$27.00	\$30.00	\$33.00	\$35.00
	d. Oil / Other								
Water		N/A							
Sewer									
Trash Collection									
Range / Microwave Tenant-supplied									
Refrigerator Tenant-supplied									
<b>Other-- CA Climate Credit \$-4.69</b>		<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>	<b>-\$5.00</b>
<b>specify:</b>									
<b>Actual Family Allowances</b>					Utility or Service		per month cost		
To be used by the family to compute allowance. Complete below for the actual unit rented.					Heating		\$		
					Cooking		\$		
Name of Family					Other Electric		\$		
					Air Conditioning		\$		
					Water Heating		\$		
					Water		\$		
					Sewer		\$		
Address of Unit					Trash Collection		\$		
					Range / Microwave		\$		
					Refrigerator		\$		
					Other		\$		
					Other		\$		
Number of Bedrooms					Total		\$		



# **Allowances for Tenant Furnished Utilities and other Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>			Unit Type: <b>Apartment (Multi-Family)</b>				Date (mm/dd/yyyy)		
Utility or Service			Monthly Dollar Allowances						
			0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	a. Natural Gas		\$10.00	\$11.00	\$13.00	\$15.00	\$17.00	\$18.00	
	b. Bottle Gas/Propane								
	c. Electric		\$11.00	\$13.00	\$17.00	\$20.00	\$23.00	\$27.00	
	e. Oil / Other								
Cooking	a. Natural Gas		\$4.00	\$4.00	\$5.00	\$7.00	\$8.00	\$9.00	
	b. Bottle Gas/Propane								
	c. Electric		\$7.00	\$8.00	\$10.00	\$11.00	\$13.00	\$15.00	
Other Electric (Climate Credit, Lights, & Appliances)			\$18.00	\$21.00	\$30.00	\$30.00	\$47.00	\$57.00	
Air Conditioning			\$8.00	\$9.00	\$14.00	\$20.00	\$25.00	\$30.00	
Water Heating	a. Natural Gas		\$9.00	\$11.00	\$15.00	\$18.00	\$21.00	\$23.00	
	b. Bottle Gas/Propane								
	c. Electric		\$14.00	\$16.00	\$23.00	\$29.00	\$33.00	\$37.00	
	d. Oil / Other								
Water			N/A	N/A	N/A	N/A	N/A	N/A	
Sewer			N/A	N/A	N/A	N/A	N/A	N/A	
Trash Collection			N/A	N/A	N/A	N/A	N/A	N/A	
Range / Microwave Tenant-supplied			\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Refrigerator Tenant-supplied			\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	
Other--									
specify: <b>SoCal Gas Fee \$4.08</b>			\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	
<b>Actual Family Allowances</b>						Utility or Service per month cost			
To be used by the family to compute allowance. Complete below for the actual unit rented.						Heating			\$
						Cooking			\$
Name of Family						Other Electric			\$
						Air Conditioning			\$
Address of Unit						Water Heating			\$
						Water			\$
						Sewer			\$
						Trash Collection			\$
						Range / Microwave			\$
						Refrigerator			\$
Number of Bedrooms						Other			\$
						Other			\$
						Total			\$



The Nelrod Company 9/2016  
Update

form HUD-52667 (09/14)  
ref. Handbook 7420.8

**Allowances for Tenant Furnished  
Utilities and other Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Apartment (Multi-Family)</b>		Date (mm/dd/yyyy)			
Utility or Service		Monthly Dollar Allowances					
		6 BR	7 BR				
Heating	a. Natural Gas	\$20.00	\$21.00				
	b. Bottle Gas/Propane						
	c. Electric	\$29.00	\$31.00				
	e. Oil / Other						
Cooking	a. Natural Gas	\$10.00	\$11.00				
	b. Bottle Gas/Propane						
	c. Electric	\$17.00	\$18.00				
Other Electric (Climate Credit, Lights, & Appliances)		\$63.00	\$68.00				
Air Conditioning		\$40.00	\$43.00				
Water Heating	a. Natural Gas	\$25.00	\$27.00				
	b. Bottle Gas/Propane						
	c. Electric	\$40.00	\$42.00				
	d. Oil / Other						
Water		N/A	N/A				
Sewer		N/A	N/A				
Trash Collection		N/A	N/A				
Range / Microwave Tenant-supplied		\$12.00	\$12.00				
Refrigerator Tenant-supplied		\$13.00	\$13.00				
Other--							
specify: <b>SoCal Gas Fee \$4.08</b>		\$4.00	\$4.00				
<b>Actual Family Allowances</b>				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
Address of Unit				Water Heating		\$	
				Water		\$	
				Sewer		\$	
				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
Number of Bedrooms				Other		\$	
				Other		\$	
				Total		\$	



**The Nelrod Company 9/2016  
Update**

form HUD-52667 (09/14)  
ref. Handbook 7420.8

# **Allowances for Tenant Furnished Utilities and other Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Detached House (Single-Family)</b>				Date (mm/dd/yyyy)	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$22.00	\$26.00	\$29.00	\$32.00	\$35.00	\$38.00
	b. Bottle Gas/Propane						
	c. Electric	\$23.00	\$27.00	\$31.00	\$35.00	\$39.00	\$43.00
	e. Oil / Other						
Cooking	a. Natural Gas	\$4.00	\$4.00	\$5.00	\$7.00	\$8.00	\$9.00
	b. Bottle Gas/Propane						
	c. Electric	\$7.00	\$8.00	\$10.00	\$11.00	\$13.00	\$15.00
Other Electric (Climate Credit, Lights, & Appliances)		\$27.00	\$33.00	\$44.00	\$58.00	\$73.00	\$87.00
Air Conditioning		\$11.00	\$13.00	\$21.00	\$29.00	\$36.00	\$44.00
Water Heating	a. Natural Gas	\$9.00	\$11.00	\$15.00	\$18.00	\$21.00	\$23.00
	b. Bottle Gas/Propane						
	c. Electric	\$14.00	\$16.00	\$23.00	\$29.00	\$33.00	\$37.00
	d. Oil / Other						
Water		N/A	N/A	N/A	N/A	N/A	N/A
Sewer		N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other--							
specify: <b>SoCal Gas Fee \$4.08</b>		\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
<b>Actual Family Allowances</b>				Utility or Service		per month cost	
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$	
				Cooking		\$	
Name of Family				Other Electric		\$	
				Air Conditioning		\$	
				Water Heating		\$	
				Water		\$	
				Sewer		\$	
Address of Unit				Trash Collection		\$	
				Range / Microwave		\$	
				Refrigerator		\$	
				Other		\$	
				Other		\$	
Number of Bedrooms				Other		\$	
				Total		\$	



**The Nelrod Company 9/2016  
Update**

form HUD-52667 (09/14)  
ref. Handbook 7420.8

# **Allowances for Tenant Furnished Utilities and other Services**

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

OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Detached House (Single-Family)</b>		Date (mm/dd/yyyy)		
Utility or Service		Monthly Dollar Allowances				
		6 BR	7 BR			
Heating	a. Natural Gas	\$41.00	\$44.00			
	b. Bottle Gas/Propane					
	c. Electric	\$48.00	\$52.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$10.00	\$11.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Climate Credit, Lights, & Appliances)		\$95.00	\$103.00			
Air Conditioning		\$59.00	\$63.00			
Water Heating	a. Natural Gas	\$25.00	\$27.00			
	b. Bottle Gas/Propane					
	c. Electric	\$40.00	\$42.00			
	d. Oil / Other					
Water		N/A	N/A			
Sewer		N/A	N/A			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other--						
specify: <b>SoCal Gas Fee \$4.08</b>		\$4.00	\$4.00			
<b>Actual Family Allowances</b>				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$
				Cooking		\$
Name of Family				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
				Sewer		\$
Address of Unit				Trash Collection		\$
				Range / Microwave		\$
				Refrigerator		\$
				Other		\$
				Other		\$
Number of Bedrooms				Other		\$
				Total		\$



The Nelrod Company 9/2016  
Update

form HUD-52667 (09/14)  
ref. Handbook 7420.8



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES

### Chart 1

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Pacific Gardens Apts (EE Equip: Win,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,C)		\$19.00	\$24.00	\$30.00		
Natural Gas (H,WH)		\$12.00	\$14.00	\$17.00		
<b>Totals</b>		<b>\$31.00</b>	<b>\$38.00</b>	<b>\$47.00</b>		

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting

WS= Water Saving Appliances

**Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA NON-PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES Chart 2

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Pacific Gardens Apts (EE Equip: Win,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,C)		\$23.00	\$30.00	\$38.00		
Natural Gas (H,WH)		\$12.00	\$14.00	\$17.00		
<b>Totals</b>		<b>\$35.00</b>	<b>\$44.00</b>	<b>\$55.00</b>		

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting

WS= Water Saving Appliances

**Note: These utility allowances are calculated similar to the method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES

### Chart 1

UPDATE 2016

#### Building Type: Row House/Townhouse

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,WH)		\$36.00	\$47.00	\$58.00	\$71.00	
Natural Gas (H,C)		\$10.00	\$14.00	\$15.00	\$17.00	
<b>Totals</b>		<b>\$46.00</b>	<b>\$61.00</b>	<b>\$73.00</b>	<b>\$88.00</b>	

#### Building Type: Semi-Detached/Duplex

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)				\$26.00		
Natural Gas (H,WH,C)				\$35.00		
<b>Totals</b>				<b>\$61.00</b>		

#### Building Type: Detached House

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)					\$31.00	
Natural Gas (H,WH,C)					\$62.00	
<b>Totals</b>					<b>\$93.00</b>	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

**Note:** These utility allowances are calculated similar to method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.





# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA NON-PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES Chart 2

UPDATE 2016

### Building Type: Row House/Townhouse

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,WH)		\$49.00	\$65.00	\$82.00	\$99.00	
Natural Gas (H,C)		\$10.00	\$14.00	\$15.00	\$17.00	
<b>Totals</b>		<b>\$59.00</b>	<b>\$79.00</b>	<b>\$97.00</b>	<b>\$116.00</b>	

### Building Type: Semi-Detached/Duplex

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)				\$52.00		
Natural Gas (H,WH,C)				\$35.00		
<b>Totals</b>				<b>\$87.00</b>		

### Building Type: Detached House

Yosemite Village (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)					\$73.00	
Natural Gas (H,WH,C)					\$62.00	
<b>Totals</b>					<b>\$135.00</b>	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

**Note:** These utility allowances are calculated similar to method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.



**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA  
MIXED FINANCE PROPERTY - KERMAN ACRES APARTMENTS  
PUBLIC HOUSING UNITS**

**PROPOSED MONTHLY UTILITY ALLOWANCES  
Chart 1**

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Kerman Acres (EE Equip: Win-V,HP,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,C)				\$30.00	\$36.00	
Natural Gas (H,WH)				\$15.00	\$15.00	
<b>Totals</b>				<b>\$45.00</b>	<b>\$51.00</b>	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs where applicable.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

HP= Heat Pump

Ins= Insulation

WS= Water Saving Appliances

CFL= 100% Fluorescent Lighting

**Note: Public Housing utility allowances are calculated similar to method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA**  
**MIXED FINANCE PROPERTY - KERMAN ACRES APARTMENTS**  
 NON-PUBLIC HOUSING UNITS

**PROPOSED MONTHLY UTILITY ALLOWANCES**  
**Chart 2**

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Kerman Acres (EE Equip: Win-V,HP,Ins,WS,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,C)				\$40.00	\$50.00	
Natural Gas (H,WH)				\$15.00	\$15.00	
<b>Totals</b>				<b>\$55.00</b>	<b>\$65.00</b>	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs where applicable.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

HP= Heat Pump

Ins= Insulation

WS= Water Saving Appliances

CFL= 100% Fluorescent Lighting

**Note: Public Housing utility allowances are calculated similar to method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES

### Chart 1

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Parc Grove Commons (EE Equip: Win,H,WH,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (H,WH,C)		\$13.00	\$16.00	\$18.00	\$19.00	
<b>Totals</b>		<b>\$28.00</b>	<b>\$36.00</b>	<b>\$44.00</b>	<b>\$50.00</b>	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

WS= Water Saving Appliances

**Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA NON-PUBLIC HOUSING UNITS

## PROPOSED MONTHLY UTILITY ALLOWANCES

### Chart 2

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Parc Grove Commons (EE Equip: Win,H,WH,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)		\$19.00	\$26.00	\$34.00	\$41.00	
Natural Gas (H,WH,C)		\$13.00	\$16.00	\$18.00	\$19.00	
<b>Totals</b>		<b>\$32.00</b>	<b>\$42.00</b>	<b>\$52.00</b>	<b>\$60.00</b>	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

A/C= Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

WS= Water Saving Appliances

**Note: These utility allowances are calculated similar to the method used by each utility provider. They are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**



**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA  
MIXED FINANCE PROPERTY - PARC GROVE COMMONS NORTHWEST  
NON-PUBLIC HOUSING UNITS**

**PROPOSED MONTHLY UTILITY ALLOWANCES  
Chart 2**

UPDATE 2016

Building Type: Apartment/Multi-Family Walk-Up

Parc Grove Commons Northwest (EE Equip: Win,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C)		\$20.00	\$28.00	\$36.00	\$44.00	
Natural Gas (H,WH,C)		\$18.00	\$22.00	\$25.00	\$28.00	
<b>Totals</b>		<b>\$38.00</b>	<b>\$50.00</b>	<b>\$61.00</b>	<b>\$72.00</b>	

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs.

L&A= Lights & Appliances  
H= Space Heating  
WH= Water Heating  
C= Cooking

EE Equip= Energy Efficient Equipment  
Win= Windows  
Ins= Insulation  
WS= Water Saving Appliances

**Note: Public Housing utility allowances are calculated similar to method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.**

## BOARD MEMO

O (559) 443-8400

F (559) 445-8981

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


[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
Fresno Housing Authority

**FROM:** Preston Prince  
CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA I:**   
**AUTHOR:** Adam Smith  
Analyst-Quality Assurance

**SUBJECT:** New Utility Allowance for Single and Multi-Family Units HCV Program (Section 8)

---

### Executive Summary

In accordance with 24 CFR 982.517(c), Public Housing Agencies must review Utility Allowance (UA) schedules annually and revise allowances if there has been a change of 10% or more in the utility rate since the last UA schedule revision. For 2017, there was an increase in utility charges of more than 10% from 2016, thus revision to the UA schedule is required.

- PG&E and Southern California Gas Rates. For the 2017 review the agency contracted with The Nelrod Company for a utility allowance study regarding Pacific Gas and Electric and Southern California Gas rates for each category listed on form HUD-52667, Allowance for Tenant-Furnished Utilities and Other Services. Gas and electric rates changed by at least 10 percent and, therefore, Nelrod has provided updated schedules. It should be noted that although base rates changed by more than 10 percent, the individual categories will not necessarily change by that same rate.
- Water, Garbage, and Sewer Rates. Quality Assurance staff collected information regarding current water, garbage and sewer rates for the cities within Fresno County, including names of utility companies and the effective dates of the utility rates for each city canvassed.

Based on the results of our annual review, changes have been made to the attached UA schedules as listed below, effective January 1, 2017 for new contracts or at recertification for existing contracts:

1. **Single family** for tenant-furnished utilities as reflected in HUD-52667, and water, sewer, and garbage.
2. **Multi family** for tenant-furnished utilities as reflected in HUD-52667, and water, sewer, and garbage.

### 3. Utility allowances for medical equipment.

#### **Recommendation**

The utility allowance rates for the Housing Choice Voucher Program (Section 8) effective January 1, 2017 are for informational purposes only.

#### **Fiscal Impact**

The utility allowance is factored into the rent calculation formula therefore there is minimal impact to the agency or resident.

