

# **Board of Commissioners Meeting**

October 24, 2017



### **AGENDA**

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

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

www.fresnohousing.org

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

5pm - October 24, 2017 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.

5pm

#### 1. Call to Order and Roll Call

#### 2. Approval of agenda as posted (or amended)

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

#### 3. Public Comment

This is an opportunity for the members of the public to address the Boards of Commissioners on any matter within the subject matter jurisdiction of the Boards of Commissioners that is <u>not</u> 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. Closed Session

a. PUBLIC EMPLOYMENT
Pursuant to Government Code §54597

#### 5. Report on Closed Session Items

#### 6. Commissioners' Report

- a. General Report(s)
- b. Report of the Ad-Hoc Committee on Bylaw Revisions
- c. Amending the November 2017 Meeting Date

#### 7. City: Nominations for Board Chair and Vice Chair for 2018-2019

8. **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)

#### 9. 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.

a.	Consideration of the minutes of September 21, September	6
	22, and September 26, 2017	
b.	Consideration of the 2018 Agency Calendar	18
c.	City: Charge-off Uncollectible Accounts to Collection	20
	Losses for the 3 <sup>rd</sup> Quarter 2017	
d.	County: Charge-off Uncollectible Accounts to Collection	24
	Losses for the 3 <sup>rd</sup> Quarter 2017	
e.	Consideration of the Time Away From Work Policy	28
f.	Consideration to Approve the Application Submission to	51

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	g.	the HUD – Veterans Affairs Supportive Housing Program Consideration of Contract Renewal for Associated Entity Audits – Novogradac	57
	h.	Consideration of Contract Renewal for Housing Authority Audits – Davis Farr	61
	i.	Consideration of Assigned Designee(s) on behalf of the CEO/Executive Director	65
10.	Inform	ational	
	a.	Resident Services Presentation – Centro La Familia	75
	b.	Update on the 2018 Agency Budget Process	76
	c.	Blackstone-Simpson Development Update	77
	d.	Real Estate Development Update	83
11.	Action		
	a.	Consideration of Mortgage Portfolio Sale – Sierra Pointe	110
	b.	Consideration of the Cross-Use Agreement – Magill Terrace	114
	c.	Consideration of Amended Funding Commitment – Trailside Terrace (Paseo 55 – Reedley, CA)	129
12.	Executi	ve Director's Report	132
13.	Closed	Session (continued)	
	a.	CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: 2550 W Clinton Ave, Fresno, CA 93705 (APNs: 442-081-026)	
		Agency negotiator: Preston Prince Negotiating parties: Fresno Housing Authority and Mental Health Systems, Inc.	
	b.	Under negotiation: Price and Terms CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: 555 W. California Ave., Fresno, CA (APN: 477-040-73)	
		Agency negotiator: Preston Prince Negotiating parties: Fresno Housing Authority and Capitol	
		Rivers, Inc.	
	c.	Under negotiation: Price and Terms CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b))	
		Property: 555 W. California Ave., Fresno, CA (APN: 477-040-73)	
		Agency negotiator: Preston Prince	
		Negotiating parties: Fresno Housing Authority and Food Commons Fresno	
	_	Under negotiation: Price and Terms	
	А	CONFERENCE WITH REAL PROPERTY NEGOTIATORS	

(Pursuant to Government Code § 54954.5(b))

Property: 1505 Santa Clara Street, 1553 Santa Clara Street, F

Street and G Street, Fresno, CA

(APNs: 467-082-32, 467-082-31, 467-082-26T and 467-082-

24T)

Agency negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority and Lance-Kashian & Co. on behalf of the Fresno Rescue Mission

Under negotiation: Price and Terms

e. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code § 54954.5(b))

Property: 731 California Ave., Fresno, CA

(APN: 467-246-01T)

Agency negotiator: Preston Prince

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

Under negotiation: Price and Terms of Sale f. CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)

Agency designated representatives: Preston Prince,

Tammy Townsend, Emily De La Guerra, Scott Fetterhoff,

Summer Nunes, Michael Duarte

#### 14. Report on Closed Session Items

#### 15. Adjournment

#### **Minutes of the Special Joint Meeting**

#### Of the Boards of Commissioners of the

#### **HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO**

#### Thursday, September 21, 2017

#### 9:00 A.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special joint session on Thursday September 21, 2017 at the Falls Event Center, located at 4105 W. Figarden Drive, Fresno, California.

1. The meeting was called to order at 9:20 a.m. by Preston Prince, CEO. Roll call was taken and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT: ADRIAN JONES, Chair

RUEBEN SCOTT, Vice Chair

STEVEN BEDROSIAN

KARL JOHNSON VIRNA SANTOS

**CAINE CHRISTENSEN** 

JIM PETTY, Chair

STACY SABLAN. Vice Chair

VENILDE MILLER JOEY FUENTES MARY CASTRO NIKKI NEWSOME CARY CATALANO

COMMISSIONERS ABSENT: STACY VAILLANCOURT

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

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

CITY MOTION: Commissioner Santos moved, seconded by Commissioner Christensen to approve the agenda as posted.

#### **MOTION PASSED:** 6-0

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

MOTION PASSED: 7-0.

#### 3. PUBLIC COMMENT

There was no public comment given at this time.

#### 4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest given at this time.

#### 5. DISCUSSION ITEMS

#### a. Housing Program Overview

Ms. Tracewell Hanrahan presented on this topic. She presented on the history and overview of the following: Affordable Housing Program, the Public Housing program, Housing Choice Vouchers (Section 8 Program) and Low Income Housing Tax Credits. In addition, she talked about the recent Housing Initiatives: Rental Assistance Demonstration. Additionally, she presented on the Housing Programs: Home Investment Partnership Program, Assistance to the Homeless Programs.

#### b. Agency Financial Overview

Ms. Tammy Townsend and Ms. Emily De La Guerra presented on this topic. The following topics were briefly presented during the presentation: Types of Budgets, Budget Structure and Process, 2017 Budget Overview, Fresno Housing Organizational Structure, and a detailed budget information.

#### c. Resident Services

Ms. Angie Nguyen presented on this topic.

These were some of the topics that were presented during the presentation: Education, Health and Wellness, and Wage Progression. In addition, Ms. Nguyen talked about the Resident Services Program specific to our Tax Credit Properties, Resident Opportunities

and Self-Sufficiency, ROSS Coordinator, Family Self Sufficiency/ Family Unification Program Demonstration and the role of Family Self Sufficiency Coordinator.

Mr. Eric Payne made public comments regarding some of the current programs and their expansion.

#### d. Board Engagement

Ms. Tracewell Hanrahan and Ms. Tammy Townsend presented on this topic. The Boards discussed the topic on engagement and participation of the Boards of Commissioners outside of the monthly meetings.

#### e. Housing Policy Updates

Ms. Preston Prince presented on this topic.

These were some of the policy issues discussed: Tax Reform and the impact on the Low-Income Housing Tax Credit Program, Affirmatively Furthering Fair Housing, work requirements and term limits for residents, and the expansion of Move-to-Work.

#### 6. <u>ADJOURNMENT</u>

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 3:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners

#### **Minutes of the Special Joint Meeting**

#### Of the Boards of Commissioners of the

#### **HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO**

#### Friday, September 22, 2017

#### 9:00 A.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a special joint session on Friday September 22, 2017 at the Falls Event Center, located at 4105 W. Figarden Drive, Fresno, California.

1. The meeting was called to order at 9:20 a.m. by Preston Prince, CEO. Roll call was taken and the Commissioners present and absent were as follows:

COMMISSIONERS PRESENT: ADRIAN JONES, Chair

RUEBEN SCOTT, Vice Chair

KARL JOHNSON VIRNA SANTOS

CAINE CHRISTENSEN

JIM PETTY, Chair

STACY SABLAN, Vice Chair

VENILDE MILLER JOEY FUENTES MARY CASTRO NIKKI NEWSOME CARY CATALANO

COMMISSIONERS ABSENT: STEVEN BEDROSIAN

STACY VAILLANCOURT

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

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

CITY MOTION: Commissioner Santos moved, seconded by Commissioner Johnson to approve the agenda as posted.

**MOTION PASSED:** 5-0

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

#### MOTION PASSED: 7-0.

#### 3. PUBLIC COMMENT

There was no public comment.

#### 4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest stated.

#### 5. **DISCUSSION ITEMS**

a. Real Estate Development Pipeline and Strategy/Asset Management Priorities

Ms. Tracewell Townsend presented on this topic. These were some of the topics discussed: Review of current development priorities, Overview of real estate development project over the last 10 years, leveraging of Housing Authority resources, real estate development pipeline and current projects, and asset management priorities.

#### b. Homeless Initiatives and Community Leadership

Ms. Angie Nguyen presented on this topic. The topics discussed included the Agency strategic positioning in addressing homelessness throughout the City and County of Fresno

#### c. 2018 Agency Goal Planning

Ms. Tracewell Hanrahan, Ms. Tammy Townsend and Ms. Angie Nguyen presented on this topic. The topics discussed were 2017 Agency Goals and Strategic Plan Implementation.

#### d. Joint Powers Agreement/Role of the Executive Committee

Ken Price, Baker Manock and Jensen - General Counsel, presented on this topic. The topics discussed were the history and role of the Executive Committee and the various governance structures of a joint power agreement and a cooperation agreement.

#### e. Administrative Matters and Guidance

Ms. Tammy Townsend and Mr. Preston Price presented on this topic.

#### 6. 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 2:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners

#### **Minutes of the Joint Meeting**

#### Of the Boards of Commissioners of the

#### **HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO**

#### Tuesday, September 26, 2017

#### 5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Tuesday, September 26, 2017 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

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

PRESENT: Adrian Jones, Chair

Karl Johnson Caine Christensen Virna Santos

ABSENT: Rueben Scott, Vice Chair

Steven Bedrosian Stacy Vaillancourt

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

PRESENT: Jim Petty, Chair

Stacy Sablan, Vice Chair

Venilde Miller Joey Fuentes Nikki Newsome Cary Catalano

ABSENT: Mary G. Castro

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

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2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

CITY MOTION: Commissioner Johnson moved, seconded by Commissioner Christensen to

approve the agenda as posted.

MOTION PASSED: 4-0

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Miller to

approve the agenda as posted.

MOTION PASSED: 5-0.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There were no public comments.

4. POTENTIAL CONFLICTS OF INTEREST

There were no conflicts of interest stated.

5. COMMISSIONERS' REPORT

Commissioner Jones thanked the Fresno Housing Authority staff and the Boards of

Commissioners for their participation at the Board Retreat on September 21-22, 2017.

Commissioner Jones talked about her participation at the 2017 Building Homes, Building

Communities, Building Hope Annual Breakfast.

A video was presented to the Boards of Commissioners about the Habitat for Humanity of

Fresno County recognition event. Commissioner Jones briefly shared that she was involved with Habitat for Humanity where at the event a participant was awarded a key to a condominium. Ms. Jones stated is it is a humble story of a victim of domestic violence that

was assisted by community leaders providing collaborative services.

Commissioner Newsome thanked the Fresno Housing Authority staff for their participation

with the organization of the Board Retreat.

Commissioner Petty joined the meeting at 5:10 p.m.

The Commissioners discussed the evaluation of and recommendation to amend the bylaws.

For the County, Commissioner Sablan and Commissioner Catalano were asked to join an Ad

Joint Meeting

Action Minutes: 9-26-2017

Adopted:

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Hoc Committee of bylaw revisions. For the City, Commissioner Christensen and Commissioner Santos were asked to join the Ad Hoc Committee.

In addition, the Board discussed the role of the Executive Committee and if this needs to be expanded, and specified in the bylaws.

Commissioner Catalano talked about the radio station program he participated in regarding housing the Homeless, and was facilitated by the Fresno First Steps Home. Commissioner Catalano stated helpful information was presented.

Commissioner Petty briefly talked about the TCC meeting presentations.

#### 6. CONSENT AGENDA

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

a. Consideration of the minutes of August 22, 2017

Correction to the Minutes of August 22, 2017, on page 9 of the Board Packet the California Water Resources Board needs to be change to "the California Air Resources Board" for Mr. Eric Payne's comments.

CITY MOTION: Commissioner Johnson moved, seconded by Commissioner Santos to approve the consent agenda and the minutes as amended.

MOTION PASSED: 4-0

**COUNTY MOTION:** Commissioner Sablan moved, seconded by Commissioner Fuentes to approve the consent agenda the minutes as amended.

MOTION PASSED: 6-0

#### 7. PUBLIC HEARING

a. 2018 Public Housing Agency Annual/Five Year Plans

Mr. Eric Payne briefly talked about his responses to the invitaiton of the public comments for the Fresno Housing Authority Annual Plan Process. Mr. Payne submitted his public comments on September 26, 2017. He briefly said his perspective is towards the protection of the voucher size and clarifying the policy to include all communities.

Joint Meeting Action Minutes: 9-26-2017 Adopted: Ms. Angie Nguyen presented to the Boards of Commissioners the documents in response to Mr. Payne's public comments submitted on August 15, 2017. Ms. Nguyen stated this year the agency responded in writing to each points addressed on Mr. Payne's letter. In addition, she personally met with Mr. Payne on two different ocassions.

#### 8. INFORMATIONAL

a. Resident Services Presentation – Back to School Partnership

Mr. Jesus Galvez, K-12 Manager from Reading and Beyond, provided a brief presentation about the Back to School Partnership.

b. 2017 Monthly Budget Update Overview

Ms. Tammy Townsend presented on this topic.

c. Real Estate Development Update

Mr. Michael Duarte presented the Real Estate Development Update.

d. Sierra Pointe Update

Mr. Michael Duarte presented on this topic.

#### 9. ACTION

a. County: Consideration to Receive and File the 2016 Annual Audited Basic Financial Statements

Auditor, Mark Davis from Davis Farr, presented on this item.

**COUNTY MOTION:** Commissioner Catalano moved, seconded by Commissioner Sablan to receive and file the 2016 Annual Audited Basic Financial Statements.

MOTION PASSED: 6-0

b. City: Consideration to Receive and File the 2016 Annual Audited Basic Financial Statements

CITY MOTION: Commissioner Christensen moved, seconded by Commissioner Santos to Receive and File the 2016 Annual Audited Basic Financial Statements.

MOTION PASSED: 4-0

c. Consideration to Approve the Submission of the 2018 Agency Annual/Five Year Plans, Administrative Plans, and Admission & Continued Occupancy Policy

Ms. Angie Nguyen presented on this item.

CITY MOTION: Commissioner Johnson moved, seconded by Commissioner Christensen to approve the Submission of the 2018 Agency Annual/Five Year Plans, Administrative Plans, and Admission & Continued Occupancy Policy.

MOTION PASSED: 4-0

**COUNTY MOTION:** Commissioner Fuentes moved, seconded by Commissioner Miller to approve the Submission of the 2018 Agency Annual/Five Year Plans, Administrative Plans, and Admission & Continued Occupancy Policy.

MOTION PASSED: 6-0

d. Consideration to Authorize Loan Repayment – Canyon Springs Apartments

Mr. Michael Duarte presented on this item.

CITY MOTION: Commissioner Santos moved, seconded by Commissioner Johnson to approve the consideration to Authorize Loan Repayment – Canyon Springs Apartments.

**MOTION PASSED: 4-0** 

**COUNTY MOTION:** Commissioner Sablan moved, seconded by Commissioner Newsome to approve the consideration to Authorize Loan Repayment – Canyon Springs Apartments.

**MOTION PASSED:** 6-0

e. Consideration of Out of State Travel – CEO/ Commissioners

Mr. Preston Prince presented on this item. He informed the Boards of Commissioners he will not be participating at the NAHRO event on October 27-29, 2017, and that he would be on Annual Leave.

Mr. Prince will not be available for the November 14, 2017 Board meeting; however, Ms. Tracewell Hanrahan and Ms. Tammy Townsend will be available for the meeting.

CITY MOTION: Commissioner Christensen moved, seconded by Commissioner Johnson to approve the Out of State Travel – CEO/ Commissioners.

MOTION PASSED: 4-0

Joint Meeting

Action Minutes: 9-26-2017

Adopted:

**COUNTY MOTION:** Commissioner Catalano moved, seconded by Commissioner Fuentes to approve the Out of State Travel – CEO/ Commissioners.