#### **Attachments**

- Attachment A: HUD Forms 52667, Single-Family, Multi-Family, and Medical Utility Allowances.
- Attachment B: Comparison Chart – Forms 52667
- Attachment C: Utility Rate Comparison Chart – PG&E and SoCal Gas
- Attachment D: Water / Sewer / Garbage Rates and Changes



**Allowances for Tenant Furnished  
Utilities and other Services**

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

 OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Apartment (Multi-Family)</b>		Date (mm/dd/yyyy) 1/1/2017																															
Utility or Service		Monthly Dollar Allowances																																	
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR																												
Heating	a. Natural Gas	\$10.00	\$11.00	\$13.00	\$15.00	\$17.00	\$18.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$11.00	\$13.00	\$17.00	\$20.00	\$23.00	\$27.00																												
	e. Oil / Other																																		
Cooking	a. Natural Gas	\$4.00	\$4.00	\$5.00	\$7.00	\$8.00	\$9.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$7.00	\$8.00	\$10.00	\$11.00	\$13.00	\$15.00																												
Other Electric (Climate Credit, Lights, & Appliances)		\$18.00	\$21.00	\$30.00	\$30.00	\$47.00	\$57.00																												
Air Conditioning		\$8.00	\$9.00	\$14.00	\$20.00	\$25.00	\$30.00																												
Water Heating	a. Natural Gas	\$9.00	\$11.00	\$15.00	\$18.00	\$21.00	\$23.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$14.00	\$16.00	\$23.00	\$29.00	\$33.00	\$37.00																												
	d. Oil / Other																																		
Water		N/A	N/A	N/A	N/A	N/A	N/A																												
Sewer		N/A	N/A	N/A	N/A	N/A	N/A																												
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A																												
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00																												
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00																												
Other--specify: SoCal Gas Fee \$4.08		\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00																												
<b>Actual Family Allowances</b>		<table border="1"> <thead> <tr> <th>Utility or Service</th> <th>per month cost</th> </tr> </thead> <tbody> <tr><td>Heating</td><td>\$</td></tr> <tr><td>Cooking</td><td>\$</td></tr> <tr><td>Other Electric</td><td>\$</td></tr> <tr><td>Air Conditioning</td><td>\$</td></tr> <tr><td>Water Heating</td><td>\$</td></tr> <tr><td>Water</td><td>\$</td></tr> <tr><td>Sewer</td><td>\$</td></tr> <tr><td>Trash Collection</td><td>\$</td></tr> <tr><td>Range / Microwave</td><td>\$</td></tr> <tr><td>Refrigerator</td><td>\$</td></tr> <tr><td>Other</td><td>\$</td></tr> <tr><td>Other</td><td>\$</td></tr> <tr><td>Total</td><td>\$</td></tr> </tbody> </table>						Utility or Service	per month cost	Heating	\$	Cooking	\$	Other Electric	\$	Air Conditioning	\$	Water Heating	\$	Water	\$	Sewer	\$	Trash Collection	\$	Range / Microwave	\$	Refrigerator	\$	Other	\$	Other	\$	Total	\$
Utility or Service	per month cost																																		
Heating	\$																																		
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Water	\$																																		
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Trash Collection	\$																																		
Range / Microwave	\$																																		
Refrigerator	\$																																		
Other	\$																																		
Other	\$																																		
Total	\$																																		
To be used by the family to compute allowance. Complete below for the actual unit rented.																																			
Name of Family																																			
Address of Unit																																			
Number of Bedrooms																																			


 The Nelrod Company 9/2016  
Update

 form HUD-52867 (09/14)  
ref. Handbook 7420.8

**Allowances for Tenant Furnished  
Utilities and other Services**

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

 OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Apartment (Multi-Family)</b>		Date (mm/dd/yyyy) 1/1/2017		
Utility or Service		Monthly Dollar Allowances				
		6 BR	7 BR			
Heating	a. Natural Gas	\$20.00	\$21.00			
	b. Bottle Gas/Propane					
	c. Electric	\$29.00	\$31.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$10.00	\$11.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Climate Credit, Lights, & Appliances)		\$63.00	\$68.00			
Air Conditioning		\$40.00	\$43.00			
Water Heating	a. Natural Gas	\$25.00	\$27.00			
	b. Bottle Gas/Propane					
	c. Electric	\$40.00	\$42.00			
	d. Oil / Other					
Water		N/A	N/A			
Sewer		N/A	N/A			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other-- specify: SoCal Gas Fee \$4.08		\$4.00	\$4.00			
<b>Actual Family Allowances</b>				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.  Name of Family _____  Address of Unit _____  Number of Bedrooms _____				Heating		\$
				Cooking		\$
				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
				Sewer		\$
				Trash Collection		\$
				Range / Microwave		\$
				Refrigerator		\$
				Other		\$
				Other		\$
				<b>Total</b>		\$


 The Nelrod Company 9/2016  
Update

 form HUD-52667 (09/14)  
ref. Handbook 7420.8

**Allowances for Tenant Furnished  
Utilities and other Services**U.S. Department of Housing and Urban  
Development  
Office of Public and Indian HousingOMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Detached House (Single-Family)</b>				Date (mm/dd/yyyy) 1/1/2017																													
Utility or Service		Monthly Dollar Allowances																																	
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR																												
Heating	a. Natural Gas	\$22.00	\$26.00	\$29.00	\$32.00	\$35.00	\$38.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$23.00	\$27.00	\$31.00	\$35.00	\$39.00	\$43.00																												
	e. Oil / Other																																		
Cooking	a. Natural Gas	\$4.00	\$4.00	\$5.00	\$7.00	\$8.00	\$9.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$7.00	\$8.00	\$10.00	\$11.00	\$13.00	\$15.00																												
Other Electric (Climate Credit, Lights, & Appliances)		\$27.00	\$33.00	\$44.00	\$58.00	\$73.00	\$87.00																												
Air Conditioning		\$11.00	\$13.00	\$21.00	\$29.00	\$36.00	\$44.00																												
Water Heating	a. Natural Gas	\$9.00	\$11.00	\$15.00	\$18.00	\$21.00	\$23.00																												
	b. Bottle Gas/Propane																																		
	c. Electric	\$14.00	\$16.00	\$23.00	\$29.00	\$33.00	\$37.00																												
	d. Oil / Other																																		
Water		N/A	N/A	N/A	N/A	N/A	N/A																												
Sewer		N/A	N/A	N/A	N/A	N/A	N/A																												
Trash Collection		N/A	N/A	N/A	N/A	N/A	N/A																												
Range / Microwave Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00																												
Refrigerator Tenant-supplied		\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00																												
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Utility or Service	per month cost																																		
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Other	\$																																		
Other	\$																																		
Total	\$																																		
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Name of Family																																			
Address of Unit																																			
Number of Bedrooms																																			

The Nelrod Company 9/2016  
Updateform HUD-52667 (09/14)  
ref. Handbook 7420.8

**Allowances for Tenant Furnished  
Utilities and other Services**

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

 OMB Approval No. 2577-0169  
(exp. 09/30/2017)

Locality: <b>Housing Authorities of the City &amp; County of Fresno, CA</b>		Unit Type: <b>Detached House (Single-Family)</b>		Date (mm/dd/yyyy) 1/1/2017		
Utility or Service		Monthly Dollar Allowances				
		6 BR	7 BR			
Heating	a. Natural Gas	\$41.00	\$44.00			
	b. Bottle Gas/Propane					
	c. Electric	\$48.00	\$52.00			
	e. Oil / Other					
Cooking	a. Natural Gas	\$10.00	\$11.00			
	b. Bottle Gas/Propane					
	c. Electric	\$17.00	\$18.00			
Other Electric (Climate Credit, Lights, & Appliances)		\$95.00	\$103.00			
Air Conditioning		\$59.00	\$63.00			
Water Heating	a. Natural Gas	\$25.00	\$27.00			
	b. Bottle Gas/Propane					
	c. Electric	\$40.00	\$42.00			
	d. Oil / Other					
Water		N/A	N/A			
Sewer		N/A	N/A			
Trash Collection		N/A	N/A			
Range / Microwave Tenant-supplied		\$12.00	\$12.00			
Refrigerator Tenant-supplied		\$13.00	\$13.00			
Other-- specify: SoCal Gas Fee \$4.08		\$4.00	\$4.00			
<b>Actual Family Allowances</b>				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.  Name of Family _____  Address of Unit _____  Number of Bedrooms _____				Heating	\$	
				Cooking	\$	
				Other Electric	\$	
				Air Conditioning	\$	
				Water Heating	\$	
				Water	\$	
				Sewer	\$	
				Trash Collection	\$	
				Range / Microwave	\$	
				Refrigerator	\$	
				Other	\$	
				Other	\$	
				Total	\$	


 The Nelrod Company 9/2016  
Update

 form HUD-52667 (09/14)  
ref. Handbook 7420.8

## ***Reasonable Accommodation Medical Equipment Allowances***

Pacific Gas & Electric Company

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	219	0.11958	\$26.00
Nebulizer	2	75	5	0.11958	\$1.00
Electric Hospital Bed	0.2	200	1	0.11958	\$1.00
Alternating Pressure Pad	24	70	51	0.11958	\$6.00
Low Air-Loss Mattress	24	120	88	0.11958	\$11.00
Power Wheelchair/Scooter	3	360	33	0.11958	\$4.00
CPAP Machine	10	30	9	0.11958	\$1.00

### ***Oxygen Concentrator***

Use per day varies, assume 12-14 hours a day.

The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

### ***Nebulizer***

A medicine delivery system used mostly for pediatric care.

Used 4-6 times a day for 20 minutes at a time at 75W.

### ***Semi/Fully Electric Hospital Bed***

Use depends on adjustments. 200 W.

### ***Alternating Pressure Pad***

An air-filled mattress overlay.

Used 24 hours a day for someone who is bed-ridden.

### ***Low Air-Loss Mattress***

Takes the place of mattress - air -filled pressurized mattress.

Cycles air around every 15-20 minutes.

### ***Power Wheelchairs and Scooters***

Need to be charged approximately 8 hours every 3 days.

Batteries are 120 V, 3 Amp, 360 W.

### ***CPAP Machine***

For Sleep Apnea. Runs only at night for people who have a tendency to stop breathing at night. At maximum pressure use is 40 Watts. On average - 30 Watts

Apartment (Multi-Family)										
Utility or Service		0			1			2		
		1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference
Heating	a Natural Gas	\$8	\$10	\$2	\$9	\$11	\$2	\$11	\$13	\$2
	b Bottle Gas/Propane									
	c Electric	\$10	\$11	\$1	\$12	\$13	\$1	\$15	\$17	\$2
	d Oil/Other									
Cooking	a Natural Gas	\$3	\$4	\$1	\$3	\$4	\$1	\$4	\$5	\$1
	b Bottle Gas/Propane									
	c Electric	\$6	\$7	\$1	\$7	\$8	\$1	\$9	\$10	\$1
Other Electric (Climate Credit, Lights, & Appliances)		\$16	\$18	\$2	\$19	\$21	\$2	\$27	\$30	\$3
Air Conditioning		\$7	\$8	\$1	\$8	\$9	\$1	\$13	\$14	\$1
Water Heating	a Natural Gas	\$8	\$9	\$1	\$9	\$11	\$2	\$13	\$15	\$2
	b Bottle Gas/Propane									
	c Electric	\$12	\$14	\$2	\$14	\$16	\$2	\$21	\$23	\$2
	d Oil/Other									
Water										
Sewer										
Trash Collection										
Range / Microwave Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0
Refrigerator Tenant-purchasing/leasing		\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0
Other Specify:	CA Climate Credit	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)
	SoCal Gas Fee	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

## Apartment (Multi-Family)

3			4			5			6			7		
1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference
\$13	\$15	\$2	\$14	\$17	\$3	\$16	\$18	\$2	\$18	\$20	\$2	\$18	\$21	\$3
\$18	\$20	\$2	\$21	\$23	\$2	\$24	\$27	\$3	\$26	\$29	\$3	\$28	\$31	\$3
\$6	\$7	\$1	\$7	\$8	\$1	\$8	\$9	\$1	\$8	\$10	\$2	\$9	\$11	\$2
\$10	\$11	\$1	\$12	\$13	\$1	\$14	\$15	\$1	\$15	\$17	\$2	\$16	\$18	\$2
\$34	\$30	(\$4)	\$42	\$47	\$5	\$51	\$57	\$6	\$56	\$63	\$7	\$62	\$68	\$6
\$18	\$20	\$2	\$23	\$25	\$2	\$27	\$30	\$3	\$30	\$40	\$10	\$32	\$43	\$11
\$16	\$18	\$2	\$18	\$21	\$3	\$20	\$23	\$3	\$22	\$25	\$3	\$23	\$27	\$4
\$26	\$29	\$3	\$30	\$33	\$3	\$33	\$37	\$4	\$36	\$40	\$4	\$38	\$42	\$4
\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0
\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0
(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)
\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

### Detached House (Single-Family)

Utility or Service		0			1			2		
		1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference
Heating	a Natural Gas	\$19	\$22	\$3	\$23	\$26	\$3	\$25	\$29	\$4
	b Bottle Gas/Propane									
	c Electric	\$21	\$23	\$2	\$25	\$27	\$2	\$28	\$31	\$3
	d Oil/Other									
Cooking	a Natural Gas	\$3	\$4	\$1	\$3	\$4	\$1	\$4	\$5	\$1
	b Bottle Gas/Propane									
	c Electric	\$6	\$7	\$1	\$7	\$8	\$1	\$9	\$10	\$1
Other Electric (Climate Credit, Lights, & Appliances)		\$25	\$27	\$2	\$29	\$33	\$4	\$40	\$44	\$4
Air Conditioning		\$10	\$11	\$1	\$12	\$13	\$1	\$19	\$21	\$2
Water Heating	a Natural Gas	\$8	\$9	\$1	\$9	\$11	\$2	\$13	\$15	\$2
	b Bottle Gas/Propane									
	c Electric	\$12	\$14	\$2	\$14	\$16	\$2	\$21	\$23	\$2
	d Oil/Other									
Water										
Sewer										
Trash Collection										
Range / Microwave Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0
Refrigerator Tenant-purchasing/leasing		\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0
Other Specify: CA Climate Credit		(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)
SoCal Gas Fee		\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0



### Detached House (Single-Family)

3			4			5			6			7		
1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference	1/2016	9/2016	Difference
\$28	\$32	\$4	\$30	\$35	\$5	\$33	\$38	\$5	\$35	\$41	\$6	\$38	\$44	\$6
\$32	\$35	\$3	\$35	\$39	\$4	\$39	\$43	\$4	\$43	\$48	\$5	\$46	\$52	\$6
\$6	\$7	\$1	\$7	\$8	\$1	\$8	\$9	\$1	\$8	\$10	\$2	\$9	\$11	\$2
\$10	\$11	\$1	\$12	\$13	\$1	\$14	\$15	\$1	\$15	\$17	\$2	\$16	\$18	\$2
\$52	\$58	\$6	\$67	\$73	\$6	\$83	\$87	\$4	\$92	\$95	\$3	\$101	\$103	\$2
\$26	\$29	\$3	\$33	\$36	\$3	\$40	\$44	\$4	\$43	\$59	\$16	\$46	\$63	\$17
\$16	\$18	\$2	\$18	\$21	\$3	\$20	\$23	\$3	\$22	\$25	\$3	\$23	\$27	\$4
\$26	\$29	\$3	\$30	\$33	\$3	\$33	\$37	\$4	\$36	\$40	\$4	\$38	\$42	\$4
\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0
\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0	\$13	\$13	\$0
(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)	(\$4)	(\$5)	(\$1)
\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0	\$4	\$4	\$0

**Comparison of Previous and Current Utility Rates**  
**Section 8 HCV Program**

**HOUSING AUTHORITIES OF  
THE CITY & COUNTY OF FRESNO, CA**

**NOTE: Bold print indicates additions or changes and gray print indicates removal.**

(There are many ways to determine a 10% change in utility rates and charges.  
We have chosen to use a simple aggregate of the absolute value of the percentage of change.)

**ELECTRIC**

**UPDATE 2016**

<b>Pacific Gas &amp; Electric Company (EL-1 CARE)</b>		<b>Rates</b>		<b>Difference</b>	
Description	Measurement	9/2015	9/2016	Amount	Percent
California Climate Credit*	per month	-\$4.13	<b>-\$4.69</b>		
<b>Total</b>		-\$4.13	-\$4.69	-\$0.56	<b>-14%</b>
Baseline Charge	per kwh	0.10741	<b>0.11929</b>	0.01188	
Excess Baseline (101%-130%)(101%-200%)	per kwh	0.12830	<b>0.14720</b>	0.01890	
Excess Baseline (over 130%)(over 200%)	per kwh	0.16467	<b>0.21661</b>	0.05194	
Energy Commission Tax	per kwh	0.00029	0.00029	0.00000	
<b>Tier-1 Total</b>		0.10770	0.11958	0.01188	<b>11%</b>
<b>Tier-2 Total</b>		0.12859	0.14749	0.01890	<b>15%</b>
<b>Tier-3 Total</b>		0.16496	0.21690	0.05194	<b>31%</b>
<b>Territory R</b>		<b>Total % of Change Tier-1</b>			<b>25%</b>

Summer: May - Oct, baseline 0-484 (15.6), Winter: Nov - Apr, baseline 0-341 (11)

\*Semi-annual climate credit changed from \$24.76 to \$28.14

**NATURAL GAS**

<b>Pacific Gas &amp; Electric Company (CARE)</b>		<b>Rates</b>		<b>Difference</b>	
Description	Measurement	9/2015	9/2016	Amount	Percent
Baseline Charge (Tier-1)	per therm	0.86757	<b>1.01022</b>	0.14265	
Excess Baseline (Tier-2)	per therm	1.23227	<b>1.47494</b>	0.24267	
G-PPPS Surcharge	per therm	0.06634	<b>0.08026</b>	0.01392	
G-SUR Surcharge	per therm	0.00303	<b>0.00248</b>	-0.00055	
CPUC Reimbursement Fee	per therm	0.00069	0.00069	0.00000	
<b>Tier-1 Total</b>		0.93763	1.09365	0.15602	<b>17%</b>
<b>Tier-2 Total</b>		1.30233	1.55837	0.25604	<b>20%</b>

Territory R - Baseline quantities changed.

Summer: Apr - Oct, baseline 0-14 (.46), Winter: Nov - Mar, baseline 56 (1.79)

<b>Southern California Gas Company (GR CARE)</b>		<b>Rates</b>		<b>Difference</b>	
Description	Measurement	9/2015	9/2016	Amount	Percent
Customer Charge (.16438 per day)	per month	\$5.10	\$5.10		
20% CARE Discount	per month	-\$1.02	-\$1.02		
<b>Total</b>		\$4.08	\$4.08	\$0.00	<b>0%</b>
Baseline Charge (Tier-1)	per therm	0.83117	<b>0.96404</b>	0.13287	
20% CARE Discount (Tier-1)	per therm	-0.16623	<b>-0.19281</b>	-0.02658	
Non-Baseline Charge (Tier-2)	per therm	1.09117	<b>1.22404</b>	0.13287	
20% CARE Discount (Tier-2)	per therm	-0.21823	<b>-0.24481</b>	-0.02658	
G-PPPS Surcharge	per therm	0.07526	<b>0.07607</b>	0.00081	
G-SRF Surcharge	per therm	0.00068	<b>0.00093</b>	0.00025	
<b>Tier-1 Total</b>		0.74088	0.84823	0.10735	<b>14%</b>
<b>Tier-2 Total</b>		0.94888	1.05623	0.10735	<b>11%</b>
<b>Climate Zone 2</b>		<b>Total % of Change Tier-1</b>			<b>14%</b>

Summer: May - Oct, baseline 0-15 (.473), Winter: Nov - Apr, baseline 0-57 (1.823)

Multi-Family Utility Comparison				
Locality	Utility	Fiscal Year 2016	Fiscal Year 2017	Percent Change
Biola	Water	\$35.00	\$35.00	0%
	Trash	\$18.84	\$18.84	0%
	Sewer	\$43.90	\$43.90	0%
	Total	\$97.74	\$97.74	0%
Caruthers	Water	\$40.00	\$40.00	0%
	Trash	\$48.24	\$48.24	0%
	Sewer	\$35.00	\$35.00	0%
	Total	\$123.24	\$123.24	0%
Clovis	Water	\$16.80	\$21.22	26%
	Trash	\$66.56	\$67.22	1%
	Sewer	\$57.66	\$57.66	0%
	Total	\$141.02	\$146.10	4%
Coalinga	Water	\$23.81	\$23.81	0%
	Trash	\$23.56	\$23.56	0%
	Sewer	\$15.68	\$15.68	0%
	Total	\$63.05	\$63.05	0%
Del Rey	Water	\$16.73	\$16.73	0%
	Trash	\$15.40	\$15.40	0%
	Sewer	\$42.47	\$42.47	0%
	Total	\$74.60	\$74.60	0%
Firebaugh	Water	\$24.11	\$24.11	0%
	Trash	\$23.77	\$23.77	0%
	Sewer	\$49.95	\$49.95	0%
	Total	\$97.83	\$97.83	0%
Fowler	Water	\$16.24	\$18.24	12%
	Trash	\$26.72	\$26.72	0%
	Sewer	\$26.28	\$26.28	0%
	Total	\$69.24	\$71.24	3%
Fresno	Water	\$24.17	\$30.57	26%
	Trash	\$32.98	\$32.98	0%
	Sewer	\$25.75	\$25.75	0%
	Total	\$82.90	\$89.30	8%
Huron	Water	\$27.44	\$27.44	0%
	Trash	\$23.90	\$20.36	-15%
	Sewer	\$26.00	\$26.00	0%
	Total	\$77.34	\$73.80	-5%
Kerman	Water	\$22.44	\$26.79	19%
	Trash	\$18.10	\$18.29	1%
	Sewer	\$19.14	\$19.89	4%
	Total	\$59.68	\$64.97	9%
Kingsburg	Water	\$29.63	\$30.80	4%
	Trash	\$27.20	\$32.20	18%
	Sewer	\$26.28	\$26.28	0%
	Total	\$83.11	\$89.28	7%

Multi-Family Utility Comparison				
Locality	Utility	Fiscal Year 2016	Fiscal Year 2017	Percent Change
Laton	Water	\$28.00	\$28.00	0%
	Trash	\$18.86	\$18.86	0%
	Sewer	\$41.00	\$41.00	0%
	Total	\$87.86	\$87.86	0%
Mendota	Water	\$34.45	\$34.45	0%
	Trash	\$16.60	\$16.60	0%
	Sewer	\$31.00	\$31.00	0%
	Total	\$82.05	\$82.05	0%
Orange Cove	Water	\$36.50	\$40.51	11%
	Trash	\$20.42	\$20.42	0%
	Sewer	\$24.20	\$29.33	21%
	Total	\$81.12	\$90.26	11%
Parlier	Water	\$18.50	\$18.50	0%
	Trash	\$21.86	\$21.86	0%
	Sewer	\$27.50	\$27.50	0%
	Total	\$67.86	\$67.86	0%
Pinedale	Water	\$19.87	\$19.87	0%
	Trash	\$32.98	\$32.98	0%
	Sewer	\$25.75	\$25.75	0%
	Total	\$78.60	\$78.60	0%
Reedley	Water	\$39.76	\$39.76	0%
	Trash	\$27.65	\$27.65	0%
	Sewer	\$49.35	\$43.92	-11%
	Total	\$116.76	\$111.33	-5%
Riverdale	Water	\$41.25	\$41.00	-1%
	Trash	\$14.00	\$12.79	-9%
	Sewer	\$39.00	\$39.00	0%
	Total	\$94.25	\$92.79	-2%
San Joaquin	Water	\$44.93	\$44.93	0%
	Trash	\$13.45	\$13.45	0%
	Sewer	\$47.78	\$47.78	0%
	Total	\$106.16	\$106.16	0%
Sanger	Water	\$26.85	\$24.27	-10%
	Trash	\$29.00	\$29.00	0%
	Sewer	\$39.86	\$35.88	-10%
	Total	\$95.71	\$89.15	-7%
Selma	Water	\$62.55	\$62.55	0%
	Trash	\$30.25	\$30.25	0%
	Sewer	\$26.28	\$26.28	0%
	Total	\$119.08	\$119.08	0%
Squaw Valley	Water	\$0.00	\$0.00	0%
	Trash	\$49.85	\$49.85	0%
	Sewer	\$0.00	\$0.00	0%
	Total	\$49.85	\$49.85	0%

Single-Family Utility Comparison				
Locality	Utility	Fiscal Year 2016	Fiscal Year 2017	Percent Change
Biola	Water	\$35.00	\$35.00	0%
	Trash	\$18.84	\$18.84	0%
	Sewer	\$43.90	\$43.90	0%
	Total	\$97.74	\$97.74	0%
Caruthers	Water	\$40.00	\$40.00	0%
	Trash	\$48.24	\$48.24	0%
	Sewer	\$35.00	\$35.00	0%
	Total	\$123.24	\$123.24	0%
Clovis	Water	\$16.80	\$21.22	26%
	Trash	\$66.56	\$67.22	1%
	Sewer	\$57.66	\$57.66	0%
	Total	\$141.02	\$146.10	4%
Coalinga	Water	\$23.81	\$23.81	0%
	Trash	\$23.56	\$23.56	0%
	Sewer	\$15.68	\$15.68	0%
	Total	\$63.05	\$63.05	0%
Del Rey	Water	\$16.73	\$16.73	0%
	Trash	\$15.40	\$15.40	0%
	Sewer	\$42.47	\$42.47	0%
	Total	\$74.60	\$74.60	0%
Firebaugh	Water	\$25.48	\$25.48	0%
	Trash	\$23.77	\$23.77	0%
	Sewer	\$49.95	\$49.95	0%
	Total	\$99.20	\$99.20	0%
Fowler	Water	\$16.24	\$18.24	12%
	Trash	\$26.72	\$26.72	0%
	Sewer	\$26.28	\$26.28	0%
	Total	\$69.24	\$71.24	3%
Fresno	Water	\$24.17	\$30.57	26%
	Trash	\$32.98	\$32.98	0%
	Sewer	\$25.75	\$25.75	0%
	Total	\$82.90	\$89.30	8%
Huron	Water	\$27.44	\$21.94	-20%
	Trash	\$23.90	\$20.36	-15%
	Sewer	\$26.00	\$26.00	0%
	Total	\$77.34	\$68.30	-12%
Kerman	Water	\$22.44	\$29.37	31%
	Trash	\$18.10	\$18.72	3%
	Sewer	\$19.14	\$31.61	65%
	Total	\$59.68	\$79.70	34%
Kingsburg	Water	\$29.63	\$35.50	20%
	Trash	\$27.20	\$29.70	9%
	Sewer	\$26.28	\$26.28	0%
	Total	\$83.11	\$91.48	10%


Single-Family Utility Comparison				
Locality	Utility	Fiscal Year	Fiscal Year	Percent Change
		2016	2017	
Laton	Water	\$28.00	\$28.00	0%
	Trash	\$18.86	\$18.86	0%
	Sewer	\$41.00	\$41.00	0%
	Total	\$87.86	\$87.86	0%
Mendota	Water	\$34.45	\$34.45	0%
	Trash	\$16.60	\$16.60	0%
	Sewer	\$31.00	\$31.00	0%
	Total	\$82.05	\$82.05	0%
Orange Cove	Water	\$36.50	\$40.51	11%
	Trash	\$20.42	\$20.42	0%
	Sewer	\$24.20	\$29.33	21%
	Total	\$81.12	\$90.26	11%
Parlier	Water	\$18.50	\$18.50	0%
	Trash	\$21.86	\$21.86	0%
	Sewer	\$27.50	\$27.50	0%
	Total	\$67.86	\$67.86	0%
Pinedale	Water	\$19.87	\$19.87	0%
	Trash	\$32.98	\$32.98	0%
	Sewer	\$25.75	\$25.75	0%
	Total	\$78.60	\$78.60	0%
Reedley	Water	\$39.76	\$39.76	0%
	Trash	\$27.65	\$33.54	21%
	Sewer	\$49.35	\$49.35	0%
	Total	\$116.76	\$122.65	5%
Riverdale	Water	\$41.25	\$41.00	-1%
	Trash	\$14.00	\$12.79	-9%
	Sewer	\$39.00	\$39.00	0%
	Total	\$94.25	\$92.79	-2%
San Joaquin	Water	\$44.93	\$44.93	0%
	Trash	\$13.45	\$13.45	0%
	Sewer	\$47.78	\$47.78	0%
	Total	\$106.16	\$106.16	0%
Sanger	Water	\$26.85	\$24.27	-10%
	Trash	\$29.00	\$29.00	0%
	Sewer	\$39.86	\$35.88	-10%
	Total	\$95.71	\$89.15	-7%
Selma	Water	\$62.55	\$62.55	0%
	Trash	\$30.25	\$30.25	0%
	Sewer	\$26.28	\$26.28	0%
	Total	\$119.08	\$119.08	0%
Squaw Valley	Water	\$0.00	\$0.00	0%
	Trash	\$49.85	\$49.85	0%
	Sewer	\$0.00	\$0.00	0%
	Total	\$49.85	\$49.85	0%

## BOARD MEMO

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
 Fresno Housing Authority  
**DATE:** 12/15/2016  
**BOARD MEETING:** 12/20/2016  
**FROM:** Preston Prince   
 CEO/Executive Director  
**AGENDA ITEM:** 9a  
**AUTHOR:** Blanca Navarro, Quality  
 Assurance Analyst  
**SUBJECT:** Mixed Finance and Internal Revenue Code Section 42  
 2017 Proposed Utility Allowance Schedules

### Executive Summary

The Utility Allowance (UA) schedules for Low Income Housing Tax Credit (LIHTC) developments and site specific mixed finance LIHTC properties that include Low Income Public Housing (LIPH) and/or Housing Choice Voucher (Section 8), and/or Project Based Rental Assistance (Section 8) are updated annually. The UA schedules will be made available to developers, including the Fresno Housing Authority (FH), of LIHTC properties throughout Fresno County. The California Tax Credit Allocation Committee (CTCAC) has provided guidance to LIHTC developers for estimates of utility allowances to refer to the local public housing authority or an energy consumption model estimate calculated using the most recent version of the California Utility Allowance Calculator developed by the California Energy Commission. CTCAC requires PHAs to formally take action to approve the LIHTC utility allowances. The average monthly consumption estimates for electricity and natural gas were developed by the Nelrod Company utilizing HUD's Utility Schedule Model (HUSM-Version 13). This model enables the user to calculate utility schedules by housing type after inputting utility rate information. The Internal Revenue Service (IRS) uses this model to determine utilities for its LIHTC program.

Projects developed under the Internal Revenue Code (IRC) Section 42, LIHTC program, similar to U.S. Dept. of Housing and Urban Development (HUD), United States Department of Agriculture (USDA) and several other agencies' programs, require the implementation of a utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing. Due to the complexity of the data required to develop the utility allowances, we have used the services of the Nelrod Company of Fort Worth, Texas, to develop these allowances.

Nelrod encountered some delays in completing the utility allowances for four (4) sites, including Viking Village, Southeast Fresno, Orange Cove, and Mendota. These Utility Allowance reports are anticipated to be available and presented in the January 2017 Board Meeting. The Nelrod Company has

prepared the following utility allowance schedules for the LIHTC programs and specific Mixed Finance properties:

**LIHTC Utility Allowance Schedules (2) for Energy Efficient Units and S/8 utility Allowances (4) for Non-Energy-Efficient units**

<b>Multi-Family Low-Rise (1 to 4 units) Existing Rehab</b>	<b>Energy Efficient only (others will use Section 8 utility allowances)</b>	<b>Electric/Gas</b>
<b>Multi-Family Mid-Rise (5 or more units) Existing Rehab</b>	<b>Energy Efficient only (others will use Section 8 utility allowances)</b>	<b>Electric/Gas</b>
<b>Apartment (Multi-Family, 0-5 BR)</b>	<b>Non-Energy Efficient (Section 8 utility allowances)</b>	<b>Electric/Gas</b>
<b>Apartment (Multi-Family, 6-7 BR)</b>	<b>Non-Energy Efficient (Section 8 utility allowances)</b>	<b>Electric/Gas</b>
<b>Detached House (Single Family, 0-5 BR)</b>	<b>Non-Energy Efficient (Section 8 utility allowances)</b>	<b>Electric/Gas</b>
<b>Detached House (Single Family, 6-7 BR)</b>	<b>Non-Energy Efficient (Section 8 utility allowances)</b>	<b>Electric/Gas</b>

**Site Specific Mixed Finance Charts (9).**

<b>Pacific Gardens Public Housing</b>	<b>Apartment/ Energy Efficient</b>	<b>Electric/Gas</b>
<b>Pacific Gardens Tax Credit</b>	<b>Apartment/ Energy Efficient</b>	<b>Electric/Gas</b>
<b>Yosemite Village Public Housing</b>	<b>Row House/TownHouse &amp; Semi –Detached/ Duplex /Detached</b>	<b>Electric/Gas</b>
<b>Yosemite Village Tax Credit</b>	<b>Row House/TownHouse &amp; Semi –Detached/ Duplex /Detached</b>	<b>Electric/Gas</b>
<b>Granada Commons Public Housing</b>	<b>Apartment/Multi-Family Walk-UP</b>	<b>Electric/Gas</b>
<b>Granada Commons Tax Credit</b>	<b>Apartment/Multi-Family Walk-UP</b>	<b>Electric/Gas</b>
<b>Parc Grove Commons Public Housing</b>	<b>Apartment/Multi-Family Walk-UP</b>	<b>Electric/Gas</b>
<b>Parc Grove Commons Tax Credit</b>	<b>Apartment/Multi-Family Walk-UP</b>	<b>Electric/Gas</b>
<b>Parc Grove Commons North Tax Credit</b>	<b>Apartment/Multi-Family Walk-UP</b>	<b>Electric/Gas</b>



**Recommendation**

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached utility allowance rates for new construction, rehabilitation multi-family complexes and mixed finance projects in Fresno County for units developed under IRC Section 42 (LIHTC), to be effective February 1, 2017.

**Fiscal Impact**

The utility allowance is factored into the rent calculation formula, therefore there is minimal to no fiscal impact to the agency or resident.

**Background Information**

Owners of properties financed with Low Income Housing Tax Credits (LIHTC) must limit rents and incomes to no more than 60% of the Area Median Income (AMI) numbers published annually by HUD. Owners must include the cost of all resident paid utilities in the gross rent charged. To do this, they must obtain annual utility cost estimates for buildings in their LIHTC affordable housing property. Owners may obtain annual allowances from Public Housing Authorities that have jurisdiction, or in California, owners may utilize the California Utility Allowance Calculation developed by the California Energy Commission, for a particular area or they may obtain an estimate from the local utility company, if possible, based on building units with similar size and construction to buildings in the property. In addition, most owners elect percentages below 60% AMI - ranging from 30% to 60% of AMI. The same utility cost estimate numbers apply to the maximum gross rent limit elected by the owner and must therefore be deducted from that limit to obtain the net rent paid by households. The Utility Allowance schedule must be updated on a yearly basis or 10% increase. According to the Internal Revenue Section 1.42-10, for the Low-Income Housing Tax Credit Program, utility allowances must be reviewed and updated at least once during each calendar year. The annual review must take into account any changes in utility rates as well as any changes such as energy conservation measures which may affect the energy consumption of the building. Similar to the LIHTC program, the Low Income Public Housing (LIPH) program and Housing Choice Voucher (Section 8) program provide requirements for a utility allowance in determining tenant rents. A site specific utility allowance study is conducted on sites that have mixed finance. Mixed finance projects are funded with LIHTC, Public Housing and/or Housing Choice Voucher (Section 8).