MOTION PASSED: 6-0

#### 10. EXECUTIVE DIRECTOR'S REPORT

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

- Mr. Prince informed the Boards of Commissioners Ms. Barbara Poppe the
  former Executive Director of the United States Interagency Council on
  Homelessness will be visiting Fresno the first week of November 2017. Mr.
  Prince shared the Boards of Commissioners will be meeting Ms. Poppe on the
  November 8, 2017 during a Special Meeting.
- October 21, 2017 is the grand opening of Fulton Street. The Boards of Commissioners are welcomed to attend the grand opening.
- The process of painting the building continues and there will be landscaping improvements too.

#### 11. CLOSE SESSION

The Boards went into closed session at approximately 8:12p.m.

#### CONFERENCE WITH LABOR NEGOTIATORS (§54957.6)

Agency designated representatives: Preston Prince, Tracewell Hanrahan, Tammy Townsend, Emily De La Guerra, Scott Fetterhoff, Summer Nunes

#### PUBLIC EMPLOYMENT

Pursuant to Government Code §54597

The Boards returned to open session at approximately 8:46 p.m. There was no action to report at this time.

#### 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 8:45 p.m.

Preston Prince, Secretary to the Boards of Commissioners



## BOARD MEMO

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**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**SUBJECT: 2018 Agency Calendar** 

**DATE:** October 19, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 9b

**AUTHOR:** Tiffany Mangum

#### **Executive Summary**

The Boards of Commissioners, annually take action to approve the Agency's calendar. Thus, the attached calendar for 2018 indicates the agency recognized holidays, Friday closures, board meetings, and other important activities of the Agency.

Additional trainings and special meetings will be scheduled, and are subject to the availability of the Commissioners.

The following outlines the overall changes from the standard scheduling of agency closures, holidays or Board Meetings:

- Executive Committee Meetings will be held approximately 2 weeks prior to the regular Board Meetings, with the exception of April and December due to conference scheduling and holidays, respectively
- Fall Boards' Retreat will be held September 14th (Please save the date)
- Through our 2016 labor negotiations process, Cesar Chavez Day (March 31st, observed March 30th) will be observed
- Through our 2016 labor negotiations process, Admissions Day (September  $9^{th}$ ) will no longer be observed

#### Recommendation

It is recommended the Boards of Commissioners review and approve the proposed 2018 Agency calendar.

#### **Fiscal Impact**

None.



## 2018 Agency Calendar

	January 2018								
Su	Mo	Tu	We	Th	Fr	Sa			
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
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28	29	30	31						

February 2018									
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25	26	27	28						

	March 2018								
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	April 2018								
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	May 2018								
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	June 2018								
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	July 2018								
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29	9	30	31						

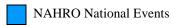
	August 2018								
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	September 2018								
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30									

	October 2018								
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	November 2018					
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	December 2018					
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23	24	25	26	27	28	29
30	31					





Executive Committee Mtg

Holiday Observance

Friday Office Closure

**Board Retreat** 

January 1<sup>st</sup> – New Year's Day Observed January 15<sup>th</sup> – Martin Luther King Jr. Day February 12<sup>th</sup> -- Lincoln's Birthday February 19<sup>th</sup> – Presidents' Day March 30<sup>th</sup> – Caesar Chavez Day Observed

May 28<sup>th</sup> – Memorial Day July 4th – Independence Day September 3<sup>rd</sup> – Labor Day November 12<sup>th</sup> – Veterans Day Observed November 22<sup>nd</sup> – Thanksgiving Holiday November  $23^{rd}$  - Day After Thanksgiving December  $24^{th}$  - Christmas Eve Observed – 4 hr work day December  $25^{th}$  - Christmas Day



## BOARD MEMO

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**TO:** Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/ Executive Director

**DATE:** October 19, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 9c

**AUTHOR:** Hilda Reeves

Sr. Hsg. Manager

**SUBJECT:** Authorization of Charge-off Uncollectible Accounts to Collection Losses for the 3rd Quarter of 2017 for the City Housing Programs

#### **Executive Summary**

Fresno Housing Authority fulfills its affirmative responsibility to try to collect delinquent debts that are owed to the Agency, until it becomes evident that a debt is "uncollectible". When that occurs we write off the debt. The Housing Authority engages in active collection efforts, such as demand letters, repayment agreements, credit bureau reporting, garnishments obtained by Judgments at Small Claims Courts and referrals to HUD's Enterprise Income Verification System (EIV). EIV blocks former tenants from receiving future assistance until debts owed are paid.

An analysis of uncollectible accounts for the City Housing Management Programs for the Third Quarter of 2017 is found below.

#### **Third Quarter Financial Impact:**

Third Quarter Collection Losses for the City total \$4,139.26.

#### Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the attached resolution authorizing charge-off of uncollectible accounts to collection losses for City Housing Programs.

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

#### BEFORE THE BOARDS OF COMMISSIONERS OF THE

#### **HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO**

#### RESOLUTION AUTHORIZING CHARGE-OFF OF

#### UNCOLLECTIBLE ACCOUNTS TO COLLECTION LOSSES

#### FOR THE THIRD QUARTER 2017 FOR CITY HOUSING PROGRAMS

WHEREAS, the Housing Authority of the City of Fresno has made every reasonable effort to collect the delinquent accounts; and

WHEREAS, in accordance with established policy which provides that at the end of each quarterly period an examination shall be made by the project management of such delinquencies and that, after the Board of Commissioners of the Housing Authority of the City of Fresno has authorized charging uncollectible accounts to collection losses, such amount as determined uncollectible shall be charged to collection losses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno desires to comply with said policy and does hereby authorize charge-off to collection losses that total \$4,139.26.

PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF OCTOBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYE	ES:			
NOI	ES:			
ABS	ENT:			
ABS	STAIN:			

Preston Prince, Secretary of the Boards of Commissioners

#### PART I - ANALYSIS OF CHARGES TO ALL TENANT ACCOUNTS:

LOW INC. PUB, HSG.

TYPE OF CHARGES

AMOUNT

Dwelling Rent-Qrtly

236,214.99

Other Charges-Qrtly Total Charges 0.00 236,214.99

#### PART II - COMPOSITION OF UNCOLLECTIBLE WRITE-OFFS:

## LOW INCOME PUBLIC HSG.

TYPE OF CHARGES	AMOUNT	PERCENT
Dwelling Rent	3,180.78	76,84%
Legal Action	531.75	12.85%
Miscellaneous Charges	426.73	10.31%
Total Uncollectible	4,139.26	100.00%

#### PART III - COMPARISON OF NEW COLLECTION LOSSES TO PREVIOUS YEARS AND CURRENT YEAR-TO-DATE:

	Total <u>Uncollectible</u>	Amount of Loss	Recovered Losses	Percent of  Dwelling Rent	Per Unit Per Month
LOW INC. PUB. HSG.					
First Quarter 2017	15,116.24	15,116.24	0.00	5.46%	11.64
Second Quarter 2017	12,691.19	12,691.19	0.00	2.18%	4.35
Third Quarter 2017	4,139.26	4,139.26	0.00	1.75%	3.19

# CHARGE-OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE THIRD QUARTER 2017

#### **CITY HOUSING PROGRAMS:**

TOTAL LOW INCOME PUBLIC HOUSING	Φ	4,139.20
TOTAL LOW INCOME PURI IS LIGHTING	¢	4,139.26
AMP 2	_\$_	2,682.75
AMP 1	\$	1,456.51



## BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

**CEO/Executive Director** 

**DATE:** October 16, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 9d

**AUTHOR:** Hilda Reeves

Sr. Hsg. Manager

**SUBJECT:** Authorization of Charge-off Uncollectible Accounts to Collection Losses for the 3rd Quarter of 2017 for the County Housing Programs

#### **Executive Summary**

Fresno Housing Authority fulfills its affirmative responsibility to try to collect delinquent debts that are owed to the Agency, until it becomes evident that a debt is "uncollectible". When that occurs we write off the debt. The Housing Authority engages in active collection efforts, such as demand letters, repayment agreements, credit bureau reporting, garnishments obtained by Judgments at Small Claims Courts and referrals to HUD's Enterprise Income Verification System (EIV). EIV blocks former tenants from receiving future assistance until debts owed are paid.

An analysis of uncollectible accounts for the County Housing Management Programs for the Third Quarter of 2017 is found below.

#### **Third Quarter Financial Impact:**

Third Quarter Collection Losses for the County total \$9,158.60.

#### Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the County of Fresno adopt the attached resolution authorizing charge-off of uncollectible accounts to collection losses for County Housing Programs.

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

#### BEFORE THE BOARDS OF COMMISSIONERS OF THE

#### **HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO**

#### RESOLUTION AUTHORIZING CHARGE-OFF OF

#### UNCOLLECTIBLE ACCOUNTS TO COLLETION LOSSES

#### FOR THE THIRD QUARTER 2017 FOR COUNTY HOUSING PROGRAMS

WHEREAS, the Housing Authority of Fresno County has made every reasonable effort to collect the delinquent accounts; and

WHEREAS, in accordance with established policy which provides that at the end of each quarterly period an examination shall be made by the project management of such delinquencies and that, after the Board of Commissioners of the Housing Authority of Fresno County has authorized charging uncollectible accounts to collection losses, such amount as determined uncollectible shall be charged to collection losses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County desires to comply with said policy and does hereby authorize charge-off to collection losses that total \$9,158.60.

PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF OCTOBER, 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

#### PART I - ANALYSIS OF CHARGES TO ALL TENANT ACCOUNTS:

LOW INC. PUB.HSG. AMPS 1 - 6 AMOUNT

TYPE OF CHARGES Dwelling Rent-Qrtly Other Charges-Qrtly NET RENT

586,393,78 0.00 586,393.78

PART II - COMPOSITION OF UNCOLLECTIBLE WRITE-OFFS:

LOW INCOME PUBLIC HSG.

	LODDIC	1130,
TYPE OF CHARGES	AMOUNT	PERCENT
Dwelling Rent	7,436.52	81,20%
Legal Action	1,039.25	11,35%
Miscellaneous Charges	682.83	7.46%
Total Uncollectible	9,158.60	100.00%

#### PART III - COMPARISON OF NEW COLLECTION LOSSES TO PREVIOUS YEARS AND CURRENT YEAR-TO-DATE

	Total Uncollectible	Amount of Loss	Recovered Losses	Percent of Dwelling Rent	Per Unit Per Month
LOW INC. PUB. HSG.			-		7-3-0
First Quarter 2017	11,033.69	11,033.69	0.00	1.95%	3.78
Second Quarter 2017	12,691.19	12,691.19	0.00	2.18%	4.35
Third Quarter 2017	9,158,60	9,158.60	0.00	1.56%	3.14

#### CHARGE-OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE THIRD QUARTER 2017

## COUNTY HOUSING PROGRAMS:

AMP 1		\$ 117.47
AMP 2		\$ -
AMP 3		\$ 42
AMP 4		\$ 1,797.83
AMP 5	-2	\$ -
AMP 6		\$ 7,243.30
TOTAL LOW INCOME PUBLIC HOUSING		\$ 9,158.60



## BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

**CEO/Executive Director** 

**SUBJECT:** Time Away From Work

Policy revision

**DATE:** October 17, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM: 9e** 

**AUTHOR:** Scott Fetterhoff

Director of Human Resources & Organizational Development

#### **Executive Summary**

The purpose of this memo is to provide an overview of needed changes to the Fresno Housing Authority's Time Away From Work Policy. Staff has reviewed and made recommended changes (attached herein) to the policy, which was last revised on Jun 23, 2015. In addition to a variety of minor edits, below is a summary of key changes:

- Per the Agency's 2016 MOU negotiations with SEIU, Cesar Chavez Day is added to the list of **Designated Holidays**, and Admissions Day is removed.

- Per the Agency's 2016 MOU negotiations with SEIU, the granting of up to 5 days of **bereavement leave** to attend out-of-state funeral services, is added.

- To ensure consistency with the Agency's MOU with SEIU, the change is made to the **Personal Leave** section regarding benefits eligibility while on approved personal leave – that an employee will not be eligible for group health plan benefits except as provided in accordance with COBRA.

- To add clarity, language is added to the **School Leave** section to include the examples of school-related activities employees will be eligible to take this leave for.

- Within Reinstatement sections of various leaves, language is added to explain the "interactive process" staff engages in with employees, to determine if workplace accommodations can be made.

- Clarification on the process for managing performance evaluations while employees are on leave.

#### Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached revisions to the Time Away From Work Policy.

#### **Fiscal Impact**

None

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

#### BEFORE THE BOARDS OF COMMISSIONERS OF THE

#### **HOUSING AUTHORITY OF THE CITY OF FRESNO**

RESOLUTION TO REJECT THE CLAIM FOR MONEY OR DAMAGES AGAINST THE FRESNO HOUSING AUTHORITY, FILED BY JANELLE ERICKSON, DATED JULY 25, 2017

WHEREAS, the Agency values the time, dedication and effort that each employee contributes to their work, to the Agency's mission and values; and

WHEREAS, Agency staff have reviewed and determined that a revision to the Time Away From Work Policy is necessary; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby approve of the revisions to the Time Away From Work Policy.

PASSED AND ADOPTED THIS 24th DAY of October, 2017. 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 Commissioner

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

#### BEFORE THE BOARDS OF COMMISSIONERS OF THE

#### **HOUSING AUTHORITY OF FRESNO COUNTY**

## RESOLUTION TO APPROVE THE REVISION TO THE TIME AWAY FROM WORK POLICY

WHEREAS, the Agency values the time, dedication and effort that each employee contributes to their work, to the Agency's mission and values; and

WHEREAS, Agency staff have reviewed and determined that a revision to the Time Away From Work Policy is necessary; and

NOW THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby approve of the revisions to the Time Away From Work Policy.

PASSED AND ADOPTED THIS 24th DAY of October, 2017. 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 Commissioner



#### Time Away from Work

#### Introduction

The Fresno Housing Authority ("Agency") values the time, dedication and effort that each employee contributes to the Agency, the Agency's mission and visionvalues, and the people communities we serve. In that regard, the Agency provides a robust offering of time offcomprehensive program of leave options to encourage and allow employees to reasonably effectively balance their work and their personal livesfe.

#### Purpose

This policy describes the leave provided for holidays, vacation, sick, bereavement, jury or witness leave, time off to vote, military leaves, court leave, medical leaves, workers' compensation and additional unpaid leaves of absences for Agency employees. Nothing in this policy affects or supersedes any federal or state law or collective bargaining agreement that may provide greater leave entitlements to medical or family leave than those set forth in this policy.

#### **Sources for Policy**

- Fresno Housing Authority and SEIU Memorandum of Understanding
- California Labor Code (specific to leaves of absence)
- California Government Code (specific to leaves of absence)
- Federal law\_(specific to leaves of absence)

#### **Policy**

#### **Designated Holidays**

The dates listed below shall be considered paid holidays for all Fresno Housing Authority employees:

New Year's Day - January 1

Martin Luther King's Birthday – Third Monday in January

Lincoln's Birthday – February 12

President's Day - Third Monday in February

Cesar Chavez Day – March 31

Memorial Day - Last Monday in May

Independence Day - July 4

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Labor Day - First Monday in September

Admissions Day September 9

Veteran's Day - November 11

Thanksgiving Day - Fourth Thursday in November

Day after Thanksgiving - Friday after Fourth Thursday in November

Christmas Eve - one half of the scheduled workday

Christmas Day - December 25

#### Compensation for Holidays

Holidays that are observed on a scheduled nine\_hour work day shall be credited to the employee as a nine hour holiday. Holidays that are observed on a scheduled eight hour work day shall be credited to the employee as an eight hour holiday. Part-time employees shall be credited with a pro-rated amount of holiday based on the employees' regularly assigned hours.

An employee who has an unauthorized absence either the day before or after a holiday will not receive holiday pay. An employee who is scheduled to work on a designated holiday and who does not fails to work that scheduled day will not receive holiday pay - except when a supervisor excuses such an absence for the employee.

In order to receive holiday pay, the employee must be on active paid status the day before and the day after the holiday.