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION ADOPTION MIXED FINANCE AND INTERNAL REVENUE CODE  
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2017**

**WHEREAS**, projects developed under the Internal Revenue Code (IRC) Section 42, Low Income Housing Tax Credits (LIHTC) programs, similar to U.S. Department of Housing and Urban Development, United States Department of Agriculture (USDA) and several other agencies' programs, require the implementation of the utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing and,

**WHEREAS**, the annual update to the Utility Allowance (UA) schedule for LIHTC schedule for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH), and/or Housing Choice Voucher (Section 8); and/or Project Based Rental Assistance (PBRA) and,

**WHEREAS**, the utility allowance schedules are made available to developers and owners, including the Fresno Housing Authority (FH), of LIHTC properties throughout Fresno City; and;

**WHEREAS**, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated October 2016; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby adopt the proposed utility allowance schedules for new construction, rehabilitation multi families' complexes and mixed-finance projects in Fresno City for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

**PASSED AND ADOPTED THIS** 20<sup>th</sup> day of December, 2016. 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:

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Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF FRESNO COUNTY**

**RESOLUTION ADOPTION MIXED FINANCE AND INTERNAL REVENUE CODE  
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2017**

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**WHEREAS**, the annual update to the Utility Allowance (UA) schedule for LIHTC schedule for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH), and/or Housing Choice Voucher (Section 8); and/or Project Based Rental Assistance (PBRA) and,

**WHEREAS**, the utility allowance schedules are made available to developers and owners, including the Fresno Housing Authority (FH), of LIHTC properties throughout Fresno County; and;

**WHEREAS**, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated October 2016; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of Fresno County do hereby adopt the proposed utility allowance schedules for new construction, rehabilitation multi families' complexes and mixed-finance projects in Fresno County for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

**PASSED AND ADOPTED THIS** 20<sup>th</sup> day of December, 2016. 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



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING

## PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1 - City of Fresno, CA

UPDATE 2016

### Building Type: Semi-Detached/Duplex

Sequoia Courts CA-06/02 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$27.00	\$36.00	\$41.00	\$45.00	
<b>Totals</b>		<b>\$42.00</b>	<b>\$56.00</b>	<b>\$67.00</b>	<b>\$76.00</b>	

### Building Type: Semi-Detached/Duplex

Sierra Plaza CA-06/03 (EE Equip: Win,WH,Ins)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$23.00	\$30.00	\$35.00	\$39.00	
<b>Totals</b>		<b>\$38.00</b>	<b>\$50.00</b>	<b>\$61.00</b>	<b>\$70.00</b>	

### Building Type: Detached House

Sierra Plaza CA-06/03 (EE Equip: Win,WH,Ins)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$26.00	\$31.00	
Natural Gas (PG&E)				\$55.00	\$62.00	
<b>Totals</b>				<b>\$81.00</b>	<b>\$93.00</b>	

### Building Type: Semi-Detached/Duplex

Fairview Heights CA-06/04 (EE Equip: Win,WH,Ins)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$24.00	\$30.00	\$35.00	\$39.00	
<b>Totals</b>		<b>\$39.00</b>	<b>\$50.00</b>	<b>\$61.00</b>	<b>\$70.00</b>	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting

WS= Water Saving Appliances

# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING

## PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1 - City of Fresno, CA

### Building Type: Semi-Detached/Duplex

Sequoia Courts CA-06/05 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	\$37.00
Natural Gas (PG&E)		\$28.00	\$36.00	\$42.00	\$46.00	\$52.00
<b>Totals</b>		<b>\$43.00</b>	<b>\$56.00</b>	<b>\$68.00</b>	<b>\$77.00</b>	<b>\$89.00</b>

### Building Type: Semi-Detached/Duplex

Sierra Terrace CA-06/06 (EE Equip: Win,WH,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
Natural Gas (PG&E)		\$25.00	\$31.00	\$37.00	\$40.00	\$46.00
<b>Totals</b>		<b>\$38.00</b>	<b>\$49.00</b>	<b>\$60.00</b>	<b>\$68.00</b>	<b>\$79.00</b>

### Building Type: Detached House

Sierra Terrace CA-06/06 (EE Equip: Win,WH,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)						\$33.00
Natural Gas (PG&E)						\$74.00
<b>Totals</b>						<b>\$107.00</b>

### Building Type: Semi-Detached/Duplex

Monte Vista CA-06/07 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$28.00	\$36.00	\$42.00	\$45.00	
<b>Totals</b>		<b>\$43.00</b>	<b>\$56.00</b>	<b>\$68.00</b>	<b>\$76.00</b>	

### Building Type: Semi-Detached/Duplex

DeSoto II CA-06/26 (EE Equip: Win,WH,Ins,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$26.00	\$31.00	
Natural Gas (PG&E)				\$35.00	\$39.00	
<b>Totals</b>				<b>\$61.00</b>	<b>\$70.00</b>	



# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING

## PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 2 - County of Fresno, CA

UPDATE 2016

### Building Type: Semi-Detached/Duplex

Memorial Village, Magill Terrace CA-28/01,02,05 (EE Equip: Win)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$26.00	\$34.00	\$39.00	\$44.00	
<b>Totals</b>		<b>\$41.00</b>	<b>\$54.00</b>	<b>\$65.00</b>	<b>\$75.00</b>	

2-bedroom at Shockley Terrace includes detached house connected to maintenance shop.

### Building Type: Semi-Detached/Duplex

Sunset Terrace CA-28/03 (EE Equip: Win, Ins, WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (SoCalGas)		\$26.00	\$31.00	\$36.00	\$40.00	
<b>Totals</b>		<b>\$41.00</b>	<b>\$51.00</b>	<b>\$62.00</b>	<b>\$71.00</b>	

### Building Type: Semi-Detached/Duplex

Cazares Terrace I CA-28/06 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$32.00	\$39.00	\$45.00	\$51.00	
<b>Totals</b>		<b>\$45.00</b>	<b>\$57.00</b>	<b>\$68.00</b>	<b>\$79.00</b>	

### Building Type: Semi-Detached/Duplex

Helsem Terrace CA-28/07 (EE Equip: Win, WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$27.00	\$36.00	\$41.00	\$45.00	
<b>Totals</b>		<b>\$42.00</b>	<b>\$56.00</b>	<b>\$67.00</b>	<b>\$76.00</b>	

A monthly average cost of the summer and winter adjustments were used for the total costs.

L&A= Lights & Appliances  
H= Space Heating  
WH= Water Heating  
C= Cooking

EE Equip= Energy Efficient Equipment  
Win= Windows  
Ins= Insulation  
CFL= 100% Fluorescent Lighting  
WS= Water Saving Appliances

**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA**  
PUBLIC HOUSING

**PROPOSED MONTHLY UTILITY ALLOWANCES**

Chart 2 - County of Fresno, CA

UPDATE 2016

Building Type: Semi-Detached/Duplex

Mendoza Terrace I CA-28/08 (EE Equip: Win,H,CFL,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$25.00	\$32.00	\$37.00	\$42.00	
<b>Totals</b>		<b>\$38.00</b>	<b>\$50.00</b>	<b>\$60.00</b>	<b>\$70.00</b>	

Building Type: Semi-Detached/Duplex

Taylor Terrace CA-28/10 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$30.00	\$38.00	\$44.00	\$49.00	
<b>Totals</b>		<b>\$43.00</b>	<b>\$56.00</b>	<b>\$67.00</b>	<b>\$77.00</b>	

Building Type: Semi-Detached/Duplex

Marcelli Terrace CA-28/11 (EE Equip: Win,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$26.00	\$34.00	\$39.00	\$44.00	
<b>Totals</b>		<b>\$39.00</b>	<b>\$52.00</b>	<b>\$62.00</b>	<b>\$72.00</b>	

Building Type: Semi-Detached/Duplex

Mendoza Terrace II CA-28/12 (EE Equip: Win,H,Ins,CFL,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$25.00	\$32.00	\$36.00	\$40.00	
<b>Totals</b>		<b>\$38.00</b>	<b>\$50.00</b>	<b>\$59.00</b>	<b>\$68.00</b>	

Building Type: Detached House

Mendoza Terrace II CA-28/12 (EE Equip: Win,H,Ins,CFL,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)					\$28.00	
Natural Gas (PG&E)					\$65.00	
<b>Totals</b>					<b>\$93.00</b>	

Building Type: Semi-Detached/Duplex

Cazares Terrace II CA-28/13 (EE Equip: Win,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00	\$28.00	\$33.00
Natural Gas (PG&E)			\$34.00	\$39.00	\$43.00	\$49.00
<b>Totals</b>			<b>\$52.00</b>	<b>\$62.00</b>	<b>\$71.00</b>	<b>\$82.00</b>

# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA PUBLIC HOUSING

## PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 2 - County of Fresno, CA

UPDATE 2016

Building Type: Detached House

Cazares Terrace II CA-28/13 (EE Equip: Win,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$23.00	\$28.00	\$33.00
Natural Gas (PG&E)				\$64.00	\$71.00	\$80.00
<b>Totals</b>				<b>\$87.00</b>	<b>\$99.00</b>	<b>\$113.00</b>

Building Type: Semi-Detached/Duplex

Oak Grove CA-28/15 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (SoCalGas)		\$26.00	\$33.00	\$37.00	\$40.00	
<b>Totals</b>		<b>\$41.00</b>	<b>\$53.00</b>	<b>\$63.00</b>	<b>\$71.00</b>	

Building Type: Detached House

Oak Grove CA-28/15 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$20.00	\$26.00	\$31.00	\$37.00
Natural Gas (SoCalGas)			\$48.00	\$56.00	\$63.00	\$70.00
<b>Totals</b>			<b>\$68.00</b>	<b>\$82.00</b>	<b>\$94.00</b>	<b>\$107.00</b>

Building Type: Semi-Detached/Duplex

Del Rey CA-28/18 (EE Equip: Win,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00	\$28.00	\$33.00
Natural Gas (SoCalGas)			\$31.00	\$35.00	\$39.00	\$42.00
<b>Totals</b>			<b>\$49.00</b>	<b>\$58.00</b>	<b>\$67.00</b>	<b>\$75.00</b>

Building Type: Detached House

Del Rey CA-28/18 (EE Equip: Win,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)					\$28.00	\$33.00
Natural Gas (SoCalGas)					\$59.00	\$66.00
<b>Totals</b>					<b>\$87.00</b>	<b>\$99.00</b>



**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA**  
PUBLIC HOUSING

**PROPOSED MONTHLY UTILITY ALLOWANCES**

Chart 2 - County of Fresno, CA

UPDATE 2016

**Building Type: Row House/Townhouse**

<b>Firebaugh Elderly CA-28/19</b> (EE Equip: H,Ins,CFL,WS)	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Electricity (PG&E)	\$15.00	\$15.00				
Natural Gas (PG&E)	\$25.00	\$25.00				
<b>Totals</b>	<b>\$40.00</b>	<b>\$40.00</b>				

**Building Type: Semi-Detached/Duplex**

<b>Laton Apartments CA-28/20</b> (EE Equip: Win)	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Electricity (PG&E)		\$15.00	\$20.00	\$26.00		
Natural Gas (SoCalGas)		\$25.00	\$31.00	\$35.00		
<b>Totals</b>		<b>\$40.00</b>	<b>\$51.00</b>	<b>\$61.00</b>		

**Building Type: Detached House**

<b>Laton Apartments CA-28/20</b> (EE Equip: Win)	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Electricity (PG&E)					\$31.00	\$37.00
Natural Gas (SoCalGas)					\$57.00	\$64.00
<b>Totals</b>					<b>\$88.00</b>	<b>\$101.00</b>

**Building Type: Semi-Detached/Duplex**

<b>San Joaquin Apartments</b> <b>CA-28/21 (EE Equip: CFL)</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Electricity (PG&E)			\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)			\$38.00	\$44.00	\$49.00	
<b>Totals</b>			<b>\$56.00</b>	<b>\$67.00</b>	<b>\$77.00</b>	

**Building Type: Detached House**

<b>San Joaquin Apartments</b> <b>CA-28/21 (EE Equip: CFL)</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>
Electricity (PG&E)					\$28.00	\$33.00
Natural Gas (PG&E)					\$83.00	\$93.00
<b>Totals</b>					<b>\$111.00</b>	<b>\$126.00</b>

# HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

## PUBLIC HOUSING

### PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 2 - County of Fresno, CA

UPDATE 2016

Building Type: Semi-Detached/Duplex

Biola Apartments CA-28/22 (EE Equip: Win,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$15.00	\$20.00	\$26.00	\$31.00	
Natural Gas (PG&E)		\$29.00	\$36.00	\$41.00	\$45.00	
<b>Totals</b>		<b>\$44.00</b>	<b>\$56.00</b>	<b>\$67.00</b>	<b>\$76.00</b>	

Building Type: Semi-Detached/Duplex

Huron Apartments CA-28/23 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	\$33.00
Natural Gas (PG&E)		\$30.00	\$38.00	\$44.00	\$49.00	\$57.00
<b>Totals</b>		<b>\$43.00</b>	<b>\$56.00</b>	<b>\$67.00</b>	<b>\$77.00</b>	<b>\$90.00</b>

Building Type: Row House/Townhouse

Pinedale Apartments II CA-28/24 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$13.00	\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)		\$29.00	\$36.00	\$42.00	\$46.00	
<b>Totals</b>		<b>\$42.00</b>	<b>\$54.00</b>	<b>\$65.00</b>	<b>\$74.00</b>	

Building Type: Semi-Detached/Duplex

Pinedale Apartments II CA-28/24 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00	\$28.00	
Natural Gas (PG&E)			\$40.00	\$46.00	\$53.00	
<b>Totals</b>			<b>\$58.00</b>	<b>\$69.00</b>	<b>\$81.00</b>	

Building Type: Detached House

Pinedale Apartments II CA-28/24 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$23.00	\$28.00	\$33.00
Natural Gas (PG&E)				\$81.00	\$89.00	\$100.00
<b>Totals</b>				<b>\$104.00</b>	<b>\$117.00</b>	<b>\$133.00</b>

Building Type: Semi-Detached/Duplex

Cardella Courts CA-28/30 (EE Equip:H,Ins,CFL,WS)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00		
Natural Gas (PG&E)			\$33.00	\$38.00		
<b>Totals</b>			<b>\$51.00</b>	<b>\$61.00</b>		

**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA**  
PUBLIC HOUSING

**PROPOSED MONTHLY UTILITY ALLOWANCES**

Chart 2 - County of Fresno, CA

UPDATE 2016

**Building Type: Row House/Townhouse**

Pinedale Apartments CA-28/32 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00		
Natural Gas (PG&E)			\$36.00	\$42.00		
<b>Totals</b>			<b>\$54.00</b>	<b>\$65.00</b>		

**Building Type: Semi-Detached/Duplex**

Pinedale Apartments CA-28/32 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)			\$18.00	\$23.00		
Natural Gas (PG&E)			\$40.00	\$46.00		
<b>Totals</b>			<b>\$58.00</b>	<b>\$69.00</b>		

**Building Type: Detached House**

Pinedale Apartments CA-28/32 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$23.00		
Natural Gas (PG&E)				\$81.00		
<b>Totals</b>				<b>\$104.00</b>		

**Building Type: Row House/Townhouse**

Wedgewood Commons CA-28-33 (EE Equip: Win)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)		\$21.00	\$27.00	\$33.00		
Natural Gas (PG&E)		\$20.00	\$23.00	\$28.00		
<b>Totals</b>		<b>\$41.00</b>	<b>\$50.00</b>	<b>\$61.00</b>		

**Building Type: Semi-Detached/Duplex**

DeSoto Gardens CA-28/38 (EE Equip: CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$23.00	\$28.00	
Natural Gas (PG&E)				\$45.00	\$51.00	
<b>Totals</b>				<b>\$68.00</b>	<b>\$79.00</b>	

**HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA**  
**PUBLIC HOUSING**

**PROPOSED MONTHLY UTILITY ALLOWANCES**

Chart 2 - County of Fresno, CA

UPDATE 2016

Building Type: Detached House

HOP	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (PG&E)				\$26.00		
Natural Gas (PG&E)				\$77.00		
<b>Totals</b>				<b>\$103.00</b>		

## BOARD MEMO

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince 

CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA ITEM:** 9b

**AUTHOR:** Emily De La Guerra

**SUBJECT:** 2017 Budgets for Agency Operations and Housing Assistance Payments

---

### Executive Summary

The purpose of this memo is to provide information to the Boards of Commissioners regarding the Agency's 2017 annual budgets for Agency Operations and Housing Assistance Payments for the Housing Choice Voucher program. These budgets set forth the expected revenues and expenses for the Agency by program, department, and division. The attachment provided with this memo shows the consolidation of over 80 programmatic budgets combined into six Agency divisions. Each budget, separately and together as a whole, is intended to ensure that the Fresno Housing Authority remains fiscally sound while investing in the Agency's future, and delivering services in accordance with our mission statement.

### 2017 Budget for Agency Operations

Over the past several years, there has been a continuous decline in federal funding for low-income housing programs. This disinvestment at the federal-level means that the Agency must continue to diversify its revenue streams, create efficiencies in its operations, and find creative ways to reduce expenses without causing detriment to our clients or our community. The goal of this budget is to provide a scenario to the Boards that continues to strengthen our internal operations and make key investments in our community, infrastructure, and human capital, while still facing uncertainty around funding levels for 2017.

The proposed budget for Agency Operations has revenues of \$41.7 million and operating and non-operating expenses totaling \$39.7 million, resulting in total net income of approximately \$2.0 million dollars. Staff is requesting to draw \$322 thousand from unrestricted reserves in 2017 to continue our investment in several strategic priorities, including Resident Services, Asset Management, and Program & Policy Impact Analysis. While it is always our goal to operate in a financial sustainable manner and sustain our current levels of reserves, we believe it is in the best interest of the Agency and our community to continue these key investments into 2017, despite funding uncertainty. Furthermore, as FY 2016 comes to a close, 3<sup>rd</sup> quarter results and year-end projections are better

than originally budgeted. Staff is expecting to add an additional \$200 thousand to unrestricted reserves, over our already budgeted surplus of \$360 thousand. Every effort was made during this budget process to operate more efficiently and effectively in the coming year. Ensuring long-term fiscal stability, preserving key assets, and improving our residents' quality of life continue to be the main goal of the Fresno Housing budget.

<b>2017 Operating Budget</b>	
Total Income	41.7
Total Expenses	37.9
<b>Net Operating Income</b>	<b>3.8</b>
Non-Operating Expenses	1.8
<b>Net Income</b>	<b>2.0</b>
<i>Unrestricted Net Income</i>	<i>(0.3)</i>

The highlights and assumptions for the 2017 Operations budget are as follows:

- The annual pro-ration for Administrative Fee Revenue is conservatively budgeted at 75% of eligibility for the Housing Choice Voucher (HCV) program. The 2016 Budget included a 69% pro-ration, and the Agency is currently receiving an 84% for FY 2016. Additionally, a 98% lease-up rate is budgeted for the HCV program in 2017, which further drives our HCV Administrative Fee revenue.
- Operating subsidy for the Public Housing program is budgeted at 90% of eligibility for FY 2017, which is the amount that was received in 2016 and was recommended by Republicans in the House and the Senate for the FY 2017 budget. 97% occupancy is projected for FH's public housing units.
- Developer Fees are budgeted at \$5.2 million for projects including Fresno RAD, City View @ Van Ness, Firebaugh Gateway, Edison Plaza, Memorial Village, Parc Grove Veterans, and Marion Villas.
- The recommended budget projects 231 regular full-time employees for 2017. This is a net decrease from our 2016 budget of 234 employees.
- Overall operating revenues and expenditures are projected to be higher in 2017 than in 2016, largely in part to additional grant funds that the Agency will be receiving (which must be expended in the same year), and Developer Fees and the subsequent fees paid to our development partners.

Additional information regarding the 2017 Agency Operations Budget will be presented at the Boards of Commissioners meeting.

## **2017 Budget for Housing Assistance Payment**

Housing Assistance Payments (HAP) are the subsidies paid to landlords on behalf of tenants participating in the Housing Choice Voucher program (formerly known as “Section 8”) and the Shelter Plus Care program. Expected revenues for 2015 are \$74.1 million and expenses of \$76.3 million, utilizing approximately \$2.2 million of restricted HAP reserves. These reserves are restricted by HUD, and can only to be used to make HAP payments to landlords in the event of a funding shortfall. Currently, the Agency has approximately \$7.8 million dollars in restricted HAP reserves.

2017 Housing Assistance Payments Budget	
Total HAP Income	74.1
Total HAP Expenses	76.3
Net HAP Income	(2.2)
Utilization of Restricted Assets	2.2

### **Fiscal Impact**

The fiscal impact of adopting the Agency Operations and Housing Assistance Payments budgets would be as follows:

- Total net income to the Agency for 2017 would be \$2.0 million dollars.
- Utilization of unrestricted reserves would be \$322 thousand dollars.
- Restricted net assets in the Housing Choice Voucher program would decrease by \$2.2 million dollars.

### **Recommendation**

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopted the 2017 budget for Agency Operations, and the 2017 budget for Housing Assistance Payments Budget.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION ADOPTING THE 2017 HOUSING AUTHORITY'S ANNUAL OPERATING  
BUDGET AND THE 2017 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2017 and ending December 31, 2017 has been presented for adoption before the Board of Commissioners of the Housing Authority of the City of Fresno at its open public meeting on December 20, 2016; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$41,693,668 and total expenses of \$39,643,681; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$74,075,943 and total expenses of \$76,270,048; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2017 and ending on December 31, 2017.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Preston Prince, Secretary of the Boards of Commissioners



RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION ADOPTING THE 2017 HOUSING AUTHORITY'S ANNUAL OPERATING  
BUDGET AND THE 2017 HOUSING ASSISTANCE PAYMENTS BUDGET**

WHEREAS, the Annual Operating Budget and the Housing Assistance Payments Budget for the Fresno Housing Authority for the fiscal year beginning January 1, 2017 and ending December 31, 2017 has been presented for adoption before the Board of Commissioners of the Housing Authority of Fresno County at its open public meeting on December 20, 2016; and

WHEREAS, the Annual Operating Budget as presented for adoption reflects total revenues of \$41,693,668 and total expenses of \$39,643,681; and

WHEREAS, the Housing Assistance Payments Budget as presented for adoption reflects total revenues of \$74,075,943 and total expenses of \$76,270,048; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County adopt the Annual Operating Budget and the Housing Assistance Payments Budget beginning on January 1, 2017 and ending on December 31, 2017.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Preston Prince, Secretary of the Boards of Commissioners

Fresno Housing Authority  
Operating Budget

	2016 Budget						
	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	Affordable Housing	Total 2016 Budget
NET TENANT INCOME	-	-	-	-	4,965,913	1,962,833	6,928,746
TOTAL INTEREST INCOME	4,307	1,113,000	-	450	1,429	-	1,119,186
TOTAL OTHER INCOME	433,266	134,750	261,000	529,459	33,198	38,575	1,430,248
TOTAL ADMIN & MANAGEMENT FEE INCOME	6,893,237	60,000	-	-	739,509	-	7,692,747
TOTAL DEVELOPER FEE INCOME	-	-	5,071,917	-	-	-	5,071,917
TOTAL HUD GRANT INCOME	-	-	-	7,954,260	4,790,208	-	12,744,469
TOTAL OTHER GRANT INCOME	-	-	-	613,952	819,516	-	1,433,468
TOTAL INCOME	7,330,810	1,307,750	5,332,917	9,098,121	11,349,774	2,001,408	36,420,780
TOTAL PAYROLL EXPENSES	4,680,861	-	1,440,376	6,173,913	3,716,638	232,964	16,244,751
TOTAL ADMINISTRATIVE EXPENSES	2,708,010	827,635	1,349,296	4,615,479	2,723,567	157,584	12,381,571
TOTAL TENANT SERVICES EXPENSES	53,000	-	-	-	10,596	-	63,596
TOTAL UTILITY EXPENSES	126,050	-	-	-	1,708,967	189,888	2,024,905
TOTAL MAINTENANCE EXPENSES	391,748	50,000	8,500	42,500	1,480,550	500,880	2,474,179
TOTAL TAXES & INSURANCE EXPENSES	28,040	250	2,600	2,722	379,466	22,702	435,780
TOTAL EXPENSES	7,987,709	877,885	2,800,772	10,834,614	10,019,784	1,104,018	33,624,782
NET OPERATING INCOME	(656,899)	429,865	2,532,145	(1,736,493)	1,329,990	897,390	2,795,998
TOTAL NON-OPERATING EXPENSES	316,000	-	-	-	710,382	360,184	1,386,566
NET INCOME	(972,899)	429,865	2,532,145	(1,736,493)	619,608	537,206	1,409,432
UNRESTRICTED NET INCOME	(972,899)	-	2,532,145	(1,736,493)	-	537,206	359,959

	2017 Budget							\$ Variance	%Variance
	Core	Instrumentalities	Planning & Development	Assisted Housing	Housing Management	Affordable Housing	Total 2017 Budget		
	-	-	-	-	5,537,820	2,031,872	7,569,692	640,946	9%
	-	850,800	-	(141)	77,017	-	927,676	(191,510)	-17%
	940,298	430,400	25,752	919,954	133,866	27,555	2,477,825	1,047,577	73%
	8,225,798	150,000	-	10,961	78	-	8,386,837	694,090	9%
	-	-	5,185,792	-	-	-	5,185,792	113,875	2%
	-	-	-	9,132,822	4,969,291	-	14,102,113	1,357,644	11%
	-	-	-	2,185,668	827,645	30,420	3,043,733	1,610,265	112%
	9,166,096	1,431,200	5,211,544	12,249,264	11,545,717	2,089,847	41,693,668	5,272,888	14%
	5,941,548	-	1,194,986	6,668,740	2,847,970	273,951	16,927,195	682,444	4%
	3,414,896	609,800	1,804,394	5,408,146	2,387,791	156,774	13,781,801	1,400,230	11%
	53,000	-	-	1,697,019	16,880	4,835	1,771,734	1,708,138	2686%
	176,850	-	-	62,000	1,870,791	196,355	2,305,996	281,091	14%
	532,456	35,000	6,690	46,783	1,495,430	544,350	2,660,709	186,530	8%
	29,890	18,300	2,583	3,493	353,356	27,554	435,176	(604)	0%
	10,148,640	663,100	3,008,653	13,886,181	8,972,218	1,203,819	37,882,611	4,257,829	13%
	(982,544)	768,100	2,202,891	(1,636,917)	2,573,499	886,028	3,811,057	1,015,059	36%
	195,000	-	-	222,737	969,849	373,484	1,761,070	374,504	27%
	(1,177,544)	768,100	2,202,891	(1,859,654)	1,603,650	512,544	2,049,987	640,555	45%
	(1,177,544)	-	2,202,891	(1,859,654)	-	512,544	(321,763)	(681,722)	-189%

## BOARD MEMO

O (559) 443-8400

F (559) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA ITEM:** 9c

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Authorization of Assigned Designee(s) for Purposes of Signing Documents on Behalf of the CEO/Executive Director

---

### Executive Summary

The By-Laws for both the Housing Authority of the City of Fresno and Fresno County establishes that the CEO/Executive Director of the Housing Authority “shall have general supervision over the administration of its business and affairs, subject to direction of the Authority, and shall be charged with the management and projects of the Authority”. As Secretary and Treasurer of the Boards, the Executive Director/CEO executes documents, contracts and other instruments as authorized by the Boards.

At times, the duties of the Executive Director prevent them from being present to execute contracts and other instruments in a timely manner. Further, it is essential to the business of the Housing Authorities to maintain the most current authorizations to the financial institutions(s) with which we do business, and have the ability to process payments in a timely manner.

Most recently, the Boards took action in September 2015, allowing specified officers/employees, including the Deputy Executive Director and the Chief Financial Officer, to conduct Agency business, as approved by the Boards, along with or on behalf of the CEO/Executive Director. Additionally, the Boards approved that in addition to Agency Chiefs, Board-approved Agency Directors be authorized as second signers, as two signatures are required on every cash disbursement. Below is a summary of the current approved authorities compared to the proposed authorities, with the changes highlighted.

Activity Type	Current Authorizations	Proposed Authorizations
Executing Documents, Contracts, and Other Instruments	<ul style="list-style-type: none"> <li>- CEO/Executive Director</li> <li>- Deputy Executive Director</li> <li>- Chief Financial Officer</li> </ul>	<ul style="list-style-type: none"> <li>- CEO/Executive Director</li> <li>- Deputy Executive Director</li> <li>- Chief of Staff</li> </ul>
Conducting Banking Activities & Check Signing	<ul style="list-style-type: none"> <li>- CEO/Executive Director</li> <li>- Deputy Executive Director</li> <li>- Chief Financial Officer</li> <li>- Director of Strategic Initiatives &amp; Housing Programs</li> <li>- Director of Human Resources &amp; Organizational Development</li> <li>- Director of Planning &amp; Community Development</li> <li>- Director of Finance &amp; Administration</li> </ul>	<ul style="list-style-type: none"> <li>- CEO/Executive Director</li> <li>- Deputy Executive Director</li> <li>- Chief of Staff</li> <li>- Director of Human Resources &amp; Organizational Development</li> <li>- Director of Planning &amp; Community Development</li> <li>- Director of Finance &amp; Administration</li> </ul>

All actions and duties completed by, delegated or assigned by the CEO/Executive Director must conform with the Board-approved Internal Control Policy, Delegation of Authority Policy, Conflict of Interest Policy, and any other applicable rules or regulations.

#### **Fiscal Impact**

None.

#### **Recommendation**

It is recommended that the Boards of Commissioners adopt the resolutions assigning the designee(s) for the purpose of signing documents on behalf of the Authorities and the resolutions authorizing Officers to transact banking on behalf of the Agency.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING OFFICERS/EMPLOYEES  
TO ENTER INTO BANKING RELATIONSHIPS AND TRANSACT BUSINESS OF THE  
HOUSING AUTHORITY ALONG WITH OR ON BEHALF OF THE CEO/EXECUTIVE  
DIRECTOR**

WHEREAS, the Housing Authority of the City of Fresno periodically needs to enter into banking relationships with various financial institutions and transact the business of the Agency:

NOW THEREFORE, be it resolved as follows:

1. That any three (3) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and Angelina Nguyen, Chief of Staff; are together authorized to enter into deposit accounts, checking accounts, credit card accounts, cash management and service agreement(s) with financial institutions on behalf of this organization and to designate from time to time who may sign checks and otherwise give instructions regarding this organization's funds and accounts.
2. That any three (3) of the following officers: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and Angelina Nguyen, Chief of Staff; together are authorized to execute the bank documents necessary to establish and maintain facsimile signature agreements for the bank accounts.
3. That the accounts affected by this resolution are those at Bank of the West, Wells

Fargo, U.S. Bank, and other financial institutions legally appropriate to conduct the business of this organization.

4. That two (2) signatures will be required to negotiate checks. At least one of those signatures must be Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and/or Angelina Nguyen, Chief of Staff. The second signature may be that of a Director.

This authorization shall remain in full force and effect for the individuals who officially hold these positions at the Housing Authority of the City of Fresno.

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION ASSIGNING DESIGNEES FOR PURPOSES OF SIGNING DOCUMENTS  
ON BEHALF OF THE CEO/EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY OF  
THE CITY OF FRESNO

WHEREAS, Article II, Section 4 of the By-Laws for the Board of Commissioners of the Housing Authority of the City of Fresno establishes that the CEO/Executive Director of the Housing Authority is charged with the duty of keeping in safe custody the seal of the Housing Authority and shall have the power to affix such seal to all contracts, deeds, and other instruments on behalf of and those authorized to be executed by the Agency.

WHEREAS, the Board of Commissioners acknowledge that, at times, the CEO/Executive Director's duties prevent him from being present to execute contracts, deeds, and other instruments in a timely manner; and

WHEREAS, the Board of Commissioners acknowledge the need for a Designee(s) to be appointed on behalf of the CEO/Executive Director for such purposes as executing contracts and other instruments at the direction of the CEO/Executive Director when the CEO/Executive Director is unavailable to sign such documents.

NOW THEREFORE, be it hereby resolved as follows:

That in the absence of the CEO/Executive Director, Preston Prince; the Deputy Executive Director, Tracewell Hanrahan; and the Chief of Staff, Angelina Nguyen; are hereby authorized,

at the direction of the CEO/Executive Director, to execute contracts, deeds, or other instruments on behalf of the CEO/Executive Director and the Housing Authority.