#### Holidays that Coincide with Certain Other Types of Absences

When a holiday falls on a Saturday following a Fresno Housing Authority working Friday, the holiday will usually be observed on the previous Friday. When a holiday falls on a Sunday, the holiday will usually be observed on the following Monday. When the holiday falls on a Fresno Housing Authority off-Friday or Saturday following a Fresno Housing Authority off-Friday, eight holiday hours will be credited to the employee's vacation leave balance.

Any holiday falling within the period of an employee's vacation will be considered as a paid holiday and will not be deducted from the employee's accrued vacation.

Any holiday falling within the period of an employee's approved sick leave will be considered as a holiday and will not be deducted from the employee's accrued sick leave.

If work is assigned or authorized on a holiday, that time worked shall be paid at the rate of one and one-half times the regular hourly rate, plus the holiday pay to which the employee is entitled.

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#### Vacation Leave

Vacation leave is intended to provide paid time away from work to rest and relax. Accrued vacation is paid upon separation of employment as provided in the applicable collective bargaining agreement and in accordance with the law.

If the <u>allotted accrued</u> vacation leave is not used by the end of a calendar year, <u>accrued</u>, <u>but not taken</u> time <u>it</u> will be rolled over to the next calendar year.

Vacation leave may be approved and taken any time after it has accrued.

Each regular employee will be eligible to receive vacation leave, accrued on a daily basis, at the following rates (unless otherwise approved by the Executive Director or his/her designee):

#### Full-Time Regular

Years	Full	Full-Time Regular	
	Annual Hours	Monthly Hours	
1-5	90 hours	7.50 hours	
5+	130 hours	10.83 hours	

#### Part-Time Regular

Years	Part-Time Regular	
	Prorated Hours based off hours worked	
1-5	0.043 per hour worked	
5+	0.0625 per hour worked	

Employees do not accrue vacation benefits during any period of leave of absence. Leaves of absence include but are not limited to: authorized leaves of absence, Workers' Compensation, California SDI, California Paid Family Leave, and Family Medical Leave. Vacation leave will also not accrue on unpaid leave time or on banked sick or vacation leave hours used to supplement Workers' Compensation and/or State Disability payments.

#### Carry-Over and Cash Out

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Employees may carry over up to 360 hours of vacation time from one calendar year to the next. Employees are encouraged to utilize their vacation time. In the event that unforeseen circumstances beyond an employee's control prevent him/her from taking vacation during the year; accrued time in excess of 360 hours shall be cashed out twice annually on the first pay period of April and/or October.

Employees may cash out up to 80 hours of their accrued vacation leave twice annually, in April and/or October, provided that the employee's vacation leave bank has a minimum of 40 hours remaining after cash out.

#### Vacation Approval

All vacation leave shall be requested in writing, through email or Outlook, and taken at a time mutually agreeable to the employee and his or her supervisor. The Agency reserves the right to deny requested vacation leave when such leave would interfere with operations or create an adverse impact on the completion of work. The Agency urges employees to secure vacation approval well in advance of desired vacation days to allow for work coverage. Where conflicts develop, preference will be given to the earliest request with the more senior employee receiving preference in the case of a tie. Every effort will be made to grant an employee's leave request in the event of an emergency.

In the case that an employee is out sick but is out of accrued sick leave, accrued vacation time will be used to compensate the employee for the time away from work.

#### Sick Leave

Sick leave provides compensation to employees who are unable to work because of the employee's illness or injury, or because of the illness or injury of their immediate family members. Time off for health care appointments for employees or their immediate family members will be treated as sick leave. An immediate family member is defined as spouse or registered domestic partner, wife, husband, mother, step mother, mother-in-law, father, step father, father-in-law, daughter, step daughter, daughter-in-law, son, step son, son-in-law, brother, sister, grandmother, grandfather, grandchild or other individual living in the immediate household.

Eligible Employees: Full-time and part-time employees are eligible to accrue sick leave.

Sick Leave Accrual: Sick leave is accrued without limitation. Full-time employees accrue 96 hours of sick leave per year. Part-time employees will accrue at a prorated rate, based on the total hours worked per week

Sick Leave Cash-Out: Employees will be reimbursed 50% of their accrued sick leave upon retirement or death and 25% upon voluntary separation from the Fresno Housing Authority. Upon dismissal for cause, no sick leave shall be paid and accruals are forfeited.

Revised xx/xx/xxxx

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Requesting and Reporting Sick Leave: Fresno Housing Authority may require a supporting statement from the attending employee's medical practitioner if the request for sick leave is in excess of three (3) consecutive Fresno Housing Authority consecutive working days. Fresno Housing Authority may require a supporting statement from the medical practitioner for absences of less than three working days if there is reason to suspect leave abuse. It shall be the responsibility of each employee absent from duty due to illness or injury to notify his/her immediate supervisor, or the supervisor's designee, on the start of the first day of absence and each subsequent day of the absence.

*Use of Sick Leave:* Sick leave shall not be used if it has not yet been accrued. With <a href="mailto:immediate-his/her">immediate-his/her</a> supervisor's approval an employee may flex time within a given workday to accommodate medical and other medically related appointments that cannot be scheduled outside of work hours. Accrued sick leave may be used for healthcare appointments for the employee or his/her immediate family members.

Sick Leave and Worker's Compensation: When an employee is awarded temporary disability benefits as the result of a <a href="mailto:jeb-work-related">jeb-work-related</a> illness or injury, he/she may use accrued sick leave to make up the difference between the amount of the daily Workers' Compensation temporary disability benefits paid and his/her regular salary.

Sick Leave and State Disability Insurance (SDI): When an employee is determined eligible for SDI benefits he/she may use accrued sick leave to make up the difference between the amount of SDI benefit paid, and the employee's normal salary immediately prior to the disability. In the event the employee's payments received from accrued sick leave and SDI benefits exceed the employee's normal salary, the employee shall reimburse the Fresno Housing Authority for such overpayment and the employee's sick leave shall be credited with the appropriate hours.

#### **Bereavement Leave**

All regular full-time and part-time employees will be allowed up to three (3) days of paid leave for the death of an immediate family member. <u>Employees will be granted up to five (5) days of bereavement leave to attend out-of-state funeral services.</u>

For purposes of this policy, immediate family member means: wife, husband, domestic partner, mother, step mother, mother-in-law, father, step father, father-in-law, child (including adopted, step and foster), daughter-in-law, son-in-law, brother, sister, grandmother, grandfather, grandchild or other individual living in the employee's immediate household.

-If an employee needs additional time off, he or she may use vacation leave, compensatory time, or sick leave subject to supervisor approval, or personal leave without pay subject to the approval of the Executive Director or his/her designeeemployee's supervisor. When requesting bereavement leave, employees should inform their immediate supervisor of the deceased family member and the date of death. Proof of death and/or proof of relationship may be required.

Revised xx/xx/xxxx

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## Personal Unpaid Leaves of Absence

An employee who wishes to take a personaln unpaid—leave of absence must request and receive permission in writing from the Executive Director or his/her designee prior to beginning such leave. Personal leaves of absence will only be approved once an employee's FMLA/CFRA leave balances are exhausted. Once a personal leave is approved, depending on the reason for leave employees may be required to use any remaining accrued vacation and/or sick time while on leave. While on personal leave, an employee will not receive holiday pay nor accrue vacation and sick leave time. Vacation and sick leave will begin to accrue upon the employee's return to work. An employee granted personal leave will not be eligible for group health plan benefits except as provided in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). Health plan premiums while covered under COBRA will be the responsibility of the employee. Continuation of coverage will be dependent upon timely payment of premiums. In the event that an employee's personal leave time results in a reduced schedule to part-time hours, the employee will be responsible for the employee portion of any applicable part-time medical premiums, while working the modified schedule. A personal n unpaid leave of absence may be granted to employees for a period generally not to exceed one (1) year beyond the exhaustion of FMLA/CFRA-related leave for the following reasons:

- In the event of an employee's illness or injury beyond that covered by paid sick leave and the
  employee is not eligible for an unpaid leave of absence under the Family and Medical Leave Act
  or the California Family Rights Act;
- To pursue education or training which will materially benefit the Agency, as determined by the Executive Director;
- 3. To seek political office;
- 4. For other personal reasons which do not cause inconvenience to the Agency;

The Executive Director, or his/her designee, retains sole discretion over whether a request for <u>personal unpaid</u> leave will be granted. A request for <u>unpaid personal</u> leave of absence may be denied to prevent significant hardship on Agency operations or as otherwise deemed necessary by the Executive Director. In the event an employee <u>desires wishes</u> to request an extension to a period of <u>unpaidpersonal</u> leave, any such request must be made to the Executive Director prior to the initial approved leave ending.

## Military Leave

Employees shall be afforded military leave in accordance with the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Following During any period of paid military leave that may apply, an employee may use a pro-rated amount of accrued vacation leave to make up the difference between his/her usual Agency pay and the amount of his/her military earnings.

## **Return from Military Leave**

Revised xx/xx/xxxx



Employees returning from military leave shall be reinstated in accordance with both state and federal law.

## Military Spouse Leave

Qualified employees will be given up to ten (10) days leave during that time in which an employee's spouse or registered domestic partner is on leave from deployment during a period of "military conflict," as that term is defined in Military and Veterans Code section 395.10.. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of twenty (20) or more hours per week and have a spouse or registered domestic partner who is serving as:

- A member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or:
- 2. A member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the Agency with a written request for such leave within two (2) business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The employee must also provide written documentation to the Agency certifying that the military member will be on military leave from deployment.

## Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel Leave

Employees will be granted time off (without pay) to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel are also eligible for leave of up to fourteen (14) days per calendar year for fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

## Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in an election may request time off to vote. If possible, employees should make their request at least two days in

Revised xx/xx/xxxx





advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free-time for voting and the least time off work.

#### Court Leave

An employee requested by the Agency to testify in court shall receive his/her regular pay. Regular and probationary full-time employees called to serve jury duty service, shall be entitled to "paid" court leave and such absence shall not be considered as annual leave or unpaid leave of absence. An employee called to serve as a witness in court regarding issues unrelated to Agency business, and/or by a party other than the Agency, shall be required to use annual leave or compensatory time earned or may request to take an unpaid leave of absence for such purposes.

Any fees collected by an employee for jury or witness duty (minus reimbursement for parking or mileage) shall be submitted to the Agency by the employee in situations where the employee is receiving "paid" court leave. Employees shall cash any check(s) received from the court, keep any amounts allotted for parking or mileage, and submit the remaining amount along with the check stub(s) to the Agency's Accounting Department. The employee will be paid their normal salary during the time he/she spends in court. However, if the court fees received are in excess of the employee's regular salary, the employee may request to take annual leave or an unpaid leave of absence during the time spent in court, and then retain any court fees received; (refer to unpaid leave of absence policy for additional provisions).

Before court leave is granted, the employee must submit a copy of the official summons to their supervisor prior to the beginning date of such duty or service.

## Domestic Abuse/Sexual Assault/Stalking Victim'ss' Leave

The Agency will provide time off to an employee who has been the victim of domestic violence or sexual assault to seek any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The Agency requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the Agency with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate or counselor. Employees may use annual leave, compensatory time earned, sick leave, or may request to take an unpaid leave of absence for such purposes.

## Crime Victim's Leave

The Agency will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of the victim, a registered domestic partner

Revised xx/xx/xxxx



of a victim, or the child of a registered domestic partner of a victim. "Immediate family member" means spouse or registered domestic partner, child, step\_child, brother, step brother, sister, step sister, mother, step mother, father, or step father. The Agency requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice within a reasonable time. Employees may use annual leave, compensatory time earned, sick leave, or may request to take an unpaid leave of absence for such purposes.

## **School Leave**

Employees will be granted time off without pay for up to forty (40) hours per calendar year, but no more than nine hours in any calendar month, to <u>formally</u> participate in the activities of schools or licensed child daycare facilities attended by their children. <u>Examples of such activities might include:</u>

- Finding, enrolling or re-enrolling his or her child in a school or with a licensed child care provider
- To address a child care provider or school emergency
- To appear at school on a child's behalf with regard to school suspension
- An employee volunteering in his or her child's classroom, or attending parent-teacher conferences Employees must substitute accrued annual or compensatory time off for purposes of a planned absence under this Section.

Employees wishing to take time off under this section must provide their immediate supervisor with reasonable notice of the planned absence. If both parents of a child are employed by the Agency at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The Agency reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time.

Eligible employees are able to take time off in order to appear at school on a child's behalf with regard to school suspension.

Employees may use annual leave, compensatory time earned, sick leave, or may request to take an unpaid leave of absence <u>after providing reasonable notice provided by the employee to his or her immediate supervisor</u> for such purposes.

## Catastrophic Leave

Revised xx/xx/xxxx

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Employees may donate accumulated sick leave to another employee who personally has a catastrophic illness or injury in order to augment supplement that employee's sick leave time. In order to donate hours or receive hours under this section, an employee must have successfully completed his/her original probationary period. Donors of sick leave time must donate at least eight (8) hours, but not more than fortyh (40) hours, of leave time. Donated leave shall not exceed twenty-five percent (25%) of the donor's accrued leave totals at the time of the donation.

## Leave for Organ or Bone Marrow Donation

The Agency will grant an employee the following paid leaves of absence for the purposes of organ or bone marrow donation:

- A leave of absence up to five (5) days in any one year period for the purpose of donating the employee's bone marrow to another person.
- 2. A leave of absence up to thirty (30) days in any one year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay However, if an employee has accruedearned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of paid sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this **policysection**, the employee must provide written verification to Human Resources that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, annual leave, or seniority. During a leave taken under this policy, the Agency will maintain and pay its portion for coverage under a group health plan, for the full duration of this leave, and in the same manner the coverage would have been maintained if the employee had been actively at work during the leave.

Leave provided under this policy may be taken in one or more periods. Also, leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA).

## **Family and Medical Leave Benefits**

## Eligibility

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Employees who have completed at least twelve (12) months of service, who have worked at least 1,250 hours during the previous 12 months, and who are employed at a worksite employing at least 50 employees, are eligible under federal (Family and Medical Leave Act or "FMLA") and state law (California Family Rights Act or "CFRA") for Family and Medical Leave benefits. Unless stated otherwise, the maximum allowable time for any Family and Medical Leave under this policy is 12 weeks per rolling 12-month period, measured backwards from the first day of the requested leave of absence.

Where possible, Family and Medical Leave taken under both FMLA and CFRA will run concurrently. In addition, Family and Medical Leave will run concurrently with other types of leave, where possible. Leave granted under any of the reasons provided by state and federal law will be counted as Family and Medical Leave and will be considered as part of the 12-week leave entitlement.

## **Permissible Purposes for Leave**

#### **FMLA & CFRA**

Family and Medical Leave time is permitted for the following purposes:

- Birth of the employee's child, or placement of a child with the employee for adoption or foster care ("Bonding Leave"),
- $2. \hspace{1.5cm} \hbox{To care for the employee's spouse, child or parent who has a serious health condition, or }$
- 3. For a serious health condition that makes the employee unable to perform his/her job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## **FMLA Only**

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Eligible employees may qualify for Military Caregiver Leave or Military Qualifying Exigency Leave under the FMLA. FMLA leave taken for theise purposes will not run concurrently with CFRA leave.

## Military Qualifying Exigency Leave

Eligible employees under FMLA may be provided up to twelve (12) weeks of leave in a rolling 12 month period when the employee has a qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is on covered active duty or has been called to covered active duty in the National Guard or Reserves or is a member of the Armed Forces who has been deployed to a foreign country. "Qualifying exigency" is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment reintegration briefings, and (8) additional activities where the Agency and employee agree to the leave.

Time off for Military Qualifying Exigency Leave counts towards the 12-week maximum allowable time for Family and Medical Leave under FMLA.

## Military Caregiver Leave

Eligible employees under FMLA may be provided up to 26 weeks (one-half year) of leave during a single 12-month period to care for a covered service\_member. A covered service\_member is the employee's spouse, <a href="mailto:child.son">child.son</a>, daughter, parent, or next of kin (meaning "nearest blood relative" or person "specially designated") who is recovering from a serious injury or illness which occurred or was aggravated in the line of duty on active duty in the Armed Forces, National Guard, or Reserves, and which may render the service\_member medically unfit to perform his or her military duties; or for which the service\_member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list, and includes veterans who were members of the Armed Forces any time during the past five (5) years, who develop an illness or injury or who aggravated an existing injury during active duty.