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners



RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION AUTHORIZING OFFICERS/EMPLOYEES  
TO ENTER INTO BANKING RELATIONSHIPS AND TRANSACT BUSINESS OF THE  
HOUSING AUTHORITY ALONG WITH OR ON BEHALF OF THE CEO/EXECUTIVE  
DIRECTOR**

WHEREAS, the Housing Authority of Fresno County periodically needs to enter into banking relationships with various financial institutions and transact the business of the Agency:

NOW THEREFORE, be it resolved as follows:

1. That any three (3) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and Angelina Nguyen, Chief of Staff; are together authorized to enter into deposit accounts, checking accounts, credit card accounts, cash management and service agreement(s) with financial institutions on behalf of this organization and to designate from time to time who may sign checks and otherwise give instructions regarding this organization's funds and accounts.
2. That any three (3) of the following officers: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and Angelina Nguyen, Chief of Staff; together are authorized to execute the bank documents necessary to establish and maintain facsimile signature agreements for the bank accounts.
3. That the accounts affected by this resolution are those at Bank of the West, Wells

Fargo, U.S. Bank, and other financial institutions legally appropriate to conduct the business of this organization.

4. That two (2) signatures will be required to negotiate checks. At least one of those signatures must be Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director; and/or Angelina Nguyen, Chief of Staff. The second signature may be that of a Director.

This authorization shall remain in full force and effect for the individuals who officially hold these positions at the Housing Authority of Fresno County.

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners

**RESOLUTION NO. \_\_\_\_\_**  
**BEFORE THE BOARD OF COMMISSIONERS OF THE**  
**HOUSING AUTHORITY OF FRESNO COUNTY**

**RESOLUTION ASSIGNING DESIGNEES FOR PURPOSES OF SIGNING DOCUMENTS  
ON BEHALF OF THE CEO/EXECUTIVE DIRECTOR OF THE HOUSING AUTHORITY OF  
FRESNO COUNTY**

WHEREAS, Article II, Section 4 of the By-Laws for the Board of Commissioners of the Housing Authority of Fresno County establishes that the CEO/Executive Director of the Housing Authority is charged with the duty of keeping in safe custody the seal of the Housing Authority and shall have the power to affix such seal to all contracts, deeds, and other instruments on behalf of and those authorized to be executed by the Agency.

WHEREAS, the Board of Commissioners acknowledge that, at times, the CEO/Executive Director's duties prevent him from being present to execute contracts, deeds, and other instruments in a timely manner; and

WHEREAS, the Board of Commissioners acknowledge the need for a Designee(s) to be appointed on behalf of the CEO/Executive Director for such purposes as executing contracts and other instruments at the direction of the CEO/Executive Director when the CEO/Executive Director is unavailable to sign such documents.

NOW THEREFORE, be it hereby resolved as follows:

That in the absence of the CEO/Executive Director, Preston Prince; the Deputy Executive Director, Tracewell Hanrahan; and the Chief of Staff, Angelina Nguyen; are hereby authorized,

at the direction of the CEO/Executive Director, to execute contracts, deeds, or other instruments on behalf of the CEO/Executive Director and the Housing Authority.

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners

## BOARD MEMO

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince 

CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA ITEM:** 9d

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Approval of the Delegation of Purchasing Authority

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### Executive Summary

At the October 22, 2015 Boards of Commissioners meeting, the Boards adopted the Agency's updated Procurement Policy. Article 14 of the policy, Delegation of Contracting Authority, states that "...the Executive Director may delegate all purchasing authority as is necessary and appropriate to conduct the business of the Agency." Pursuant to this Article, staff has designated purchasing levels that reflect employee's ongoing operational activities, but that also ensure the appropriate level of internal review.

The table below outlines staff's recommended Purchasing Authority levels. These limits apply to all operating, capital, and non-routine expenditures. The original Delegated Purchasing Authority levels were approved by the Boards in November 2007. Since that time, several revisions have been brought to the Boards of Commissioners for various reasons including:

- Revisions to the Agency Procurement Policy;
- Agency organizational changes;
- New and/or updated position titles; and
- Changes to HUD-prescribed purchasing thresholds.

The last revision was presented and approved by the Boards of Commissioners in May 2012. This revision was made to account for changes in position titles and updates to the Procurement Policy. Similarly, staff is proposing revisions to the current authorization limits due to changes in position titles, changes to the HUD purchasing limits, and overall organizational leadership changes at the Agency.

Staff responsibilities as they pertain to these authorizations include the following:

- Staff must have an identified funding source prior to creating any Agency obligation. Agency obligations include, but are not limited to the following: approval of a purchase order, verbal or written instructions to a vendor or contractor to proceed with work, approval of an invoice, and any other action or combination of actions that create an obligation for the Agency.
- Procedures followed must comply with the Agency's Procurement Policy, and Conflict of Interest Policy.
- Individuals to whom purchasing authority has been granted are responsible for tracking orders, processing returns and ensuring that all purchases are compliant with governing laws regulations and policies.
- Employees shall not break purchases down into multiple small purchases in order to circumvent the limits imposed by the Delegation levels.
- Lastly, no portion of an employee's Purchasing Authority may be delegated to any other staff member, including direct reports.

Yardi workflows will be updated to ensure Board-approved purchasing limits and authorizations are observed. All payments, invoices, or other obligations entered into by staff are subject to review. Departures from the Procurement Policy and Delegation of Purchasing Authority guidance will be grounds for disciplinary action.

Position(s)	Current Authorization Limits	Proposed Authorization Limits
Boards of Commissioners	\$250,000 and above	\$250,000 and above
Executive Director/CEO	\$250,000	\$250,000
Executive Officers (includes COO, CFO, COS, Deputy Director)	\$25,000	\$150,000
Directors	not included	\$50,000
Senior Managers, Asst. Directors, Controller	\$10,000	\$25,000
Managers (Admin. Managers, HMD Managers, HCV Managers)	\$5,000	\$10,000
Senior Analyst, Senior Accountants, Office Supervisors, Area Managers, Assistant Managers	not included	\$3,000
Community Coordinators, Property Specialist	not included	\$1,000
Maintenance Workers	\$2,000	\$1,000
Accountants, Administrators, Analysts	\$500	\$500

Assistants, Admin Coordinators, Receptionist	\$500	\$500
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**Fiscal Impact**

None.

**Recommendation**

It is recommended that the Boards of Commissioners of the Housing Authorities of the City and County of Fresno adopt the proposed Delegation of Purchasing Authority.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE ADOPTION OF THE AGENCY DELEGATED  
PURCHASING LEVELS**

WHEREAS, the Boards of Commissioners originally adopted Delegation of Purchasing Authority on November 11, 2007; and

WHEREAS, there is need to revise the aforementioned Delegations to reflect updates in HUD guidance and Agency structure; and

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners do hereby rescind the aforementioned existing purchasing levels; and

BE IT FURTHER RESOLVED that the attached revised memo titled "Delegation of Purchasing Authority" be enacted;

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners



RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION APPROVING THE ADOPTION OF THE AGENCY DELEGATED  
PURCHASING LEVELS**

WHEREAS, the Boards of Commissioners originally adopted Delegation of Purchasing Authority on November 11, 2007; and

WHEREAS, there is need to revise the aforementioned Delegations to reflect updates in HUD guidance and Agency structure; and

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners do hereby rescind the aforementioned existing purchasing levels; and

BE IT FURTHER RESOLVED that the attached revised memo titled "Delegation of Purchasing Authority" be enacted;

PASSED AND ADOPTED THIS 20th day of December, 2016. 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 Board of Commissioners

## BOARD MEMO

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/2016

**BOARD MEETING:** 12/20/16

**AGENDA ITEM:** 9e

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Extension of General Legal Services Contracts

---

### Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's General Legal Services contracts from January 1, 2017 to December 31, 2017. The Agency currently has contracts with two different firms to provide General Legal Services: Baker, Manock, and Jensen PC of Fresno, CA and Ballard Spahr LLP of Baltimore, MD. The Agency feels it is advantageous to have contracts with both a local and a national legal firm, given the combination of both local and national issues with which the Agency commonly encounters.

### Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Baker, Manock, and Jensen PC for an annual amount not to exceed \$300,000 and extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$150,000. The 2017 Operations Budget includes funding for legal services expenditures.

### Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contracts of Baker, Manock, and Jensen PC, and Ballard Spahr LLP from January 1, 2017 to December 31, 2017 in the amounts of \$300,000 and \$150,000, respectively.

### Background Information

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). After all proposals were evaluated, the Agency entered into General Legal Services contracts with Baker, Manock, and Jensen PC and Ballard Spahr LLP in February 2014. This is the third extension covering the period noted above. Following this extension, there is one optional extension period remaining.

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF THE**

**HOUSING AUTHORITY OF THE CITY OF FRESNO**

**RESOLUTION AUTHORIZING THE EXTENSION OF GENERAL LEGAL SERVICES  
CONTRACTS**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Baker, Manock, & Jensen PC and Ballard Spahr LLP in February 2014 for general legal services; and

WHEREAS, Baker, Manock, & Jensen PC and Ballard Spahr LLP were the responsive and responsible firms 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 exercise its option to extend the contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP for general legal services for one year, beginning January 1, 2017, for an annual amount not to exceed \$300,000 and \$150,000, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2017, 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 the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the general legal services contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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 AUTHORIZING THE EXTENSION OF GENERAL LEGAL SERVICES  
CONTRACTS**

WHEREAS, the Housing Authority of Fresno County (the "Agency") procured and subsequently entered into a contract with Baker, Manock, & Jensen PC and Ballard Spahr LLP in February 2014 for general legal services; and

WHEREAS, Baker, Manock, & Jensen PC and Ballard Spahr LLP were the responsive and responsible firms 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 maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its option to extend the contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP for general legal services for one year, beginning January 1, 2017, for an annual amount not to exceed \$300,000 and \$150,000, respectively; and

WHEREAS, the term of said contracts will expire December 31, 2017, 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 the Board of Commissioners of the Housing Authority of Fresno County do hereby approve the one-year contract extension of the general legal services contracts with Baker, Manock, & Jensen PC and Ballard Spahr LLP, and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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 Mall  
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TTY (800) 735-2929

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**TO:** Boards of Commissioners  
Fresno Housing Authority  
**FROM:** Preston Prince  
CEO/Executive Director

**DATE:** 12/15/16

**BOARD MEETING:** 12/20/16

**AGENDA I** 

**AUTHOR:** Scott Fetterhoff  
Director of Human Resources &  
Organizational Development

**SUBJECT:** Extension of Human Resources Legal Services Contract

---

### Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's Legal Services contract for Human Resources from 1/1/17 to 12/31/17. The Agency currently has a contract with Atkinson, Andelson, Loya, Ruud & Romo to perform these services.

### Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Atkinson, Andelson, Loya, Ruud & Romo for an annual amount not to exceed \$150,000. The 2017 Operations Budget includes funding for legal services expenditures.

### Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contract of Atkinson, Andelson, Loya, Ruud & Romo from 1/1/17 to 12/31/17 in an amount not to exceed \$150,000.

### Background

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). After all proposals were evaluated, the Agency entered into a contract for legal counsel services for Human Resources matters with Atkinson, Andelson, Loya, Ruud & Romo in April 2014. The second extension was approved by the Boards of Commissioners on 12/15/15 for the period of 1/1/16 to 12/31/16. This is the third extension covering the period

noted above. Following this extension, there is one optional extension period remaining.



**RESOLUTION NO. \_\_\_\_\_**

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

**RESOLUTION AUTHORIZING THE EXTENSION OF LEGAL SERVICES FOR HUMAN  
RESOURCES CONTRACTS**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Atkinson, Andelson, Loya, Ruud & Romo in April 2014 for legal services relating to human resources; and

WHEREAS, Atkinson, Andelson, Loya, Ruud & Romo was the responsive and responsible firm 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 exercise its option to extend the contract with Atkinson, Andelson, Loya, Ruud & Romo for human resources legal services for one year, beginning January 1, 2017, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2017, 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 the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the human resources legal services contract with Atkinson, Andelson, Loya, Ruud & Romo and authorize Preston Prince, CEO/Executive Director, or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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 AUTHORIZING THE EXTENSION OF LEGAL SERVICES FOR HUMAN  
RESOURCES CONTRACTS**

WHEREAS, the Housing Authority of Fresno County (the "Agency") procured and subsequently entered into a contract with Atkinson, Andelson, Loya, Ruud & Romo in April 2014 for legal services relating to human resources; and

WHEREAS, Atkinson, Andelson, Loya, Ruud & Romo was the responsive and responsible firm 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 maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its option to extend the contract with Atkinson, Andelson, Loya, Ruud & Romo for human resources legal services for one year, beginning January 1, 2017, for an annual amount not to exceed \$150,000; and

WHEREAS, the term of said contract will expire December 31, 2017, 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 the Board of Commissioners of the Housing Authority of the County of Fresno do hereby approve the one-year contract extension of the human resources legal services contract with Atkinson, Andelson, Loya, Ruud & Romo and authorize Preston Prince, CEO/Executive Director, or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** December 15, 2016

**BOARD MEETING:** Dec. 20, 2016

**AGENDA ITEM:** 9g

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Extension of the Legal Services Contract for Matters Relating to the U.S. Department of Housing and Urban Development (HUD)

---

### Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's legal services contract for matters relating to HUD from January 1, 2017 to December 31, 2017. The Agency currently has a contract with Ballard Spahr LLP to perform these services, as approved by the Boards of Commissioners in April 2014.

### Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$50,000. The 2017 Operations Budget includes funding for legal services expenditures.

### Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contract of Ballard Spahr LLP from January 1, 2017 to December 31, 2017 in the amount of \$50,000.

### Background

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). Firms had the option to submit a proposal to provide various legal services including general legal, human resources legal services, development of affordable housing legal services, matters relating to HUD, and other legal services as needed. After all proposals were evaluated, the Agency entered into a legal counsel services contract for matters relating to HUD with Ballard Spahr LLP in April 2014 (see April 23, 2014 Board Packet for reference). The second extension was approved by the Boards of Commissioners in December 2015 for the period of January 1, 2016 to December 31, 2016. This is the third extension covering the period noted above. Following this extension, there is one optional extension period remaining.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING THE EXTENSION OF THE LEGAL SERVICES  
CONTRACT ON MATTERS RELATED TO THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD)**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for legal counsel services on matters related to HUD; and

WHEREAS, Ballard Spahr LLP was the responsive and responsible firm 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 exercise its option to extend the legal services contract with Ballard Spahr LLP for matters related to HUD for one year, beginning January 1, 2017, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2017, and will be renewable for up to one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension for legal services on matters related to HUD with Ballard Spahr LLP and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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 AUTHORIZING THE EXTENSION OF THE LEGAL SERVICES  
CONTRACT ON MATTERS RELATING TO THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD)**

WHEREAS, the Housing Authority of Fresno County (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for legal counsel services on matters related to HUD; and

WHEREAS, Ballard Spahr LLP was the responsive and responsible firm 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 exercise its option to extend the legal services contract with Ballard Spahr LLP for matters related to HUD for one year, beginning January 1, 2017, for an annual amount not to exceed \$50,000; and

WHEREAS, the term of said contract will expire December 31, 2017, and will be renewable for up to one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby approve the one-year contract extension of the legal services contract on matters related to HUD with Ballard Spahr LLP and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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

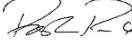
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**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** 12/15/16

**BOARD MEETING:** 12/20/16

**AGENDA ITEM:** 9h

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Extension of Legal Services Contract Related to the Development of Affordable Housing

### Executive Summary

The purpose of this memo is to seek the Boards' approval to extend the Agency's legal services contract related to the development of affordable housing from January 1, 2017 to December 31, 2017. The Agency currently has a contract with Ballard Spahr LLP to perform these services.

### Fiscal Impact

Though the requirements of future legal services are difficult to anticipate, based on historical use, the Agency would like to extend its contract with Ballard Spahr LLP for an annual amount not to exceed \$600,000. The majority of the legal costs associated with affordable housing are allocated to real estate development projects and are not funded by the housing authority directly, but by the limited partnership for which the work is completed.

### Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the legal services contract of Ballard Spahr LLP from January 1, 2017 to December 31, 2017 for an amount not exceed \$600,000 for matters related to the development of affordable housing.