An employee may take a maximum combined total of 26 weeks of leave for Military Caregiver Leave and Military Qualifying Exigency Leave or Family and Medical Leave in a single 12-month period.

## **CFRA Only**

## Pregnancy-Related

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave. Employees who are disabled because of pregnancy are entitled to pregnancy disability leave (up to four months and requiring certification of treating physician) and, if eligible, a maximum of 12 weeks of CFRA leave.

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## Registered Domestic Partners

Under California law, effective January 1, 2005, an eligible employee will be entitled to take leave under the CFRA to care for a registered domestic partner, as defined under California law, or the child of a registered domestic partner with a serious medical condition. CFRA leave taken for this purpose does not run concurrently with FMLA leave.

A registered domestic partnership is defined as the following: (1) two same-sex adults, age 18 or above, or (2) two opposite-sex adults, one of whom is age 62 or over and meets the eligibility criteria for Medicare benefits. Additionally, the individuals claiming registered domestic partnership status must share a common residence and must not be married to or in a domestic partnership with another adult or related by blood and must have filed a Declaration of Domestic Partnership with the California Secretary of State

## **Intermittent Family and Medical Leave**

Under some circumstances, Family and Medical Leave may be taken intermittently, which means taking leave in blocks of time, or by reducing an employee's normal weekly or daily work schedule.

If an employee needs to take Family and Medical Leave on an intermittent basis or reduced schedule basis for themselves or to care for a spouse, child or parent family member (i.e. employee's child, child of a registered domestic partner, spouse, registered domestic partner, or parent) with a serious health condition, the employee may be allowed to take leave in intervals as determined by a health care provider.

It may be necessary to temporarily transfer an employee to an alternative position/shift for which the employee is qualified in order to accommodate recurring intermittent leave. The employee's health care provider will be required to re-certify the need for intermittent leave every twelve (12) months or when the intermittent leave expires if less than one year.

If an employee is taking intermittent Family and Medical Leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks and the leave must be concluded within one year of the birth or placement for adoption or foster care of the child.

## **Compensation During Leave**

Family and Medical Leave is typically unpaid. Under those circumstances where an employee's Family and Medical Leave is unpaid (e.g. Family and Medical Leave where the employee is not receiving compensation through a state-sponsored disability program), the Agency will require allow the employee to use all-accrued sick leave and/or vacation time for Family and Medical Leave, subject to the Agency's policies and procedures regarding the taking of such leave-

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Under those circumstances where an employee's Family and Medical Leave is paid (e.g. Family and Medical Leave where the employee is receiving compensation through a state sponsored disability program), the employee may elect to use accrued sick leave and/or vacation time, subject to the Agency's policies and procedures regarding the taking of such leave, in conjunction with any other compensation the employee might receive. \_In order to facilitate consistency in compensation for the employee throughout his/her leave, the Agency will bridge the gap with sick leave and/or vacation time unless otherwise directed in writing by the employee. All payments will be coordinated with any state disability or other wage reimbursement benefits for which employee may be eligible so that at no time will the employee receive a greater total payment than his/her regular salary.

The use of sick leave and/or vacation time will not extend the length of an employee's Family and Medical Leave.

During the unpaid portion of Family and Medical Leave, an employee is ineligible for paid holidays and will not accrue any vacation or sick leave.

## **Benefits During Leave**

An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled prior to the first day of the leave (for up to a maximum of 12 weeks). In some instances, the Agency may recover premiums paid to maintain health coverage for an employee who fails to return to work following Family and Medical Leave. Payment is due at the same time as it would be if made by payroll deduction.

- While on paid\_approved Family and Medical Leave, the Agency will either\_deduct the
  employee's portion of the health plan premium\_from the employee's remaining
  sick/vacation time balances, as a regular payroll deduction, or the premium payment
  may be made directly to the Agency by the employee, by personal check.
- If leave is unpaid, the employee must pay his/her portion of the premium.
- Health coverage may cease if a premium payment is more than 30 days late. If payment
  is more than 30 days late, the Agency will send the employee a letter to this effect. If the
  Agency does not receive the employee's premium payment within 15 days of this letter,
  coverage will cease.

If an employee elects not to return to work at the end of the leave for at least 30 calendar days, the employee will be required to reimburse the Agency for the cost of the premiums paid by the Agency for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee's control.

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## Reinstatement

An employee on Family and Medical Leave is requested to provide the Agency with at least two weeks advance notice of the date the employee intends to return to work.

Under most circumstances, upon return from Family and Medical Leave, an employee will be reinstated to his or her original position, or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using Family and Medical Leave.

If an employee is returning from Family and Medical Leave taken for his/her own serious health condition, but he/she is unable to perform the essential functions of his/her job because of a physical or mental disability, the Agency will engage in the an interactive process with that employee in order to identify possible reasonable accommodation(s), if any, that will allow the employee to perform the essential functions of the position. If there is more than one reasonable accommodation that will not imimpose an undue hardship, the Agency will identify and select the accommodation(s) that will be made for the employee. After completion of the interactive process, the Agency will review requested accommodations and make a determination on if the Agency is able to make reasonable accommodations, if the requested accommodations would impose an undue hardship, or if there are other suitable alternate, vacant positions available that the employee is qualified to perform. If an alternate position is not able to be identified, the Agency may offer the employee any remaining leave the employee may be entitled to or eligible for.

## Pregnancy-Related Disability Leave

## Eligibility

Under the California Fair Employment and Housing Act ("FEHA"), an employee disabled by pregnancy, childbirth or related medical conditions is eligible to take a <a href="Peregnancy Delisability Lleave">Peregnancy Delisability Lleave</a> (PDL).

### Leave Available

Pregnancy <u>D</u>disability <u>L</u>leave is available to eligible employees for a maximum of four (4) months (or 88 workdays for a full-time employee) per pregnancy upon medical certification of the health care provider that the employee is disabled due to pregnancy, childbirth or a related medical condition. Actual duration of the leave will be determined by the advice of the employee's <u>physicianhealth care provider</u>.

As an alternative and upon the employee's request and recommendation of the employee's health care provider, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child. Requests for transfers of job duties will be accommodated if feasible and

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provided the rights of others are not breached. The Agency and employee may agree to place the employee in a lower paying position, if desired.

Pregnancy <u>D</u>disability <u>L</u>leave need not be taken in one continuous period of time, but can be taken on an as-needed <u>intermittent</u> basis. Time off taken for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by <u>P</u>pregnancy <u>D</u>disability <u>L</u>leave.

Pregnancy Delisability Lleave runs concurrently with FMLA leave, but not with CFRA leave.

## Compensation During Pregnancy Disability Leave

An employee will be required to utilize accrued sick leave prior to unpaid leave during a pregnancy disability leave. The employee may <u>also</u> choose to utilize accrued vacation. All <u>suchef those</u> payments will be integrated with any state disability or other wage reimbursement benefits that the employee may <u>be</u> receivinge. At no time will an employee receive a greater total payment than his/her regular compensation. During the unpaid portion of pregnancy disability leave, an employee is ineligible for paid holidays and will not accrue any vacation or sick time.

## Benefits During Pregnancy Disability Leave

Subject to the terms, conditions, and limitations of the applicable plans, the Agency will continue to pay its portion of all applicable group insurance premiums which it ordinarily pays on behalf of the employee during the employee's pregnancy disability leave for a period of up to 4 months. The employee must continue to pay the employee portion of the insurance premiums during the leave of absence. Failure by the employee to make this premium payment may result in a loss of benefits.

### Reinstatement

Upon return from a pregnancy disability leave, the employee is required to provide medical certification from her health care provider that she is able to return to work. <u>Under most circumstances</u>, upon submission of certification from a health care provider that the employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her original position, or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. In addition, an employee's use of Pregnancy Disability Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using Pregnancy Disability Leave.

Under most circumstances, upon submission of certification from a health care provider that the employee is able to return to work from a pregnancy disability leave, she will be reinstated to the same position held at the time the leave began, unless the job no longer exists, or the job has been filled in order to avoid undermining the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If the employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available, or placing the

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employee in the available position would substantially undermine the Agency's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities.

If upon return to workfrom a pregnancy disability leave an employee is unable to perform the essential functions of the job because of a physical or mental disability, the Agency will make reasonable accommodations for the employee to the extent that doing so would not create an undue hardship for the Agency, the Agency will engage in an interactive process with that employee in order to identify possible reasonable accommodation(s), if any, that will allow the employee to perform the essential functions of the position. If there is more than one reasonable accommodation that will not pose an undue hardship, the Agency will identify and select the accommodation(s) that will be made for the employee. After completion of the interactive process, the Agency will review requested accommodations and make a determination on if the Agency is able to make reasonable accommodations, if the requested accommodations would impose an undue hardship, or if there are other suitable alternate, vacant positions available that the employee is qualified to perform. If an alternate position is not able to be identified, the Agency may offer the employee any remaining leave the employee may be entitled to or eligible for.

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## Workers' Compensation Leave

## Overview

Workers Compensation is a system by which an employer provides insurance benefits to allow benefits for to any employee who suffers an accidental injury or illness arising out of and in the course of employment as set forth in the Workers' Compensation laws of the State of California.

- Employees are required to report all work-related injuries or illnesses immediately (or as soon as
  possible) to the employee's supervisor. Delay in reporting job injuries or illnesses may result in
  the loss of benefits.
- Supervisors have the duty to report the injuries or illnesses to the Human Resources Department immediately upon notice of the injury or illness.
- The Human Resources Department will report information to the 3<sup>rd</sup> party administrator for processing.

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The Agency will grant an employee a Workers' Compensation Leave in accordance with state law if the employee experiences an occupational illness or injury and time off from work is required for the employee to recover. As an alternative, the Agency may offer an employee modified work.

Leave taken under the workers' compensation policy runs concurrently with Family and Medical Leave under both federal and state law.

## Reinstatement

Upon submission of certification from a health care provider that an employee is able to return to work after a Workers' Compensation Leave, under most circumstances the employee will be reinstated to his/her same position held at the time the leave began, or to an equivalent position. However, there are no guarantees and an employee's return depends on his/her qualifications and abilities at the time of his/her return. An employee returning from a Workers' Compensation Leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. If an employee's position has been eliminated or filled in order to avoid undermining the Agency's ability to operate safely and efficiently during the leave, and no equivalent positions are available, the employee will be given the same consideration as other equally qualified candidates for any open identical or comparable positions for which he/she is qualified.

In situations where an employee is returning from a Workers' Compensation Leave that runs concurrently with a Family and Medical Leave, then the provisions of the Family and Medical Leave policy will also apply.

Upon submission of certification from a health care provider that an employee is able to return to work after a Worker's Compensation Leave, under most circumstances, upon return from Worker's Compensation Leave, an employee will be reinstated to his or her original position, or to a comparable position with equivalent pay, benefits, and other employment terms and conditions.

If an employee is returning from Worker's Compensation Leave but he/she is unable to perform the essential functions of his/her job due to documented medical restrictions, the Agency will engage in an interactive process with that employee in order to identify possible reasonable accommodation(s), if any, that will allow the employee to perform the essential functions of the position. If there is more than one reasonable accommodation that will not pose an undue hardship, the Agency will identify and select the accommodation(s) that will be made for the employee. After completion of the interactive process, the Agency will review requested accommodations and make a determination on if the Agency is able to make reasonable accommodations, if the requested accommodations would impose an undue hardship, or if there are other suitable alternate, vacant positions available that the employee is qualified to perform. If an alternate position is not able to be identified, the Agency may offer the employee any remaining leave the employee may be entitled to or eligible for.

If, upon return from a Workers' Compensation Leave, an employee is unable to perform the essential functions of his/her position because of a physical or mental disability, the Agency will provide

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reasonable accommodations for the employee to the extent that doing so would not create an unduc hardship for the Agency.

Performance Evaluations Upon Return From Leave

Non Pay-For-Performance employees: For leaves of less than 90 consecutive days, employees will receive their performance review on schedule if returning to work prior to their next review date, or as soon as possible after returning from leave if their review was during leave. For leaves over 90 consecutive days, Human Resources will assign a new review cycle effective date based upon the number of days the employee was on leave. Pay-For-Performance employees: evaluation dates remain the same regardless of the length of leave, and the review will be given upon the employee returning to work.

## **Unauthorized Leave**

An employee who is absent from work without proper authorizationsufficient notice to the Agency for more than three (3) consecutively scheduled work days shall be considered to have voluntarily resigned.

When an employee is absent without proper authorization, <u>appropriate</u> deductions <u>shallwill</u> be made from the employee's pay for the period of absence.

## Responsibility

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

This Policy does not constitute a contractual agreement whatsoever, nor does it supersede any contractual arrangements that exist. No promise of any kind is made by the Agency in this Policy. Where the Time Away from Work Policy conflicts with a labor agreement, Memorandum of Understanding (MOU), or federal, state, or local law, the labor agreement or law shall prevail.

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## BOARD MEMO

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

www.fresnohousing.org

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** October 19, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 9f

**AUTHOR:** Angie Nguyen

**SUBJECT:** Approval of the Application to the U.S. Department of Housing and Urban Development Veterans Affairs Supportive Housing Program

## **Executive Summary**

The U.S. Department of Housing and Urban Development (HUD) in collaboration with the U.S. Department of Veterans Affairs (VA) oversees the Veterans Affairs Supportive Housing Program (VASH). The intention of the program is to provide housing and supportive services to Veterans and their families who are experiencing homelessness. As the program is overseen jointly, responsibility for tenant based rental assistance falls to Fresno Housing (FH), while provision of supportive services is the purview of the Fresno VA Medical Center (Fresno VAMC). FH has been invited by HUD to submit an application for additional VASH vouchers; said application is due on October 31, 2017. The number of vouchers to be alloted to FH is unknown at this time; HUD makes that determination by completing an analysis of various factors including data and the number of PHAs responding to the HUD notice.

To date, FH has been awarded 371 VASH vouchers; 315 (85%) are currently under lease. The January 2017 Point-in-Time Count indicated there were 211 sheltered and unsheltered Veterans; the Veteran By Name List – which is a more specific 'real time' measure – counts 162 sheltered and unsheltered Veterans as of October 2017.

## Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority of the County of Fresno adopt the attached resolutions authorizing: (a) submission of application to the U.S. Department of Housing and Urban Development for Veteran Affairs Supportive Housing Program vouchers; (b) execution, by the Executive Director, or his designee, of any resulting contract(s), and association amendments; (c) to hire related personnel to administer the program(s) in accordance with the funding requirements.

## **Fiscal Impact**

HUD evenly the VASH funds granted under each increment throughout the fiscal year, making funds available regardless of utilization. Current staffing levels are supported by the Administrative Fees received and we do not anticipate any staffing changes necessary to administer the new HUD-VASH vouchers. This program has no match requirement.

## **Background Information**

Fresno Housing has participated in the VASH program in partnership with Fresno VAMC since 2009. The program has traditionally struggled to achieve optimal utilization primarily due to inconsistent referrals from Fresno VAMC, low success rate from referral to lease up and instability in Fresno VAMC staffing. At present, utilization is at 85% - the highest it has been since inception of the program. However, VASH continues to lack consistent referrals; in 2017, VASH experienced an average of only nine (9) referrals per month. Program referral to lease up rates has remained stagnant at approximately 55%.

To improve utilization, FH will continue to work with Fresno VAMC to better utilize the Veteran By Name List; connecting with those Veterans in emergency and transitional housing to VASH. Regarding successfully leasing, there is discussion with the VAMC partners of a two-pronged strategy. The first strategy is to use a leasing schedule to set a concrete measure for leasing each month. Although not a new strategy, it is one not regularly monitored. The second strategy is joint data collection to document and analyze barriers and successes to leasing. These leasing strategies will begin within the next two months, with a review each quarter and adjustments made as necessary.