### Background Information

In August of 2013, the Agency published an RFP to solicit for a variety of legal services. As a result of the RFP, the Agency received proposals from 15 legal firms (both local and national). Firms had the option to submit a proposal to provide various legal services including general legal, human resources legal services, development of affordable housing legal services, matters relating to HUD, and other legal services as needed. After all proposals were evaluated, the Agency entered into a legal services contract for matters related to the development of affordable housing with Ballard Spahr LLP in April 2014 (see April 23, 2014 Board Packet for reference). The second extension was approved by the Boards of Commissioners in December 2015 for the period of January 1, 2016 to December 31, 2016. This recommendation would be the third extension

covering the period noted above. Following this extension, there is one optional extension period remaining.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING THE EXTENSION OF THE LEGAL SERVICES  
CONTRACT FOR MATTERS RELATED TO THE DEVELOPMENT OF AFFORDABLE  
HOUSING**

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) procured and subsequently entered into a legal services contract with Ballard Spahr LLP in April 2014 for matters related to the development of affordable housing; and

WHEREAS, Ballard Spahr LLP was the responsive and responsible firm 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 exercise its option to extend the legal services contract with Ballard Spahr LLP for matters related to the development of affordable housing for one year, beginning January 1, 2017, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2017, and will be renewable for up to one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the one-year contract extension of the legal services contract for the development of affordable housing with Ballard Spahr LLP and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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 AUTHORIZING THE EXTENSION OF THE LEGAL SERVICES  
CONTRACT FOR THE DEVELOPMENT OF AFFORDABLE HOUSING**

WHEREAS, the Housing Authority of Fresno County (the "Agency") procured and subsequently entered into a contract with Ballard Spahr LLP in April 2014 for development of affordable housing related legal counsel services; and

WHEREAS, Ballard Spahr LLP was the responsive and responsible firm 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 maintain the continuity of the aforementioned services pertaining to cases in progress; and

WHEREAS, the Agency desires to exercise its option to extend the legal services contract with Ballard Spahr LLP for matters related to the development of affordable housing for one year, beginning January 1, 2017, for an annual amount not to exceed \$600,000; and

WHEREAS, the term of said contract will expire December 31, 2017, and will be renewable for up to one additional one-year term at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County do hereby approve the one-year contract extension for legal services related to the development of affordable housing with Ballard Spahr LLP and authorize Preston Prince, CEO/Executive Director or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF DECEMBER, 2016. 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) 445-8981

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

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners  
 Fresno Housing Authority

**FROM:** Preston Prince   
 CEO/Executive Director

**DATE:** December 15, 2016

**BOARD MEETING:** Dec. 20, 2016

**AGENDA ITEM:** 9i

**AUTHOR:** Michael Duarte

**SUBJECT:** Silver Ridge Apartments Refinancing

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### Executive Summary

Silvercrest, Inc., a California nonprofit corporation, is an affiliate of the Fresno Housing Authority and the managing general partner of Clovis Seniors Limited, LP (the "Partnership"), a California limited partnership, which is the owner of the Silver Ridge Senior Apartments ("Property or Project") located at 88 DeWitt Avenue in Clovis, CA.

The Partnership was initially formed to acquire, develop and own the Silver Ridge Senior Apartments, which includes 101 units, back in 1998. The initial financing package includes a 30 year mortgage with an interest rate substantially higher than is available in the current market. Additionally, other loans were provided to the Property by the City of Clovis, County of Fresno and Fresno Housing in the amount of \$500,000. The Partnership is now seeking to refinance the current mortgage and obtain a new 30 year fixed mortgage that would allow the debt to be restructured with more favorable terms. The refinance will help ensure the continued affordability and stabilization of the Property. The debt restructure will result in residual cash flow payments in favor of the Fresno Housing loan. Silvercrest will also earn a fee payment of \$25,000 in connection with the refinance.

As part of the refinance, it is proposed that the Fresno Housing loan originally provided to the Property in 1998 extend the maturity date from 2040 to 2050 as required by the new proposed lender, Freddie Mac. The Fresno Housing loan will be subordinate to the new senior mortgage lender as is typically required.

### Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution(s) as required to enable the debt refinance of the Silver Ridge Senior Apartments and further authorize Preston Prince, CEO/Executive Director, and/or Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute loan and ancillary documents in connection therewith.



## Fiscal Impact

No new or additional funding is being requested. The request is to modify terms of an existing loan provided by Fresno Housing in 1998.

Following is a summary of the existing and proposed new debt structures.

**Table 1: Current Financing Structure**

Source	Est. Amount	Annual Required Debt Service
1st Mortgage*	\$1,976,769	\$172,135
City of Clovis (EE-1)*	\$678,336	Residual Receipts
City of Clovis Loan *	\$253,530	Residual Receipts
Fresno Co. HOME Loan*	\$142,000	Residual Receipts
Fresno Housing Loan	\$500,000	Residual Receipts
<b>Total</b>	<b>\$3,550,635</b>	<b>\$172,135</b>

\* Loans to be retired.

**Table 2: New Financing Structure**

Source	Est. Amount	Annual Required Debt Service
1st Mortgage (New)	\$3,150,000	\$208,733
City of Clovis (EE-1)	\$0	
City of Clovis Loan	\$0	
Fresno Co. HOME Loan	\$0	
Fresno Housing Loan	\$500,000	Residual Receipts
<b>Total</b>	<b>\$3,650,000</b>	<b>\$208,733</b>

## Background Information

Silvercrest, Inc., a California nonprofit corporation, is an affiliate of the Fresno Housing Authority and the managing general partner of Clovis Seniors Limited, LP (the "Partnership"), a California limited partnership, along with Clovis Seniors, LLC, a California limited liability company, as the administrative general partner, and Conway Acquisition Family LP, a California limited partnership, and Zoggz Holdings LP, a California limited partnership, as the limited partners, is the owner of the Silver Ridge Senior Apartments ("Property or Project") located at 88 DeWitt Avenue in Clovis, CA.

The Fresno Housing Authority provided a \$500,000 loan at 0% interest to the Property to support the affordability of this development in 1998 with a maturity date of 2040. The City of Clovis and County of Fresno were also senior lenders to the Property.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION APPROVING THE REFINANCE, LOAN SUBORDINATION AND  
EXTENSION OF SAID MATURITY OF THE FRESNO HOUSING AUTHORITY LOAN IN  
CONNECTION WITH THE SILVER RIDGE SENIOR APARTMENTS

WHEREAS, the Clovis Seniors Limited, LP, was originally formed in 1998; and,

WHEREAS, the Partnership was formed to develop and own the Silver Ridge Senior Apartments consisting of 101 units and located at 88 DeWitt Avenue in Clovis, CA; and

WHEREAS, Silvercrest, Inc., a California nonprofit corporation and affiliate of the Fresno Housing Authority, is the managing general partner of Clovis Seniors Limited, LP; and

WHEREAS, the initial bank mortgage loan may be coming due and carries a high interest rate in comparison to what is currently available in the market place; and

WHEREAS, the refinance of the property will secure a new 30 year fixed mortgage that will help ensure it remains affordable and continue to operate as a low income rental property; and

WHEREAS, the approved debt restructure will allow repayment of various loans provided by the City of Clovis and County of Fresno; and

WHEREAS, the maturity date of a loan provided by the Housing Authority of Fresno County, in the amount of \$500,000, will be extended from 2040 to 2050; and

WHEREAS, it is necessary to subordinate the Fresno Housing Authority loan in the amount of \$500,000 to the proposed new senior lender.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute loan documents and other related documents in connection with the refinancing structure for Silver Ridge Senior Apartments.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION APPROVING THE REFINANCE, LOAN SUBORDINATION AND  
EXTENSION OF SAID MATURITY OF THE FRESNO HOUSING AUTHORITY LOAN IN  
CONNECTION WITH THE SILVER RIDGE SENIOR APARTMENTS

WHEREAS, the Clovis Seniors Limited, LP, was originally formed in 1998; and,

WHEREAS, the Partnership was formed to develop and own the Silver Ridge Senior Apartments consisting of 101 units and located at 88 DeWitt Avenue in Clovis, CA; and

WHEREAS, Silvercrest, Inc., a California nonprofit corporation and affiliate of the Fresno Housing Authority, is the managing general partner of Clovis Seniors Limited, LP; and

WHEREAS, the initial bank mortgage loan may be coming due and carries a high interest rate in comparison to what is currently available in the market place; and

WHEREAS, the refinance of the property will secure a new 30 year fixed mortgage that will help ensure it remains affordable and continue to operate as a low income rental property; and

WHEREAS, the approved debt restructure will allow repayment of various loans provided by the City of Clovis and County of Fresno; and

WHEREAS, the maturity date of a loan provided by the Housing Authority of Fresno County, in the amount of \$500,000, will be extended from 2040 to 2050; and

WHEREAS, it is necessary to subordinate the Fresno Housing Authority loan in the amount of \$500,000 to the proposed new senior lender.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute loan documents and other related documents in connection with the refinancing structure for Silver Ridge Senior Apartments.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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:** 12/15/2016

**BOARD MEETING:** 12/20/2016

**AGENDA ITEM:** 9j

**AUTHOR:** Dave Brenner

**SUBJECT:** Approval of Construction Contracts for Improvements Made  
Utilizing the Low-Income Weatherization Program

---

### Executive Summary

The Low Income Weatherization Program (LIWP) is a state-funded program designed to increase energy efficiency and reduce Green House Gas (GHG) emissions, for which the State will pay 80% of all project costs. In working with the LIWP program, Fresno Housing identified four properties – Mendota Farm Labor Housing (60 units), Maldonado Migrant (64 units), Parlier Migrant (132 units), and Orchard Apartments Farm Labor Housing (40 units) – in need of weatherization and modernization. After conducting energy audits, dual pane windows and high efficiency water heaters were determined to have the best benefit to the properties' residents and best value for the property budgets. Additional improvements that were identified and included in the scopes of work for the individual sites included attic insulation, refrigerators, high-efficiency centralized washing machines, smoke/carbon monoxide detectors, and laundry and bathroom fans.

Agency staff formally solicited bids for the LIWP projects on November 27, 2016 utilizing the Invitation for Bid (IFB) procurement methodology. The procurement was advertised in the Fresno Bee, as well as the NAHRO procurement website. Site walks occurred on December 7, 2016 and the formal bid opening happened on December 14, 2016. This process resulted in responses from seven contractors, which is considered "competitive" by the Agency's procurement standards.

The IFB methodology requires award to be made to the lowest-priced, responsive and responsible bidder. The proposals were evaluated based on price and the contractor's ability to complete the work within the time-frame. The LIWP program requires all work to be complete by April 1, 2017. Below is a summary of the bidders and the contract prices for each property/project.

Name of Bidder	Mendota Farm Labor Housing	Orchard Apartments (Farm Labor)	Maldonado Migrant	Parlier Migrant
	Water Heaters, Windows, Insulation,	Water Heaters, Windows, window trim repair, Bathroom/laundry fans	Water Heaters, CO/smoke detectors	Water heaters, windows
Yanez Construction (Reedley, CA)	<i>No bid</i>	\$264,050	<i>No bid</i>	\$609,150
STW Construction (Fresno, CA)	<i>No bid</i>	<b>\$232,000</b>	<i>No bid</i>	<i>No bid</i>
Beam and Co (Fresno, CA)	\$386,000	\$457,000	\$146,230	<i>No bid</i>
Vortex Construction (Bakersfield, CA)	<i>No bid</i>	<i>No bid</i>	<i>No bid</i>	\$670,743
Proteus Inc (Visalia, CA)	<i>No bid</i>	<i>No bid</i>	<i>No bid</i>	\$577,392
CWES, Inc (Fresno, CA)	<b>\$269,951</b>	\$256,044	<b>\$79,113</b>	<b>\$367,627</b>
KC Construction (Fresno, CA)	\$386,000	\$275,000	\$146,230	<i>No bid</i>

### Recommendation

It is recommended that the Board of Commissioners award the contracts to the successful bidders listed below:

- Mendota Farm Labor Housing – CWES, Inc. for an amount not-to-exceed \$269,951
- Orchard Apartments – STW Construction for an amount not-to-exceed \$232,000
- Maldonado Migrant – CWES, Inc. for an amount not-to-exceed \$79,113
- Parlier Migrant – CWES, Inc. for an amount not-to-exceed \$367,627

It is further recommended to authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the contract subject to satisfactory review and approval by legal counsel and a finalization of terms with the Low-Income Weatherization Program.

### Fiscal Impact

The LIWP program covers roughly 80% of the cost of upgrades. The remainder of the funds will be drawn from property reserves and will be included in the 2017 Capital Improvement Plan to be presented to the Boards of Commissioners in January 2017. LIWP payments are contingent on work being completed as specified in the bid scopes.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

**HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA**

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
MALDONADO MIGRANT CENTER LOW-INCOME WEATHERIZATION PROGRAM  
(LIWP) PROJECT**

WHEREAS, the Housing Authority of City of Fresno, California (the “Authority”) seeks to rehab and modernize low-income housing units throughout Fresno County (the “County”); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Maldonado Migrant Center; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Maldonado Migrant;

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$79,113; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$79,113.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 CITY OF FRESNO, CALIFORNIA**

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
MENDOTA FARM LABOR HOUSING LOW-INCOME WEATHERIZATION PROGRAM  
(LIWP) PROJECT**

WHEREAS, the Housing Authority of City of Fresno, California (the “Authority”) seeks to rehab and modernize low-income housing units throughout Fresno County (the “County”); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Mendota Farm Labor Housing; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Mendota Farm Labor Housing;

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$269,951; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$269,951.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 CITY OF FRESNO, CALIFORNIA

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
ORCHARD APARTMENTS LOW-INCOME WEATHERIZATION PROGRAM (LIWP)  
PROJECT**

WHEREAS, the Housing Authority of City of Fresno, California (the "Authority") seeks to rehab and modernize low-income housing units throughout Fresno County (the "County"); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Orchard Apartments; and,

WHEREAS, STW Construction was the lowest bidder with the capacity to accept an award of the submitted bids at Orchard Apartments;

WHEREAS, the Authority desires to enter into a contract with STW Construction for the services specified in their proposal, at a cost of \$232,000; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with STW Construction for \$232,000.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 CITY OF FRESNO, CALIFORNIA**

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
PARLIER MIGRANT CENTER LOW-INCOME WEATHERIZATION PROGRAM (LIWP)  
PROJECT**

WHEREAS, the Housing Authority of City of Fresno, California (the “Authority”) seeks to rehab and modernize low-income housing units throughout Fresno County (the “County”); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Parlier Migrant Center; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Parlier Migrant Center;

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$367,627; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$367,627.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
MALDONADO MIGRANT CENTER LOW-INCOME WEATHERIZATION PROGRAM  
(LIWP) PROJECT**

WHEREAS, the Housing Authority of Fresno County, CA (the "Authority") seeks to rehab and modernize low-income housing units throughout Fresno County (the "County"); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Maldonado Migrant Center; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Maldonado Migrant;

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$79,113; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$79,113.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
MENDOTA FARM LABOR HOUSING LOW-INCOME WEATHERIZATION PROGRAM  
(LIWP) PROJECT

WHEREAS, the Housing Authority of Fresno County, CA (the "Authority") seeks to rehab and modernize low-income housing units throughout Fresno County (the "County"); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Mendota Farm Labor Housing; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Mendota Farm Labor Housing; and

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$269,951; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$269,951.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
ORCHARD APARTMENTS LOW-INCOME WEATHERIZATION PROGRAM (LIWP)  
PROJECT**

WHEREAS, the Housing Authority of Fresno County, CA (the "Authority") seeks to rehab and modernize low-income housing units throughout Fresno County (the "County"); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Orchard Apartments; and,

WHEREAS, STW Construction was the lowest bidder with the capacity to accept an award of the submitted bids at Orchard Apartments; and,

WHEREAS, the Authority desires to enter into a contract with STW Construction for the services specified in their proposal, at a cost of \$232,000; and,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with STW Construction for \$232,000.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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 AWARD OF GENERAL CONTRACTOR SERVICES FOR THE  
PARLIER MIGRANT CENTER LOW-INCOME WEATHERIZATION PROGRAM (LIWP)  
PROJECT**

WHEREAS, the Housing Authority of Fresno County, CA (the "Authority") seeks to rehab and modernize low-income housing units throughout Fresno County (the "County"); and,

WHEREAS, the Authority aims to improve energy performance and reduce resident utility bills; and,

WHEREAS, the state-funded Low-Income Weatherization Program has made available funding for energy upgrades at low-income multi-family properties; and,

WHEREAS, the Authority released a request for bids on November 27, 2016 for General Contractor services Parlier Migrant Center; and,

WHEREAS, CWES, Inc was the lowest bidder with the capacity to accept an award of the submitted bids at Parlier Migrant Center and

WHEREAS, the Authority desires to enter into a contract with CWES, Inc for the services specified in their proposal, at a cost of \$367,627; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute on behalf of the Authority contracts with CWES, Inc for \$367,627.

PASSED AND ADOPTED THIS 20TH DAY OF DECEMBER, 2016. 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:** 12/15/16  
**BOARD MEETING:** 12/20/16  
**AGENDA:**   
**AUTHOR:** Scott Fetterhoff

Director of Human Resources

**SUBJECT:** Ratification of the Memorandum of Understanding with SEIU Local 521

### Executive Summary

On Tuesday, November 15, 2016, the Boards of Commissioners of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, tentatively approved a new Memorandum of Understanding (MOU) with the Service Employees International Union (SEIU), Local 521. This MOU is the guiding document for maintaining the relationship between Agency management and our Union-represented employees. The proposed MOU includes a one-year negotiated timeline for salary provisions, medical, dental, vision and life insurance benefits, and CalPERS 457 Plan employer match, which will commence on January 1, 2017 and expire on December 31, 2017. Given the current uncertainty around the future fiscal environment, management believes it would be most prudent to agree only to a one year deal on economic provisions. Management and the Union tentatively agreed to a three year negotiated timeline for non-economic, MOU articles, which will be effective November 1, 2016 and expire on October 31, 2019.

On Thursday November 17<sup>th</sup>, 2016 the SEIU Local 521 Bargaining Unit voted to approve the ratification of this MOU.