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

## BEFORE THE BOARDS OF COMMISSIONERS OF THE

## HOUSING AUTHORITIES OF THE CITY OF FRESNO

## RESOLUTION AUTHORIZING APPLICATION TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR VETERAN AFFAIRS SUPPORTIVE HOUSING PROGRAM VOUCHERS

WHEREAS, the Housing Authority City of Fresno has been invited to submit an application to the U.S. Department of Housing and Urban Development for additional Veteran Affairs Supportive Housing program vouchers;

WHEREAS, said program is intended to provide housing for homeless Veterans and families residing in Fresno County; and,

WHEREAS, the CEO/Executive Director, Preston Prince and/or his designee(s), on behalf of the Agency, is the representative for the advocacy of homeless solutions and related services; and,

WHEREAS, the Agency remains committed to its role to contribute its efforts and resources towards evidence-based best practices to ending homelessness, including but not limited to Housing First,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby authorize the Executive Director or his designee to proceed with negotiation and execute all ancillary documents in connection therewith for application submission and agreement with the U.S. Department of Housing and Urban Development pursuant to Veteran Affairs Supportive Housing program vouchers.

PASSED AND ADOPTED THIS 24th DAY OF October, 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

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

## BEFORE THE BOARDS OF COMMISSIONERS OF THE

## HOUSING AUTHORITIES OF THE COUNTY OF FRESNO

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WHEREAS, the CEO/Executive Director, Preston Prince and/or his designee(s), on behalf of the Agency, is the representative for the advocacy of homeless solutions and related services; and.

WHEREAS, the Agency remains committed to its role to contribute its efforts and resources towards evidence-based best practices to ending homelessness, including but not limited to Housing First,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno, hereby authorize the Executive Director or his designee to proceed with negotiation and execute all ancillary documents in connection therewith for application submission and agreement with the U.S. Department of Housing and Urban Development pursuant to Veteran Affairs Supportive Housing program vouchers.

PASSED AND ADOPTED THIS 24th DAY OF October, 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



## BOARD MEMO

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**TO:** Boards of Commissioners **DATE:** October 17, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 9g

CEO/Executive Director AUTHOR: Emily De La Guerra

**SUBJECT:** Consideration of the Contract with Novogradac & Company LLP

for Tax Credit CPA and Annual Audit Services

## **Executive Summary**

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and Novogradac & Company LLP (Novogradac). The Agency currently has a contract with Novogradac to provide services for tax credit CPA and annual audit services for the Agency's instrumentalities and affiliated entities. Staff is requesting that the contract be extended to cover the year ending December 31, 2018. This will be the first extension of the contract and will be valid from November 1, 2017 through October 31, 2018.

The Boards of Commissioners originally approved the contract on October 25th, 2016, for an amount not to exceed \$23,000, for the audits and tax returns for the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc.. Staff will also be asking the Silvercrest Board of Directors to consider and approve the contract for the Tax Credit Limited Partnerships for which Silvercrest is the Managing General Partner.

## Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to extend the contract with Novogradac & Company LLP from November 1, 2017 through October 31, 2018 in the amount of \$23,000, with the option to renew the contract for an additional three, one-year periods for a total potential not-to-exceed amount of \$115,000.

## **Fiscal Impact**

The fiscal impact of this items will be \$23,000 in fiscal year 2018. The cost of each audit is borne by each specific entity and will be included in their 2018 budgets.

## **Background**

In June of 2016, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform tax credit CPA and audit

services. The services requested in the RFP included many requirements that are specific to the Low-Income Housing Tax Credit (LIHTC) program, including:

- Audits and Tax Returns for Tax Credit Limited Partnerships, also known as Single-Purpose Entities,
- Tax Returns for the Limited Liability Corporations associated with those Limited Partnerships,
- Eligible Tax Basis, Qualifying Project Certifications, and Cash Flow Analysis for specific projects during the California Tax Credit Allocation Committee (CTCAC) application period, and
- Required certifications for CTCAC, including 10% Tests, Carryover Allocation Documentation,
   Cost Certification Statements, Final Cost Certifications/Verifications of Sources and Uses, and
   Placed-In-Service Packages.

In response, the Agency received proposals from six (6) firms: CliftonLarson Allen LLP, CohnReznick LLP, Eide Bailly LLP, Novogradac & Company LLP, Rubino & Company Chartered, and Smith Marion & Company LLP. The RFP methodology considers both technical factors and price when evaluating a proposal. Awards are based on the proposal that represents the best overall value when considering both price and other factors including technical expertise, successful past performance, quality of proposed staffing, etc. Based on this assessment, the selection committee consisting of staff from Finance, Development, Asset Management and two third-party property management companies, recommended Novogradac & Company LLP for award being the top-rated proposer overall.

In October 2016, Novogradac was selected as the successful proposer due to many factors, including their specific technical knowledge of tax credit requirements, multi-family housing audit procedures, and taxation rules for tax credit investment instruments, limited partnerships, limited liability corporations and non-profit entities. The Boards of Commissioners originally approved the contract on October 25, 2016 for an amount not to exceed \$23,000 annually, for a total potential not to exceed amount of \$115,000.

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

## BEFORE THE BOARD OF COMMISSIONERS OF THE

## **HOUSING AUTHORITY OF THE CITY OF FRESNO, CA**

# RESOLUTION APPROVING THE CONTRACT FOR TAX CREDIT CPA AND ANNUAL AUDIT SERVICES

WHEREAS, the Housing Authority of the City of Fresno ("the Authority") solicited proposals from qualified firms to provide tax credit CPA and annual audit services; and,

WHEREAS, Novogradac & Company LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be November 1, 2017 through October 31, 2018, with an option to extend the contract term for three additional, one-year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc.; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Novogradac & Company LLP for tax credit CPA and annual audit services for one year, beginning November 1, 2017, for an amount not to exceed \$23,000; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Novogradac & Company LLP.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. 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 Commissioner

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

## BEFORE THE BOARD OF COMMISSIONERS OF THE

## **HOUSING AUTHORITY OF FRESNO COUNTY, CA**

## RESOLUTION APPROVING THE CONTRACT FOR TAX CREDIT CPA AND ANNUAL AUDIT SERVICES

WHEREAS, the Housing Authority of Fresno County ("the Authority") solicited proposals from qualified firms to provide tax credit CPA and annual audit services; and,

WHEREAS, Novogradac & Company LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be November 1, 2017 through October 31, 2018, with an option to extend the contract term for three additional, one-year terms, for a possible total contract term of five years; and,

WHEREAS, the said contract will cover the Housing Relinquished Fund Corporation (HRFC), the Housing Self-Insurance Corporation (HSIC), Silvercrest, Inc., Villa del Mar, Inc. and Housing Connections & Compliance, Inc.; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Novogradac & Company LLP for tax credit CPA and annual audit services for one year, beginning November 1, 2017, for an amount not to exceed \$23,000; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Novogradac & Company LLP.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. 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 Commissioner



## BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** October 19, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 9h

CEO/Executive Director AUTHOR: Emily De La Guerra

**SUBJECT:** Consideration of Contract Extension with Davis Farr LLP for

**Independent Audit Services** 

## **Executive Summary**

The purpose of this memo is to seek the Boards of Commissioners' approval to extend the contract between the Fresno Housing Authority and Davis Farr LLP. The Agency currently has a contract with Davis Farr LLP to provide services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, which includes all Agency instrumentalities, for year ending December 31, 2017. This will be the second extension of the contract and will be valid from December 15, 2017 through December 14, 2018.

The Boards of Commissioners originally approved this contract on September 22, 2015 with an annual contract amount of \$125,000. The contract was modified for an additional \$19,100 in November 2016 to provide supplementary audit services for Garland Gardens, Parkside Apartments, and an internal control review. The new contract amounts are not-to-exceed \$144,100 per year. Davis Farr was originally selected as the successful proposer due to many factors, including their specific technical knowledge of Housing Authority audit requirements, HUD grant compliance, and expertise of governmental accounting and internal control standards.

## Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, or his designee, to extend the contract with Davis Farr LLP from December 15, 2017 through December 14, 2018 for an amount not-to-exceed \$144,100.

## **Fiscal Impact**

The fiscal impact of the contract extension will be no more than \$144,100 in fiscal year 2018, per our contract limits. This amount will be paid by the Housing Authority and will be included in the 2018 Agency Operating Budget.

## **Background**

In October of 2014, the Agency published an RFP to solicit proposals from qualified certified public accounting firms to perform the Agency's annual

financial statement audits. In response, the Agency received proposals from nine (9) firms: Mayer Hoffman McCann P.C. (now doing business as Davis Farr LLP), Barman Hopkins Wright & LaHam CPAs LLC, CliftonLarson Allen LLP, CohnReznick LLP, Macias Gini & O'Connell LLP, Novogradac and Company LLP, Rector Reeder & Lofton P.C., Smith Marion & Company LLP, and Wallace Rowe & Associates.

The RFP methodology considers both technical factors and price when evaluating a proposal. Awards are based on the proposal that represents the best overall value to the Agency, while taking into consideration price, technical expertise, successful past performance, quality of proposed staffing, etc. Based on this assessment, the selection committee consisting of staff from Finance, Housing Management and Assisted Housing (HCV), recommended Mayer Hoffman McCann P.C. (MHM, now doing business as Davis Farr LLP) as the top-rated proposer overall, and offering the best price of the top-three rated proposers.

On December 10, 2014 a Notice of Successful Proposer was distributed to the firms that submitted proposals outlining The Agency's intent to enter into a contract with Mayer Hoffman McCann P.C. (now doing business as Davis Farr LLP) prior to the start of the audit for the year ending December 31, 2015. In May of 2015, however, Agency staff received notification from the audit engagement partner of MHM that the government auditing segment of the firm was in the process of separating from MHM to become a stand-alone firm by the name of Davis Farr LLP. As a result of this transaction, the government audit practice that was formerly conducted under the name of Mayer Hoffman McCann P.C. is now operating under the name of Davis Farr LLP, a separate audit firm independent of MHM.

As the awarded firm's change in legal structure preceded the actual execution of a contract pursuant to the procurement process undertaken by the RFP, Agency staff sought assurance that Davis Farr LLP is essentially the same as MHM's former government auditing segment, and would have been awarded the RFP had the transition occurred prior to submission of the proposal. When weighed by the same qualitative metric put forth in the Agency's RFP Staff's inquiries revealed that Davis-Farr offered equivalent credentials, similar experience, and similar technical capabilities compared to MHM. Davis Farr would also provide continuity of audit staff and resources, just as proposed by MHM. Moreover, Davis Farr has reviewed the proposal originally submitted by MHM and has confirmed that they will honor the same terms, conditions, and pricing that resulted in MHM being selected for the award. On August 30, 2015, Marc Davis, audit principal of Davis Farr LLP, provided to the Agency a memorandum detailing his acceptance of the assignment of the audit contract to his newly established firm.

On September 22, 2015, the Boards of Commissioners for the Fresno Housing Authority approved the contract between the Agency and Davis Farr LLP for the Agency's annual Basic Financial Statement audits for an initial term of one year in the amount of \$125,000, with the option to renew for an additional four (4) one (1) year periods for a total potential contract amount of \$625,000.

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

## BEFORE THE BOARD OF COMMISSIONERS OF THE

## **HOUSING AUTHORITY OF THE CITY OF FRESNO**

## RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR INDEPENDENT AUDIT SERVICES

WHEREAS, the Housing Authority of the City of Fresno ("the Authority") solicited proposals from qualified firms to provide independent audit services; and,

WHEREAS, Davis Farr LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be one year from the date of contract execution, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the Authority has entered into a contract with Davis Farr LLP for an amount not to exceed \$125,000 per year for a total not-to-exceed amount of \$625,000; and,

WHEREAS, the Authority modified the contract on November 7, 2016 to include additional audit services for Garland Gardens, Parkside Apartments, and internal control review for \$19,100; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2017, for an amount not to exceed \$144,100; and,

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 authorized to negotiate and execute the aforementioned contract and supporting documents with Davis Farr LLP.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

	Preston Prince Secretary of the Boards of Commissione
ABSTAIN:	
ABSENT:	
NOES:	
AYES:	

	RESOLUTION NO.	
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## BEFORE THE BOARD OF COMMISSIONERS OF THE

## **HOUSING AUTHORITY OF FRESNO COUNTY**

## RESOLUTION APPROVING THE EXTENSION OF THE CONTRACT FOR INDEPENDENT AUDIT SERVICES

WHEREAS, the Housing Authority of Fresno County ("the Authority") solicited proposals from qualified firms to provide independent audit services; and,

WHEREAS, Davis Farr LLP was a responsive and responsible firm who provided qualifications and prices that are the most advantageous to the Authority; and,

WHEREAS, the term of said contract will be one year from the date of contract execution, with an option to extend the contract term for four additional, one year terms, for a possible total contract term of five years; and,

WHEREAS, the Authority has entered into a contract with Davis Farr LLP for an amount not to exceed \$125,000 per year for a total not-to-exceed amount of \$625,000; and,

WHEREAS, the Authority modified the contract on November 7, 2016 to include additional audit services for Garland Gardens, Parkside Apartments, and internal control review for \$19,100; and,

WHEREAS, the Authority desires to exercise its option to extend the contract with Davis Farr LLP for independent audit services for one year, beginning December 15, 2017, for an amount not to exceed \$144,100; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate and execute the aforementioned contract and supporting documents with Davis Farr LLP.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AVEC.

	Preston Prince, Secretary of the Boards of Commissioners
ABSTAIN:	
ABSENT:	
NOES:	
ATES.	



## BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** 0

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

**DATE:** October 19, 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 9i

**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 institution(s) with which we do business, and have the ability to process payments in a timely manner.

Based on auditor recommendations and industry best practices, staff is recommending that Tammy Townsend, Deputy Executive Director/CAO, be added as a assigned designee and also as an authorized banking officer. Futhermore, it is recommended that the Director of Finance and Administration be removed as a check signer. Below is a summary of the current approved authorities compared to the proposed authorities, with the changes highlighted.

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.

Activity Type	Current Authorizations	Proposed Authorizations
Executing Documents, Contracts, and Other Instruments	- CEO/Executive Director - Deputy Executive Director - Chief of Staff	- CEO/Executive Director - Deputy Executive Director - Chief of Staff
Conducting Banking Activities & Check Signing	- CEO/Executive Director - Deputy Executive Director - Chief of Staff - Director of Human Resources & Organizational Development - Director of Planning & Community Development - Director of Finance & Administration	- CEO/Executive Director - Deputy Executive Director - Chief of Staff - Director of Human Resources & Organizational Development - Director of Planning & Community Development  - Director of Finance & Administration

## 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.

## **Fiscal Impact**

There is no fiscal impact to approving these changes.

## RESOLUTION NO.

## BEFORE THE BOARD OF COMMISSIONERS OF THE

## HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

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/COO, Tracewell Hanrahan; the Deputy Executive Director/COA, Tammy Townsend;

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 24th DAY OF OCTOBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

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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, CA

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/COO, Tracewell Hanrahan; the Deputy Executive Director/CAO, Tammy Townsend;

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 24th DAY OF OCTOBER, 2017. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

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Δ	v	⊢ ∽ ·

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, CA

# 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 four (4) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director/COO; Tammy Townsend, Deputy Executive Director/CAO; 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 four (4) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director/COO; Tammy Townsend, Deputy Executive Director/CAO; 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, PNC 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/COO; and/or Tammy Townsend, Deputy Executive

Director/CAO. The second signature may be that of the Chief of Staff; Director of

Human Resources & Organizational Development; or the Director of Planning &

Community Development.

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 24th DAY OF OCTOBER, 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 Board of Commissioners

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

#### BEFORE THE BOARD OF COMMISSIONERS OF THE

#### HOUSING AUTHORITY OF THE CITY OF FRESNO, CA

## 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 four (4) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director/COO; Tammy Townsend, Deputy Executive Director/CAO; 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 four (4) of the following officers of this organization: Preston Prince, CEO/Executive Director; Tracewell Hanrahan, Deputy Executive Director/COO; Tammy Townsend, Deputy Executive Director/CAO; 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, PNC 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/COO; and/or Tammy Townsend, Deputy Executive

Director/CAO. The second signature may be that of the Chief of Staff; Director of

Human Resources & Organizational Development; or the Director of Planning &

Community Development.

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 24th DAY OF OCTOBER, 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 Board of Commissioners

74



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

www.fresnohousing.org

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** October, 18 2017

**BOARD MEETING:** October 24, 2017

**AGENDA ITEM:** 10a

**AUTHOR:** Mary Helen Caggianelli

**SUBJECT:** Resident Services Presentation: Centro La Familia – Behavioral

Health Prevention and Early Intervention Services

#### **Executive Summary**

Vanessa Sandoval, Community Health Worker, with Centro La Familia will present information regarding behavioral health prevention and early intervention services offered to families in the community including several Fresno Housing properties. Additional information will be provided at the Boards of Commissioners meeting.

#### Recommendation

No action is necessary. This item is informational only.



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www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** October 19, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 10b

CEO/Executive Director AUTHOR: Emily De La Guerra

**SUBJECT:** Update on the 2018 Agency Budget Process

#### **Executive Summary**

As part of the ongoing budget development process for the Agency, staff will be presenting the Boards of Commissioners with information pertaining to the Federal budget and potential implications for the Housing Authority. Discussion will begin with information on the general budgetary context within which HUD operates. This information will be followed by potential 2018 revenue risks for major Agency programs and revenue sources. Staff will also be presenting a draft high-level 2018 Agency Operating Budget, including supporting information on federal funding levels and other factors that have influnced budgeting decisions and priorities.

#### Recommendation

No action necessary. This item is informational only.



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www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** October 18, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 10c

CEO/Executive Director AUTHOR: Dave Brenner

**SUBJECT:** Update on the real property acquisition at Blackstone & Simpson

(APN's 443-104-08, 443-104-09, 443-104-10, & 443-104-23)

#### **Executive Summary**

The Blackstone & Simpson site is an existing commercial/retail site along the Blackstone corridor in close proximity to the Manchester Transit Center on approximately .78 acres in Fresno, CA.

In March 2017, the Boards approved entry into an Memorandum of Understanding (MOU) with Scott Miller and Austin Ewell for the acquisition of the property. This included approval to submit the concept project for competitive funding opportunities.

In June, 2017, the Boards provided authorization to acquire the property pending the completion of due diligence activities and approved \$1,400,000 in HRFC funding to acquire the property and existing commercial buildings and provide for costs related to pre-development activities.

The architectural firm GGLO has completed preliminary plans for the project. These plans are currently with the City for the Development Permit review process. All necessary rezones, general plan updates, environmental and engineering assessments have also been completed. Per the purchase and sale agreement, the end of the due diligence period is November 30, 2017.

With due diligence complete, staff intends to proceed with the execution of the purchase by November 17, 2017, as per the resolution dated June 27, 2017.

Staff further intends to submit the project on January 16, 2018 to the Strategic Growth Council for the Affordable Housing and Sustainable Communities competetive loan program. Staff will continue to provide the Boards with updates and will present a full financing plan for approval prior to submission of funding applications.

#### Recommendation

This item is informational only.



## Blackstone/Simpson Informational Update

October 24, 2017



## **Blackstone/Simpson (Fresno)**

- Potential for rehabilitation of existing commercial and new construction of approximately 45 affordable housing units
- Board approved Assignment of Purchase and Sale Agreement March 2017
- Board approved HRFC commitment of \$1.4 million June 2017
- Board approved authorization to proceed with acquisition June 2017
- Due diligence complete; anticipating acquisition closing November 2017
- Potential January 2018 AHSC Application

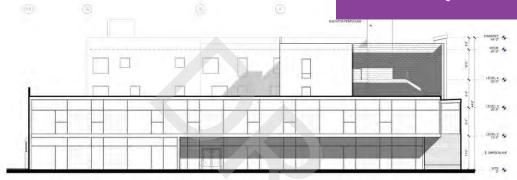




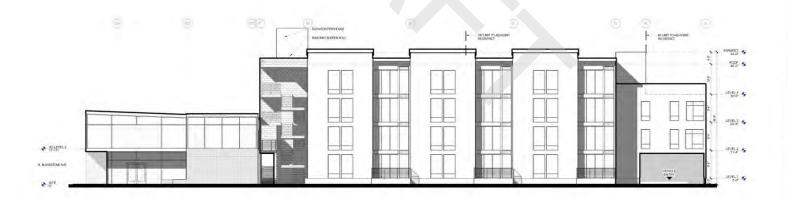
## Blackstone/Simpson Site (Fresno)



# Blackstone/Simpson Site (Fresno)



1 EAST/BLACKSTONE ELEVATION



NORTH/SIMPSON ELEVATION



PRESNO HOUSING AUTHORITY -BLACKSTONE SITE

PROJECT ADDRESS
3039 N BLACKSTONE AVE
FRESNO, CA
93704

FRESNO HOUSING AUTHORITY 1331 Fulton Mall FRESNO, CA 93721



WARK DIE DESCRIPTON

ISSUE INFORMATION

PROJECT NO:

DIE OFFICIENT IN COMPRE

GELO PRODEST MANNERP

EAST/NORTH ELEVATION

A-201



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

www.fresnohousing.org

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** October 19, 2017

**BOARD MEETING:** October 24, 2017

AGENDA ITEM: 10d

**AUTHOR:** Christina Husbands

**SUBJECT:** Real Estate Development Update

#### **Executive Summary**

Staff will present an overview of current pre-development activities.

#### Recommendation

None at this time. Informational only.



# Blackstone/Simpson Informational Update

October 24, 2017



## **Blackstone/Simpson (Fresno)**

- Potential for rehabilitation of existing commercial and new construction of approximately 45 affordable housing units
- Board approved Assignment of Purchase and Sale Agreement March 2017
- Board approved HRFC commitment of \$1.4 million June 2017
- Board approved authorization to proceed with acquisition June 2017
- Due diligence complete; anticipating acquisition closing November 2017
- Potential January 2018 AHSC Application





## Blackstone/Simpson Site (Fresno)



# **Blackstone/Simpson Site Concept (Fresno)**



1 EAST/BLACKSTONE ELEVATION



NORTH/SIMPSON ELEVATION



FRESNO HOUSING AUTHORITY -BLACKSTONE SITE

PROJECT NOCHESS

3039 N BLACKSTONE AVE
FRESNO, CA
90704

FRESNO HOUSING AUTHORITY 1331 Falton Mail FRESNO, CA 33721

SANT ONE DECOMPO

B IDINZON DP SUBINITIAL
A DECTROY ORCHORDA BUBBIN
MANK DATE DESCRIPTION

ISSUE INFORMATION

PROJECT NO. 2
GGO PRINCEPA IN CHARGE
GGO PROJECT MANAGER
OWNER APPROVAL

EAST/NORTH ELEVATION

A-201



## **Development Update**

October 24, 2017



### **Presentation Overview**

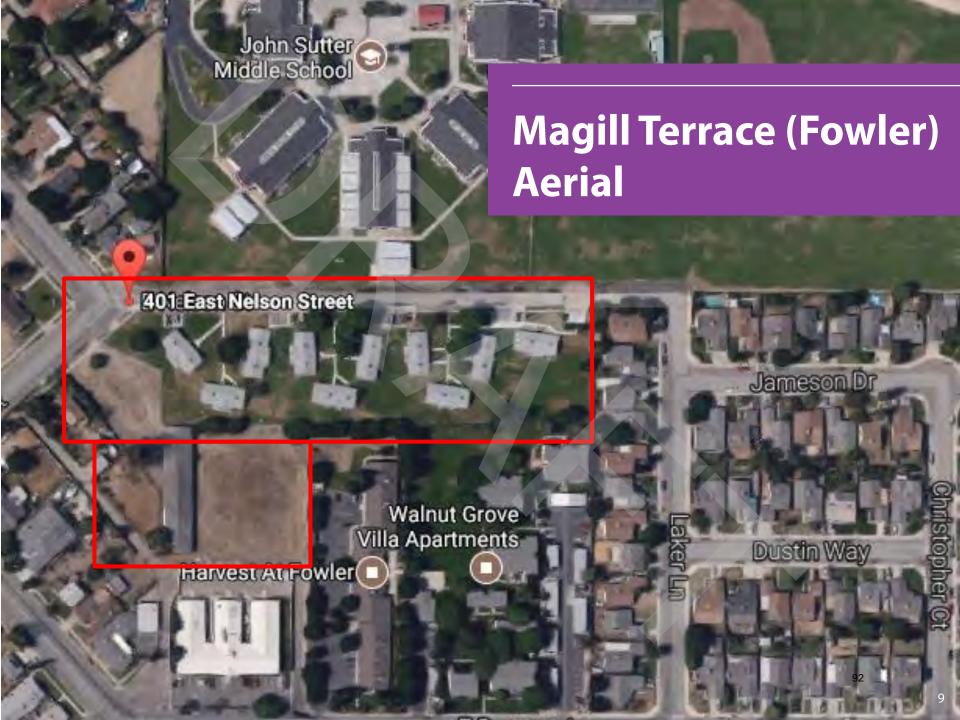
- December 2017 Finance Closing/Construction Start
  - Magill Terrace (Fowler) 60 units
- March 2018 Finance Closing/Construction Start
  - Oak Grove (Parlier) 56 units
- Pre-Development Pipeline
  - North Fulton Street Site (Fresno)
- Transformative Climate Communities (TCC)
  - Southwest Fresno Planning
  - Electric Car Sharing Program
  - Southwest Fresno Solar Project
  - Chinatown

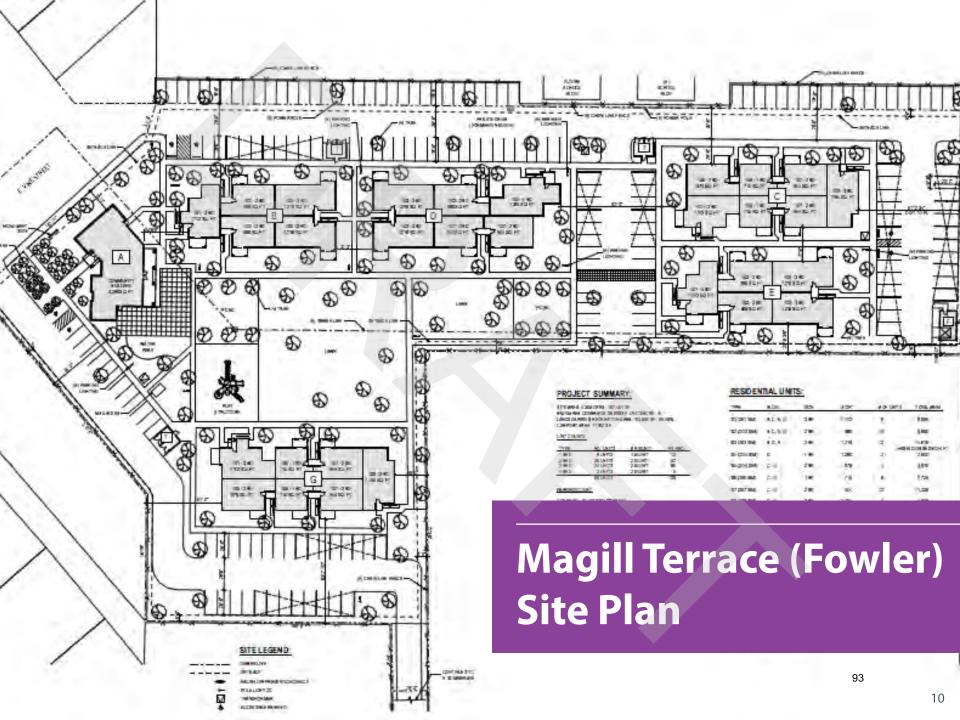


## **December 2017 Finance Closing – Magill Terrace (Fowler)**

- Redevelopment of an existing 20-unit LIPH site; demolition of existing units and new construction of 60 units and a community building
- Awarded \$1.59 million in HOME/AHP funds
- Mogavero Notestine Assoc. awarded architect contract in June 2015
- Johnston Contracting awarded GC/CM contract in January 2017
- HRFC of \$2.2 million committed Feb 2017
- December 2017 Closing/Construction Start
- Requesting approval for Non-Exclusive Easement Agreement with Fowler Unified School District



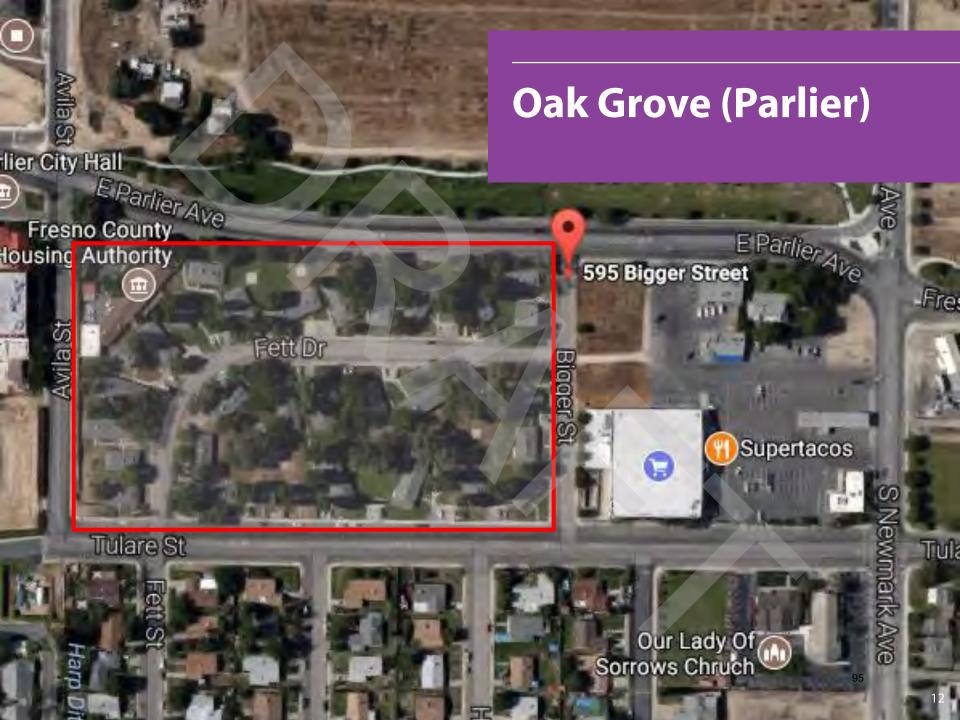


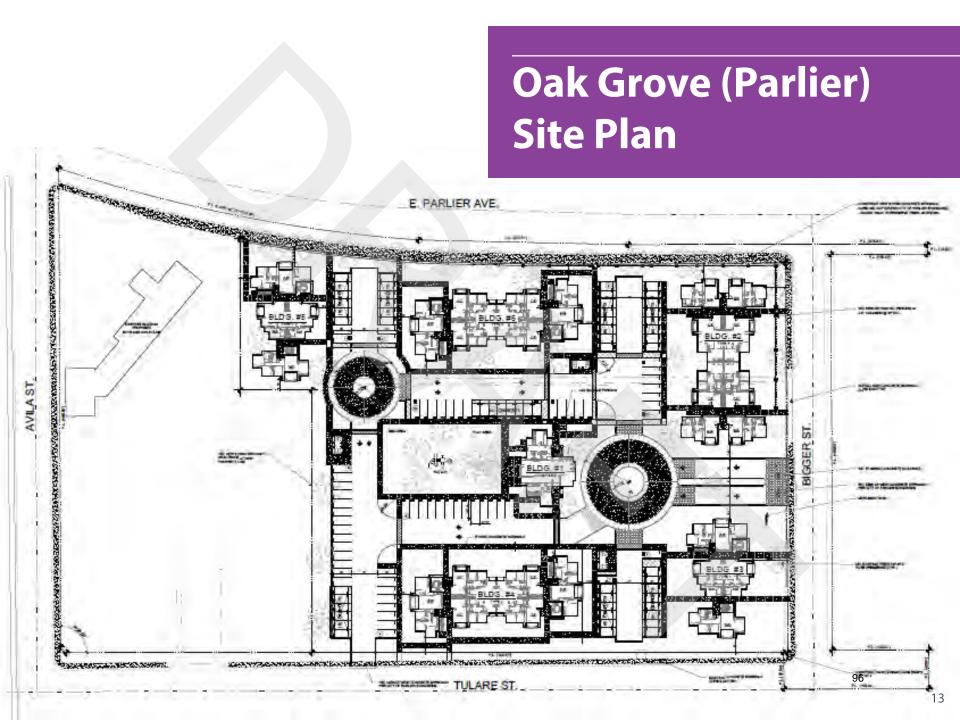


## March 2018 Finance Closing – Oak Grove (Parlier)

- Proposed redevelopment of an existing 50-unit LIPH site; demolition of existing units and new construction project of 56 units and a community building
- R.L. Davidson awarded architect contract Jan 2017
- Prowest awarded GC/CM contract Jan 2017
- Board authorized HRFC of \$1.95 million Feb 2017
- Board authorized HAFC LIPH Cap/Op Reserves of \$685k and \$2.34m seller financing Feb 2017
- Received FLHB AHP Award of \$550k June 2017
- Received tax credit reservation September 2017
- Anticipating March 2018 construction start