### Fiscal Impact

The total cost to the Agency for the economic provisions included in the tentative agreements is \$286,118. This cost will be included in the 2017 budget that will be brought to the Boards for approval prior to December 31, 2016.

### Recommendation

It is recommended that the Boards of Commissioners of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County ratify the economic and non-economic provision re-openers for the Memorandum of Understanding with SEIU Local 521.





**BEFORE THE BOARDS OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE CITY OF FRESNO**

**RESOLUTION NO.**

**RESOLUTION TO APPROVE THE RATIFICATION OF THE MEMORANDUM  
OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL  
UNION (SEIU) LOCAL 521**

WHEREAS, the management and staff of Fresno Housing Authority has met and conferred with representatives of the bargaining unit of SEIU Local 521 for the purposes of negotiating a new Memorandum of Understanding, and

WHEREAS, both parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have reached an agreement on all economic and non-economic provisions brought forth;

NOW, THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the City of Fresno do hereby approve the ratification of the Memorandum of Understanding with SEIU to be effective November 1, 2016.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2016. 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

**BEFORE THE BOARDS OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF FRESNO COUNTY**

**RESOLUTION NO.**

**RESOLUTION TO APPROVE THE RATIFICATION OF THE MEMORANDUM  
OF UNDERSTANDING WITH THE SERVICE EMPLOYEES INTERNATIONAL  
UNION (SEIU) LOCAL 521**

WHEREAS, the management and staff of Fresno Housing Authority has met and conferred with representatives of the bargaining unit of SEIU Local 521 for the purposes of negotiating a new Memorandum of Understanding, and

WHEREAS, both parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and have reached an agreement on all economic and non-economic provisions brought forth;

NOW, THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of Fresno County do hereby approve the ratification of the Memorandum of Understanding with SEIU to be effective November 1, 2016.

PASSED AND ADOPTED THIS 20<sup>th</sup> day of December, 2016. 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:

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Preston Prince, Secretary of the Boards of Commissioners

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

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

[www.fresnohousing.org](http://www.fresnohousing.org)

## EXECUTIVE DIRECTOR'S REPORT

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**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince 

CEO/Executive Director

**DATE:** December 15, 2016

**BOARD MEETING:** Dec. 20, 2016

**AGENDA ITEM:** 11

**AUTHOR:** Staff

**SUBJECT:** Director's Report – December 2016

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### 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	Description/Type	Total Units
541 @ South Tower and Cedar Heights	Stabilization	541 N. Fulton St and 4532 E. Hamilton Ave, Fresno, CA Multi-Family	45
Trailside Terrace	Under Construction	1233 & 1245 G St, Reedley, CA	55
Edison Plaza I	Under Construction	Walnut/Edison West Fresno, CA	64
Firebaugh Gateway	Under Construction	1238 & 1264 P St., Firebaugh, CA	30
Shockley Terrace	Under Construction	1445 Peach Street, Selma, CA	48
Lowell Neighborhood	Under Construction	240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA	30

Parc Grove Commons NE (Veterans Phase)	Pre-Dev March 2017 Est. Closing	Clinton and Angus, Fresno, CA	40
Edison Plaza II	Pre-Dev March 2017 Est. Closing	2255 S. Plumas, Fresno, CA	64
Memorial Village	Pre-Dev March 2017 Est. Closing	302 K St, Sanger, CA	48
Magill Terrace	Pre-Dev March 2017 Application	401 Nelson, Fowler, CA	60
Oak Grove	Pre-Dev March 2017 Application	Bigger Street and Parlier Avenue, Parlier, CA	55

## Project Highlights

After careful review of the Letters of Interest (LOI's) received from investors last month, staff for the Memorial Village project and Fresno Edison Apartment II project selected US Bank Community Development Corporation to be the Equity partner. The projects have also successfully submitted HUD financing plans to begin the closing process on RAD subsidy funds.

The Renaissance at Parc Grove project selected Wells Fargo Bank to be the Equity partner of the development.

<b>November City Occupancy    <u>97.94%</u></b>					
<b>CITY</b>	<b>No of Properties</b>	<b>Physical Units</b>	<b>Rentable Units</b>	<b>Vacant Units</b>	<b>Occupancy Percentage</b>
City AMP 1	3	182	180	7	96%
City AMP 2	8	244	243	3	99%
Southeast Fresno RAD	3	193	191	4	98%
Viking Village RAD	1	40	39	1	97%
Pacific Gardens	1	56	55	0	100%
Renaissance Trinity	1	21	20	1	95%
Renaissance Alta Monte	1	30	29	1	97%
Renaissance Santa Clara	1	70	69	0	100%
<b>Total City</b>	<b>19</b>	<b>836</b>	<b>826</b>	<b>17</b>	<b>97.94%</b>

<b>November City Occupancy (GSF Managed)    <u>96.3%</u></b>					
Parc Grove	1	215	213	9	95.8%
Parc Grove - NW	1	148	147	5	96.6%
Yosemite Village	1	69	68	2	97.1%
<b>Total City</b>	<b>3</b>	<b>432</b>	<b>428</b>	<b>16</b>	<b>96.26%</b>

<b>November County Occupancy    <u>96.42%</u></b>					
<b>COUNTY</b>	<b>No of Properties</b>	<b>Physical Units</b>	<b>Rentable Units</b>	<b>Vacant Units</b>	<b>Occupancy Percentage</b>
County AMP 1	6	150	144	1	99%
County AMP 2*	6	194	192	11	94%
County AMP 3	3	90	89	0	100%
County AMP 4	4	152	151	5	97%
County AMP 5	2	52	52	4	92%
County AMP 6	5	112	111	5	95%
Granada Commons	1	16	15	1	93%
<b>Total County</b>	<b>27</b>	<b>766</b>	<b>754</b>	<b>27</b>	<b>96.42%</b>

<b>November County RAD Occupancy      <u>98.6%</u></b>					
<b>SITE</b>	<b>No of Properties</b>	<b>Physical Units</b>	<b>Rentable Units</b>	<b>Vacant Units</b>	<b>Occupancy Percentage</b>
Mendota RAD	1	124	123	3	97.6%
Orange Cove RAD	1	90	87	0	100%
<b>Total County RAD</b>	<b>2</b>	<b>214</b>	<b>210</b>	<b>3</b>	<b>98.57%</b>

<b>November Special Programs Occupancy      <u>97.70%</u></b>					
<b>SPECIAL PROGRAMS</b>	<b>No of Properties</b>	<b>Physical Units</b>	<b>Rentable Units</b>	<b>Vacant Units</b>	<b>Occupancy Percentage</b>
Mariposa Farm Labor	1	40	40	0	100%
Parlier Farm Labor	1	40	40	0	100%
Citrus Gardens**	1	30	30	2	93%
Mendota Farm Labor	1	60	60	1	98%
Firebaugh Family Apts.	1	34	34	0	100%
Garland Gardens (CalHFA)	1	51	51	3	94%
Parkside Apartments (CalHFA)	1	50	50	1	98%
<b>Total Special Programs</b>	<b>7</b>	<b>305</b>	<b>305</b>	<b>7</b>	<b>97.70%</b>

### **Housing Management Division Analysis Update**

Earlier this year, the Housing Management Division began an analysis of the department, its functions and day to day operations. We engaged a consultant who worked with the leadership team, labor partners and HMD staff to assist in examining the Department's organizational structure, positions, policies, and procedures. Staff engaged in several discussions with leadership, both individually and in groups, helping compile and analyze data from the information gathered. That data was later used in developing a summary of the business review findings and used to improve the way FH achieves its desired business results. We are proud to say this effort has created new opportunities for the HMD team and a positive path forward for the department.

As a result of the overall analysis endeavor, we are pleased to announce several staff promotions. Staff are very excited to begin working in their new roles and are looking forward to day one, which for the majority will be January 2017. There are also newly created positions and additional responsibilities for staff, which will empower staff and improve the customer service experience we have with the residents and community. The implementation of the new structure created an opportunity to have onsite staff at the majority of the developments. We are excited to implement the new structure, and look forward to the continued development and improve of our team, agency and resources.

### **Rio Villas**

Fresno Housing HMD team will manage the new Firebaugh complex, formerly known as Firebaugh Gateway. The complex has officially been renamed "Rio Villas" and is scheduled to open January 2017. This 30 unit senior complex is located in the heart of downtown Firebaugh. It will be the first "new

construction” lease up completed by the FH HMD team. We are very excited to exhibit the capability and competitiveness of our 3<sup>rd</sup> party property management partners.

## **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.*

### **Resident Services**

#### **Cedar Courts RAD-Centro La Familia Advocacy Services**

**Centro La Familia** Advocacy Services have continued a support group for a “Conversation Hour”. Residents are encouraged to attend and participate in activities such as arts and crafts, healthy eating, stress and mental health issues. Workshops will be offered every other Tuesday from 10:00 am – 11:30am.

#### **Mountain View South RAD-Youth Literacy Reading & Beyond**

**Reading & Beyond** After School Programs continues at Mountain View South for Kindergarten to 4<sup>th</sup> grade. Classes will be offered from 3:00pm – 5:30pm on Monday and Wednesdays.

#### **Kuffle Terrace North-Youth Literacy Reading & Beyond**

**Reading & Beyond** After School Program continues at Kuffle Terrace North for Kindergarten to 4<sup>th</sup> grade. Classes will be offered from 3:00pm -5:30pm on Tuesday’s and Thursdays.

#### **Marion Villas-Resident & Community Safety**

An Officer from the Kingsburg Police Department and a Community Officer met with residents to discuss resident/community safety. Other topics discussed were, elder abuse, identity theft, scams, and safety during the holidays.

#### **Parlier Boys & Girls Club- Second Hand Smoke**

A representative from **CA Rural Tobacco** met with residents to discuss second-hand smoke how it affects non-smokers. Information and brochures were distributed for residents to share with family and friends.

#### **Del Rey Boys & Girls Club-Healthy Relationships & Healing**

A representative from **Marjaree Mason** discussed what a healthy relationship should be. She discussed different types of relationships with spouses, children, and friends. Unhealthy relationships were discussed and signs of being in an unhealthy relationship. Many of the residents shared some of their stories and discussed how they felt during their situations.

#### **Kings River Commons-Healthy Relationships & Healing**

A representative from **Marjaree Mason** discussed healthy relationships. She discussed different types of relationships with spouses, children, and friends. Examples and signs of unhealthy relationships were also included in the conversation. Many of the residents shared some of their stories and discussed how they felt during their situations.

#### **Hells Angels Christmas Bike Give Away**

In December 2016, The Hells Angels Motorcycle Club partnered with FH and Westcare to distribute bikes to children living in the city and county of Fresno. FH Family Services Coordinators assisted with



outreach and recruitment of families with children. Thousands of bikes were donated to youth of all ages. The annual Christmas Bike Give Away was held at Chukchansi Park in downtown Fresno.



## **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.*

### **Leasing Update**

During the month of November 2016, the following leasing activity took place for the Housing Choice Voucher (HCV) program.

There were 117 new vouchers issued to HCV City and County applicants to search for housing. We continue to be busy processing and accepting Requests for Tenancy Approval (RFTA) packets as the volume remains high. There were 297 combined city and county applicants that found housing and submitted their RFTAs in the month of November.

In addition, for the month of November 2016, there were 207 families that leased up and new HAP contracts were executed for both the city and county. As we move forward, the plan is to continue to lease on an on-going steady pace.

The Housing Navigator's role has exciting activity planned for 2017. As a result of on-going meetings with his Supervisor and Management, the following items were some of the recent implementations or in the process of being implemented for future reference.

- Newly designed In-House Referral form
- Housing Needs Assessment Tool
- Owner Outreach & Education Calendar
- Landlord Education presentation
- Tenant Education presentation and workshops

The team looks forward to working towards the goal of increasing the leasing success rate and developing new and innovative ideas to help us achieve the goal!

## **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
Renaissance at Parc Grove	WestCare	Potential partner in the provision of services to property residents
Highway City multifamily housing development/ Community Center	Highway City CDC Central Community Church Granville Central Unified School District Economic Opportunities Commission	Planning partners, potential development partner, potential service providers
Department of Community Services and Development - Low Income Weatherization Program	Association for Energy Affordability  Grid Alternatives	Partners in portfolio assessment, project planning and design, and incentive approval
Firebaugh Transit/ Transportation Study	UC Davis Center for Sustainable Transit Fresno Council of Governments	Research and survey transit needs in the Firebaugh community, potential pilot transportation project

## MANAGEMENT GOALS

*The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decision making 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.*

### Fiscal Services

Accounting and Finance staff has been hard at work this month preparing for year-end 2016 and the beginning of 2017. Finance spent a majority of the month partnering with Agency management to complete the 2017 Operating and HAP budgets. Accounting staff has been reviewing general ledgers and reconciling accounts in preparation for the 2016 audit that will begin in January 2017. In preparation for the audit, the Accounting department invited our auditor, Davis Farr, to meet with staff in the month of November to do an interim review of internal controls and accounting procedures in light of the new Yardi system that is being used. This was a very fruitful exercise, as both the auditors and staff now feel very comfortable with the new systems that are in place.

## **Administrative Services**

### **Procurement and Facilities**

Procurement staff was pleased to receive six proposals for General Contractor/Construction Management Services for Magill Terrace and Oak Grove. The evaluation committee is reviewing proposals to determine the top rated proposers, and we were pleased to have participation from outside stakeholders in the evaluation process. Procurement staff has also facilitated an Invitation for Bids for renovations through the Low-Income Weatherization Program for Parlier Migrant Center, Maldonado Migrant, Mendota Farm Labor Housing, and Orchard Apartments. Staff received between three and five bids for each property.

Facilities staff has assisted multiple departments to accommodate office and furniture needs for the Housing Management and Housing Choice Departments. Facilities has also assisted the Eligibility Screening Unit with office relocations, and is finalizing the office upgrades for the third floor of the Central Office.

### **Human Resources**

We are excited to announce that we have ratified our Memorandum of Understanding with our Union partners from Local SEIU 521, after Union member voted “YES” on November 17, 2016. We wanted to take this opportunity to express our gratitude to the Union Negotiating Team: Andy Christiansen, Roseann Dominguez, Theresa Vasquez, Monica Alvarado, Sang Sou and Gary Shipman. The Administration team included Tracewell Hanrahan, Scott Fetterhoff, Angelina Nguyen, Summer Nunes, Emily De La Guerra and Aysha Hills.

The Human Resources Department coordinated the Fresno Housing Authority’s Annual Open Enrollment, which concluded on Monday, December 12, 2016.

Training and Development Analyst, Damian Rivera conducted a training on the Yardi Maintenance Mobile Pilot Program, which was intended to test the use of different devices for the new Yardi Mobile app that all of the maintenance employees will be using. Four maintenance employees volunteered to test different devices to determine which one will be the best to use out in the field. The two hour hands-on training was intended to provide the opportunity to practice on the system and walk through some of the additional questions that will need to be addressed once the device is chosen. Participants were also provided the opportunity to perform hands-on mock tasks on the system. With the assistance of our IT partners, all the participants were able to leave with fully configured devices and in depth knowledge of the software program. The remainder of the Maintenance department is scheduled to start with the new devices and program in January 2017.

The Human Resources Department is pleased to announce the following new hires and promotions:

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- Eric Pocock, Systems Administrator (New Hire – formerly with CMTi)
- Nicholas Sellai, Systems Administrator (New Hire – formerly with CMTi)
- Robert Vang, IT Help Desk Coordinator (New Hire – formerly with CMTi)
- Tim Earl, Property Specialist II (New Hire)
- Tracy Navarro, Maintenance & Special Projects Manager (promotion)

- Ken Cobarrubias, Assistant Manager – Maintenance (promotion)
- Brittany Alvara, Area Manager (promotion)
- Renee Cobb, Area Manager (promotion)
- Angela Dundore, Area Manager (promotion)
- Rose Maldonado, Property Specialist II (promotion)
- Maria Lopez, Community Coordinator (promotion)
- Lowella Weese, Property Specialist I (promotion)
- Elizabeth Lopez-Sierra, Property Specialist I (promotion)
- Veronica Renteria, Resident Services Coordinator (promotion)
- Monique Narciso, Resident Services Coordinator (promotion)
- Melissa Ortiz, Leasing Specialist (promotion)

## **IT Services**

### **Information Technology**

Staff began upgrading Agency computers to Microsoft Office 2016 to meet the complex reporting needs of Yardi. Feedback has been positive and we plan to partner with the HR department to provide training.

IT Manager, Bobby Coulter, participated in the ConnectHome Stakeholders Summit. The summit served as an opportunity to revisit the goals of the program and provide guidance for communities looking to join the program. The summit was also a good opportunity to talk with national leadership about the challenges we face and have an opportunity to talk with private sector partners who can help as we enter year two of the program.

### **Yardi**

Staff began piloting Yardi's mobile maintenance application. Four members of our maintenance team received different device models to test. The goal of the pilot is to decide which device would suit their needs and hold up in the field. They will provide feedback and make the decision for the rest of the maintenance department. IT staff joined the pilot partners in the field to ensure we truly understood how the devices would be used.