### **North Fulton Street Site (Fresno)**

- Proposed project concept is a 15-story mixed-use workforce (Studios to 2 Bd.'s) affordable housing development with 127 units of housing; first floor retail and subgrade parking
- Agency released RFP for General Contractor/Construction Manager (GC/CM)
- Staff anticipates submitting for AHSC Application January 2018







### **Transformative Climate Communities (TCC)**

- Transformative Climate Communities (TCC)
  - Planning Grant
    - Southwest Fresno Planning
  - Implementation Grants
    - Car Sharing Program (Fresno)
    - Southwest Fresno Solar Project (Fresno)
    - Chinatown Site (Fresno)
  - TCC Timeline



## **Southwest Fresno Planning**

- Planning area comprised of:
  - California Triangle (15 Parcels totaling approximately 3.4 acres off of California Avenue in Southwest Fresno)
    - Acquired from RDA July 2017
  - Sierra Terrace (46 units, former LIPH)
  - DeSoto Gardens I & II (68 LIPH units)
  - Fairview Heights Terrace (74 LIPH units)
- Potential eligibility for \$250k TCC Planning Grant application; due to Strategic Growth Council November 2017
- Partnership with Southwest Fresno Community Development Corporation (SWFCDC)





## **Electric Car Sharing Program (Fresno)**

- Electric Vehicle (EV) Car Sharing Program proposed in Downtown and Southwest Fresno
  - Locations proposed: Bitwise, City View at Van Ness, Legacy Commons, Sequoia Courts, and Parc Grove
  - Agency released RFP for Program Operator
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- Transitioned to an Expanded Partnership Proposal submitted September 2017; Partners include Fresno Metro Black Chamber of Commerce, Shared Use Mobility Center, Latino Equity Advocacy Policy, Inspiration Transportation, and Stantec
- \$7.28m combined TCC request; \$100k of In-Kind Commitment
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017. FH committed match funds of \$100k



## **Southwest Fresno Solar Project (Fresno)**

- Collaborative effort to provide energy efficient packages for solar, weatherization, and energy savings to homes and multifamily housing
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- GRID Alternatives submitted TCC Concept Proposal with Fresno Housing as Partner September 2017
- Seven proposed Fresno Housing sites
- \$1.9m combined single family and multi-family TCC request
- Multi-family proposes 200kw system; \$267k of Match Funding
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017. FH committed match funds of \$121,333





### **Chinatown Site (Fresno)**

- Concept project is proposed on .60 acres of vacant land near Downtown Fresno; 4-story mixed-use affordable housing development with 57 units of housing (studios to 3Bd.'s); first floor retail and parking
- Board ratified P&S Agreement August 2017
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- Agency released RFP for General Contractor/Construction Manager (GC/CM)
- TCC Concept Proposal submitted September 2017
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017
- Board approved \$1m HRFC Funds October 11, 2017





## **TCC Timeline**

- Oct 27 SGC Announces Invite to Full Application
- Nov 30 Deadline for Full Applications to SGC
- Jan 2018 State Announces Grant Recipients







# BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** October 17, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 11a

CEO/Executive Director AUTHOR: Emily De La Guerra

**SUBJECT:** Consideration to Approve the Sale of the Sierra Pointe First

Mortgage Portfolio to Self-Help Federal Credit Union

## **Executive Summary**

The purpose of this memo is to ask the Boards of Commissioners' to approve the sale of the Sierra Pointe first mortgage portfolio from the Housing Relinquished Fund Corporation (HRFC), an instrumentality of the Fresno Housing Authority, to Self-Help Federal Credit Union (SHFCU). As the owners of the first mortgages, the Housing Relinquished Fund Corporation must approve the sale of mortgages. However, as the original developer and provider of the soft, second mortgages, staff is also requesting the Fresno Housing Boards of Commissioners to approve the sale.

Staff originally presented this opportunity at the September 2017 board meeting. The Agency has negotiated a sale of the mortgages for 100% of value (\$3.3 million) with full-recourse of any losses to Self-Help, and 20% shared collateral account held at the credit union. The Fresno Housing Authority would retain the soft, second mortgages. The terms and conditions of both the first and second mortgages would remain the same, therefore there will be no impact on the mortgage holders.

#### Recommendation

It is recommended that the Boards of Commissioners approve the sale of the 49 first mortgages held by the Housing Relinquished Fund Corporation to Self-Help Federal Credit Union, and to authorize the CEO/Executive Director, and/or his designee, to negotiate, sign and execute any supporting documents related to the sale of the mortgages.

#### **Fiscal Impact**

Upon the approval of the Fresno Housing Boards of Commissioners and the HRFC Board of Directors, the Housing Relinquished Fund Corporation will receive approximately \$3.3 million in cash on December 1, 2017. In turn, HRFC will deposit \$660,000 (20% of the sales proceeds) into an account held at Self-Help Federal Credit Union. HRFC will also be required to reimburse Self-Help Credit Union for the net present value of any loss of expected cash flow due to loan modifications or charge-offs. Futhermore, HRFC would be required to be a

member of the credit union in order to open the collateral account, which will cost \$10.

#### **Background Information**

In 2004, the U.S. Department of Housing and Urban Development ("HUD") awarded the Authority a HOPE VI Implementation Grant for the greater revitalization of Fresno's Yosemite Village public housing development site. The Sierra Pointe homeownership development represented the third phase of the Authority's HOPE VI revitalization plan. Under the terms of the HOPE VI Grant Agreement and Addendum, the Authority developed 53 affordable replacement units pursuant to a Section 24 Homeownership Program. Once constructed, the homes were sold between 2009 and 2010 via a direct sales program to eligible families with incomes between 60% and 80% of the area median income ("AMI") for Fresno County. However, due to the recession and difficult market conditions in 2009, buyers could not qualify for private mortgages. Therefore, the Housing Relinquishment Fund Corporation (HRFC) stepped in to provide the first mortgages based on the homeowner's income levels. Of the 53 original loans, HRFC currently owns 49 mortgages, which have a principle balance of approximately \$3.3 million dollars and earn an interest rate of 5.5%. Four of the 53 HRFC mortgages have been sold or refinanced with private lenders. The Fresno Housing Authority, using HOPE VI grant funds, provided the second mortgage, which is deferred for 30 years with 0% interest and has a current balance of \$2.3 million dollars.

Since 2009, the housing and lending markets have stabilized which presented the opportunity for HRFC to recapture its investment. Staff approached several financial institutions to gauge their interest in acquiring the portfolio of mortgages. In the spring of 2017, HRFC recognized a common interest and shared mission with a local lending partner, Self-Help Federal Credit Union. This organization is a mission-driven credit union, a non-profit loan fund, and a policy advocacy organization who works to expand ownership and economic opportunities. Working with Self-Help Federal Credit Union, the Agency has negotiated a sale of the mortgages for 100% of value with full-recourse of any losses to Self-Help, and 20% shared collateral account held at the credit union.

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

#### BEFORE THE BOARD OF COMMISSIONERS OF THE

# **HOUSING AUTHORITY OF THE CITY OF FRESNO, CA**

#### RESOLUTION APPROVING THE SALE OF SIERRA POINTE HOME MORTGAGES

WHEREAS, the Sierra Pointe Development was originally developed and financed by the Fresno Housing Authority; and,

WHEREAS, the Housing Relinquished Fund Corporation (HRFC), an instrumentality of the Housing Authority, owns forty-nine first mortgages at the Sierra Pointe Development and the Housing Authority owns forty-nine second mortgages; and,

WHEREAS, HRFC approached several financial institutions and Self-Help Federal Credit Union (SHFCU) was a responsive and responsible lender who provided qualifications and a purchase price that are the most advantageous to HRFC; and,

WHEREAS, HRFC has entered into a non-binding letter of intent with SHFCU to purchase the first mortgages for an unpaid principal balance of \$3,312,878; and,

WHEREAS, HRFC desires to become a member of Self Help Credit Union (SHCU) and SHFCU; and

WHEREAS, HRFC will establish an account with SHFCU with a deposit of 20% of the principal balance of the loans, from which SHFCU will be able to draw the net present value of any losses due to loan modifications or charge-offs; and,

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 authorized to negotiate, sign and execute any supporting documents with SHFCU and SHCU related to the sale of the mortgages.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AMEC

ATES:	
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 THE SALE OF SIERRA POINTE HOME MORTGAGES

WHEREAS, the Sierra Pointe Development was originally developed and financed by the Fresno Housing Authority; and,

WHEREAS, the Housing Relinquished Fund Corporation (HRFC), an instrumentality of the Housing Authority, owns forty-nine first mortgages at the Sierra Pointe Development and the Housing Authority owns forty-nine second mortgages; and,

WHEREAS, HRFC approached several financial institutions and Self-Help Federal Credit Union (SHFCU) was a responsive and responsible lender who provided qualifications and a purchase price that are the most advantageous to HRFC; and,

WHEREAS, HRFC has entered into a non-binding letter of intent with SHFCU to purchase the first mortgages for an unpaid principal balance of \$3,312,878; and,

WHEREAS, HRFC desires to become a member of Self Help Credit Union (SHCU) and SHFCU; and

WHEREAS, HRFC will establish an account with SHFCU with a deposit of 20% of the principal balance of the loans, from which SHFCU will be able to draw the net present value of any losses due to loan modifications or charge-offs; and,

NOW THEREFORE, BE IT RESOLVED that Preston Prince, as CEO/Executive Director of the Housing Authority of Fresno County, or his designee, is hereby authorized to negotiate, sign and execute any supporting documents with SHFCU and SHCU related to the sale of the mortgages.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. 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

**TO:** Boards of Commissioners **DATE:** October 17, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 11b

CEO/Executive Director AUTHOR: Christina Husbands

**SUBJECT:** Magill Terrace – Approval of Non-Exclusive Easement

Agreement with Fowler Unified School District

#### **Executive Summary**

The Magill Terrace project (the "Project") received a 2017 1st Round Low-Income Housing Tax Credit ("LIHTC") allocation from the California Tax Credit Allocation Committee ("CTCAC") and is targeted for a financial closing and construction starting in December 2017. Magill Terrace is an existing 20 unit Low-Income Public Housing property on 2.57 acres in Fowler, CA. The Project currently proposes the complete demolition of the existing units and the new construction of 60-units of affordable housing with an approximately 3,800 sq.ft. community building space. The project has also acquired 2 acres of adjacent vacant land in November 2016 to accommodate the additional units.

Based on the City of Fowler's parking requirements, the Project requires a total of 115 parking spaces. The site design currently accommodates 98 parking spaces on the cumulative acreage of the existing and acquired parcels. In order to achieve the total parking spaces required, Staff met with Fowler Unified School District ("FUSD") to discuss the shared use of the north side of Nelson Avenue, directly opposite the Project, which is currently a dirt and gravel surface commonly used for parking by families attending school sporting events on the weekends. FUSD has agreed that it would be mutually beneficial to propose an easement agreement that would allow the Project to develop parking and street improvements on FUSD property that would assist the Project in meeting its parking requirements and provide additional parking open to the public for weekend school events.

In order to allow for the improvements on FUSD property that will allow the Project to satisfy its parking requirements, Staff is recommending that the Board of Commissioners of the Housing Authority adopt the attached board resolution that will approve the execution of a Non-Exclusive Easement Agreement with Fowler Unified School District.

#### Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of Fresno County adopt the attached resolution approving entering into a Non-Exclusive Easement Agreement with Fowler Unified School District, and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved action.

# **Fiscal Impact**

There are no additional costs associated with execution of the Non-Exclusive Easement Agreement. The costs to develop the street improvements and parking on Fowler Unified property are included in the Project development budget.

#### **Background Information**

The Magill Terrace project currently has occupied housing units on approximately 50% of the project area. The existing units are on Fresno Housing Authority owned land. At the May 2015 Board Meeting, Staff was authorized to enter into a Purchase and Sale agreement for an additional 2 acres of adjacent land. The land is vacant except for a warehouse storage building that will be demolished. The purchase and change in ownership to the Agency took place in November 2016. The site is located in a quiet residential neighborhood directly across the street from John Sutter Middle School. The site plan reenvisions the site with two-story structures around a central community space, playground equipment and large open green space. The 40 additional units and new community building will increase density and provide for onsite services.

Attachments: Exhibit A – Non-Exclusive Easement Agreement

Exhibit B – Site Plan

Exhibit C – Parking Area Exhibit

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

#### BEFORE THE BOARD OF COMMISSIONERS OF THE

#### HOUSING AUTHORITY OF FRESNO COUNTY, CA

RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE EASEMENT AGREEMENT WITH FOWLER UNIFIED SCHOOL DISTRICT FOR THE PURPOSES OF DEVELOPING SHARED PARKING IN CONNECTION WITH THE MAGILL TERRACE PROJECT, 401 NELSON STREET, FOWLER, CA 93625 (APNs 343-030-08T, 343-030-20, 343-253-03T, 343-253-02)

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

WHEREAS, the Authority has agreed to facilitate the development of real property at 401 Nelson Street, Fowler CA, 93625 (APN's 343-030-08T, 343-030-20, 343-253-03T, 343-253-02), and the improvements located thereon into a 60-unit multifamily complex (collectively, the Property); and,

WHEREAS, the City of Fowler requires that the project provide 115 parking spaces, and the existing property can accommodate 98 of the required spaces;

WHEREAS, Fowler Unified School District has agreed to provide an easement for the use of a portion of school property to allow for the development of the additional parking required;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to adopt the attached resolution authorizing to enter into a non-exclusive easement agreement with Fowler Unified School District and execute all related documents.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF OCTOBER, 2017. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

ATES:	
NOES:	

ANTO

ABSENT:	
ABSTAIN:	
	Preston Prince, Secretary of the Boards of Commissioners

#### **EXHIBIT A**

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Housing Authority of Fresno County 1331 Fulton Mall Fresno, California 93721 Attn: Christina L. Husbands

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (this "<u>Agreement</u>") is made effective this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 (the "<u>Effective Date</u>"), by and between (i) Fowler Unified School District, a California public school district ("<u>Grantor</u>") and \_\_\_\_\_ Authority of Fresno County, California\_ ("Grantee").

# RECITALS:

- A. Grantee owns property generally located to the south of E. Nelson Street, to the north of E. Sumner Ave., and to the west of Laker Lane in the City of Fowler, California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference and is redeveloping and constructing a 60-unit residential apartment complex thereon (the "Project").
- B. Grantor owns and operates John Sutter Middle School in Fowler California located at 701 E Walter Ave, Fowler, CA 93625, which is located to the north of the Project (the "School Property").
- C. Grantee seeks certain easement rights from Grantor on and to certain real property on the north side of Nelson Street adjoining the School Property as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Shared Property"). By this Agreement, Grantor desires to grant to Grantee a perpetual non-exclusive easement on, over, upon, across, above, and under the Shared Property for the purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly created by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained below, the parties agree as follows:

1. <u>Grant of Easement</u>. Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, an irrevocable, non-exclusive easement and right-of-way appurtenant to the Shared Property to non-exclusively possess, use and improve the Shared Property (the "<u>Easement</u>"). Grantee and its agents, employees and invitees shall have a right to access on, over, upon, across, above, and under the Easement for the purpose of (i) vehicular

ingress and egress and parking, (ii) pedestrian ingress and egress, and (iii) in Grantee's sole discretion, constructing, inspecting, maintaining, repairing, altering, improving, reconstructing, replacing, and removing all works of that Grantee determines are necessary or appropriate to improve the aesthetics, functionality and/or security of the Shared Property (collectively, the "Easement Rights"); provided, however, that Grantee shall not materially interfere with Grantor's ability to use the Shared Property.

2. <u>No Interference.</u> The Easement granted herein shall be non-exclusive, however, Grantor shall not grant or assign to others any right-of-way, licenses, easements or other rights of any kind that shall be inconsistent with or interfere with the Easement Rights. Grantor shall only have the right to make use of the Shared Property in a manner that does not interfere with the present or future use and enjoyment of the Easement by Grantee as permitted under this Agreement. Grantor shall not place or permit to be placed any temporary or permanent improvement within the Easement without the prior written consent of Grantee which consent shall not be unreasonably withheld, delayed or conditioned.

# 3. Ownership and Maintenance.

- (a) <u>Grantor Improvements</u>. Grantor shall be responsible for maintaining and repairing all existing utilities, pipes, conduits and other works of improvement that exist below the surface of the Shared Property as of the Effective Date or that, pursuant to the terms of this Agreement, are placed on or under the Shared Property by or on behalf of Grantor after the Effective Date (collectively "<u>Grantor Improvements</u>"); provided in performing any such repairs, maintenance or replacements, Grantor shall promptly repair, at Grantor's sole cost and expense, any resulting damage to the property of Grantee.
- (b) <u>Grantee Improvements</u>. Grantee shall be responsible for maintaining and repairing all improvements made to the Shared Property by Grantee after the Effective Date (collectively "<u>Grantee Improvements</u>"); provided in performing any such repairs, maintenance or replacements, Grantee shall promptly repair, at Grantee's sole cost and expense, any resulting damage to the Grantor Improvements.
- 4. <u>Requirements of Governmental Agencies</u>. Grantee shall comply in all material respects with all valid laws applicable to the Easement Rights, but shall have the right, in its sole discretion and at its sole expense, in its name, to contest the validity or applicability of any law, ordinance, order, rule or regulation of any governmental agency or entity that is applicable to the Easement Rights.
- 5. <u>Property Taxes</u>. Grantor and Grantee are each tax-exempt entities and each agree to pay a prorata share of any non-exempted ad valorem tax on the basis of a thirty day month.

## 6. <u>Indemnity</u>.

(a) <u>Grantee's Indemnity</u>. Grantee agrees to indemnify, defend and hold Grantor exempt and harmless from and on account of any damage or injury or death of any

person or damage to personal property of any person, arising from Grantee's, including its agents, employees, and invitees, use of the Shared Property. This indemnity obligations shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs incurred by Grantor from the first notice that any claim or demand is to be made or may be made. Grantor shall promptly give notice to Grantee of any claim or demand.

(b) <u>Grantor's Indemnity</u>. Grantor agrees to indemnify, defend and hold Grantee exempt and harmless from and on account of any damage or injury or death of any person or damage to personal property of any person, arising from Grantor's, including its agents, employees, and invitees, use of the Shared Property. This indemnity obligations shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs incurred by Grantee from the first notice that any claim or demand is to be made or may be made. Grantee shall promptly give notice to Grantor of any claim or demand.

## 7. Miscellaneous.

- (a) <u>Entire Agreement</u>. This Agreement and any agreement referenced herein constitute the entire agreement between the parties, all oral agreements being merged herein, and supersede all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.
- (b) <u>Amendments</u>. This Agreement may only be amended in writing by an amendment hereto executed by Grantee or its successors or assigns and Grantor's or its successors or assigns and recorded in the Official Records of the County of Fresno.
- (c) <u>Inurement, Benefit, Binding Effect</u>. The Easement and covenants and agreements contained herein shall inure to the benefit of and shall be binding upon Grantor and Grantee, and their respective successors and assigns. The Easement and the covenants and agreements of Grantor set forth in this Agreement are established for the benefit of Grantee and its successors and assigns, shall be covenants running with the land and equitable servitudes binding upon the Shared Property and each portion thereof, and shall apply to and be binding upon Grantor and every person having or acquiring any fee, leasehold or other right, title or interest in the Shared Property or any part thereof.
- (d) <u>Notices</u>. Notices or other communications hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by any national overnight courier company, or by personal delivery. Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return receipt. Notices sent by personal delivery or courier service shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder upon ten (10) days prior notice to the other party as provided herein. The notice addresses of Grantee and Grantor are set forth in the signature blocks below.
- (e) <u>Attorneys' Fees</u>. If the services of an attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any

provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

- (f) <u>No Waiver</u>. Failure by any party to enforce any covenant, restriction or other provision of this Agreement or to seek redress for the breach of or default in performance under any such covenant, restriction or other provision of this Agreement shall in no way constitute a waiver of the right to enforce such covenant, restriction or provision of this Agreement or seek redress for the breach thereof. The waiver by any party hereto of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.
- (g) <u>Severability</u>. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof.
- (h) <u>Further Assurances</u>. From and after the execution, delivery and recordation of this Agreement, each party shall cooperate with the other party in taking such actions, executing such instruments and granting such rights as may be reasonably necessary to effectuate the purposes of the parties in entering into this Agreement and to perfect the rights granted hereunder, including, but not limited to, the execution of documents reasonably necessary to complete financing (including any rental subsidy) for the construction and development of the Project.
- (i) <u>Recording.</u> Grantee shall, at its sole cost and expense, record this Agreement and any amendments thereto in the Official Records of Fresno County, and may rerecord any such documents at any time as may be required or advisable to preserve its rights under this Agreement.
- (j) <u>Relationship</u>. Nothing contained in this Agreement shall be deemed or construed, either by the parties or by any third party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the parties.
- (l) <u>Captions</u>. The captions of this Agreement are provided solely for convenience of reference and are not part of this Agreement and shall have no effect on its construction or interpretation.
- (m) <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of California, irrespective of its choice of laws principles.
- (n) <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute

an agreement binding the parties. This Agreement shall not be effective until the execution and delivery between the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original for recording. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

(o) <u>Assignment</u>. Grantee may fully assign its rights and obligations under this Agreement, without Grantor's consent, to any wholly or partially owned affiliate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

"Grantee"	"Grantor"
Housing Authority of Fresno County, California	Fowler Unified School District
By:	By:
Name: <u>Preston Prince</u>	Name: Eric Cederquist
Title: <u>CEO/Executive Director</u>	Title: Superintendent
Address: 1331 Fulton Mall Fresno, CA 93721	Address: 658 E. Adams Avenue Fowler, California 93625

DMS: 911719\_1

STATE OF CALIFORNIA	
COUNTY OF	)
me on the basis of satisfactory evid	
his/her/their authorized capacity(ie	es), and that by his/her/their signature(s) on the instrument the f of which the person(s) acted, executed the instrument.
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WITNESS my han	
	Notary Public

a

STATE OF CALIFORNIA )
COUNTY OF)
On
California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Notary Public

# EXHIBIT "A"

THE PROJECT



# EXHIBIT "B"

# Legal Description of the Shared Property





# BOARD MEMO

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

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

www.fresnohousing.org

**TO:** Boards of Commissioners **DATE:** October 17, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

FROM: Preston Prince AGENDA ITEM: 11c

CEO/Executive Director AUTHOR: Sheila Scheitrum

**SUBJECT:** Financial Update and Increased Commitment Request – Paseo 55

(Reedley Trailside Terrace LP) Development

#### **Executive Summary**

The purpose of this memo is to provide the Boards with additional information on construction delays and cost increases associated with the Paseo 55 project (formerly Trailside Terrace). Paseo 55 is a 55-unit multi-family affordable housing development with approximately 3,000 sq.ft. of commercial space located in downtown Reedley.

The project began construction on December 7, 2015. As discussed with the Boards previously, construction pricing has been increasing over the past several years. This specific project has been impacted by construction cost increases and a variety of rain delays and unforeseen underground conditions. Staff worked closely with Quiring General and PBWS Architects to value engineer the design to mitigate the initial construction bids that came in higher than anticipated. The design changes also resulted in impacts to the construction schedule.

In addition to significant construction cost increases, the project has had to absorb additional costs related to annexation into the Community Facilities District that were not quantified prior to the finance closing. The overall development cost increase is expected to be approximately \$1 million, an estimated increase of just over 5%. Staff anticipates that approximately \$800,000 will be mitigated through deferred developer fee and an increased permanent loan to the project

As the project nears construction completion and final change orders are submitted, staff is continuing to analyze the final cost impact, and will bring to the Board a comprehensive reconciliation that will include a request for a permanent funding commitment in the coming months.

The Housing Authority of Fresno County, CA is the guarantor that is obligated on behalf of the limited partnership to cover any construction cost overruns. At this time, staff is requesting the Board to authorize a temporary loan to the project of \$100,000 to cover interim costs until a final analysis can be completed. Once a final analysis is complete, staff will return to the Boards to request a

permanent loan increase currently estimated at \$350,000 from the Housing Relinquished Fund Corporation (HRFC).

#### Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority authorize and adopt the attached resolution approving a temporary loan from the Housing Authority of Fresno County, CA of \$100,000 for the Paseo 55 Development, and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute any related documents.

# **Fiscal Impact**

Staff is requesting a temporary loan from the Housing Authority of Fresno County, CA, in its role as guarantor, of \$100,000. Staff will bring a full analysis back to the Boards in the coming months to request a permanent loan increase currently estimated at \$350,000 from the HRFC that will repay the temporary HAFC loan.

#### **Background Information**

The Paseo 55 project consists of three vacant parcels that are among the last buildable lots along G Street, Downtown Reedley's main street. Together the parcels are 1.76 acres. Parcels APN 368-241-10 and 368-241-12 have frontage along G Street, while parcel APN 368-241-08s has frontage along 12<sup>th</sup> and 13<sup>th</sup> Streets. The latter parcel also backs into the Rails to Trails walkway, a great amenity for potential future residents.

RESOLUTION NO.
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#### BEFORE THE BOARD OF COMMISSIONERS OF THE

#### **HOUSING AUTHORITY OF FRESNO COUNTY, CA**

# RESOLUTION AUTHORIZING A TEMPORARY LOAN OF \$100,000 FOR THE PASEO 55 HOUSING DEVELOPMENT, AND OTHER MATTERS RELATED THERETO

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

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

WHEREAS, the Authority has agreed to facilitate the development of real property located at 1233 & 1245 G Street Reedley, CA, 93654, APNs 368-241-10, 368-241-12, and 368-241-08s, and the improvements located thereon for the development of 55-units of affordable multi-family housing (collectively, the Project); and,

WHEREAS, the Project begin construction on December 7, 2015 and has incurred significant cost increases due to value engineering redesign delays, unforeseen underground issues, PG&E issues, and rain delays; and,

WHEREAS, the Authority in its role as guarantor for the development is obligated to cover any construction cost overruns;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes a temporary loan of \$100,000 for the Paseo 55 Development, and authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to execute related documents.

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER, 2017. 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



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

www.fresnohousing.org

# **EXECUTIVE DIRECTOR'S REPORT**

**TO:** Boards of Commissioners **DATE:** October 19, 2017

Fresno Housing Authority **BOARD MEETING:** October 24, 2017

**FROM:** Preston Prince **AGENDA ITEM:** 11

CEO/Executive Director AUTHOR: Staff

**SUBJECT:** Directors Report- October 2017

### **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	Stabilization	541 N. Fulton St and 4532 E.	45
and Cedar Heights		Hamilton Ave, Fresno, CA	

Feníx @ Glenn/ Feníx @ Calaveras	Stabilization	240-250 N. Calaveras Street and	30
		146 N. Glenn Avenue, Fresno, CA	
Legacy Commons Phase I	Stabilization	Walnut/Edison West Fresno, CA	64
Cueva de Oso at William Shockley Plaza	Stabilization	1445 Peach Street, Selma, CA	48
Paseo 55	Under Construction	1233 & 1245 G St, Reedley, CA	55
Renaissance at Parc Grove	Under Construction	Clinton and Angus, Fresno, CA	40
Legacy Commons Phase II	Under Construction	2255 S. Plumas, Fresno, CA	64
Memorial Village	Under Construction	302 K St, Sanger, CA	48
Magill Terrace	Pre-Dev December 2017 Closing	401 Nelson, Fowler, CA	60
Oak Grove	Pre-Dev March 2018 Closing	595 Bigger Street, Parlier, CA	56
Chinatown Project	Pre-Dev Nov. 2017 TCC Application	Mariposa & F Streets, Fresno, CA	57
North Fulton Street Project	Pre-Dev Jan. 2018 AHSC Application	1331 Fulton Street, Fresno, CA	127

Blackstone/Simpson Project	Pre-Dev	3039 N. Blackstone, Fresno, CA	45
	Jan. 2018 AHSC		
	Application		

# **Project Highlights**

The Community Steering Committee for the City of Fresno's Transformative Climate Communities (TCC) process voted to include the Chinatown Project and the Electric Vehicle Car Sharing program in the concept application that will be submitted to the Strategic Growth Council (SGC) on October 18, 2017. If approved to move forward the full applications will be submitted on November 30, 2017.

# **HMD Update**

City of Fresno								
	Total			Notice				
	# of	Total	Current	to	Approved	Net		
Property	Units	Vacant	Occupancy	Vacate	Apps	Occupancy		
CITY AMP 1 (SW Fresno)								
Sequoia Courts	60	1	98%	0	0	98%		
Sequoia Courts								
Terrace	76	1	99%	1	0	97%		
Monte Vista								
Terrace	44	0	100%	0	0	100%		
		CITY	AMP 2 (SW Fi	resno)				
Sierra Plaza	70	1	99%	0	0	99%		
Fairview								
Heights	74	1	99%	0	0	99%		
Sierra Terrace	26	1	96%	0	0	96%		
Desoto II	27	0	96%	0	0	100%		
HOP Scattered	7	4	43%	0	0	43%		
		Mixe	ed Family (Fre	esno)				
Garland								
Gardens	50	2	96%	3	0	90%		
Cedar Courts								
& Inyo	191	6	97%	1	0	96%		
Viking Village	39	0	100%	0	0	100%		
Pacific Garden	55	4	93%	0	1	95%		
Yosemite					_			
Village	68	1	99%	0	0	99%		

City of Fresno Continued							
	Total #	Total	Current	Notice to	Approved		
Property	of Units	Vacant	Occupancy	Vacate	Apps	Net Occupancy	
CO AMP 1 (Pinedale/Highway City)							
Pinedale Apartments 28-24	50	0	100%	0	0	100%	
Pinedale Apartments 28-32	30	0	100%	0	0	100%	
DeSoto Gardens	40	0	100%	0	0	100%	

Marcelli Terrace	24	0	100%	0	0	100%

Special Programs							
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy	
	(Fresno)						
Trinity	20	1	95%	0	0	95%	
Alta Monte	29	0	100%	0	0	100%	
Santa Clara	69	0	100%	1	0	99%	
						RAD	
Sierra Terrace (RAD)	46	0	0%	0	0	To Legacy	
Mariposa Meadows	40	1	98%	0	0	98%	
Emergency Housing	30	0	100%	0	0	100%	

		Fresn	o County			
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
	CO AM	P 2 (Selma/S	Sanger/Fowler,	/Del Rey)		
Magill Terrace	19	5	74%	0	0	RAD
Del Rey Complex	29	2	93%	0	1	97%
Laton Apartments	20	1	95%	0	0	95%
Wedgewood Commons	64	2	97%	1	0	95%
Sanger HOP	7	2	71%	0	0	71%
	CO AM	P 3 (Reedle	y/Parlier/Oran	ge Cove)		
Sunset Terrace	20	0	100%	0	0	100%
Oak Grove Apts	49	2	96%	1	0	RAD
		CO AMP	4 (Firebaugh)			
Mendoza Terrace	50	3	94%	2	0	90%
Mendoza Terrace II	39	0	100%	1	0	97%
Firebaugh Elderly	30	0	100%	0	0	100%
Cardella Courts	32	1	97%	0	0	97%
	CO A	AMP 5 (Kerr	man/Biola/Mer	ndota)		
Helsem Terrace	40	0	100%	0	0	100%
Biola Apartments	12	0	100%	0	0	100%
	CC	) AMP 6 (H	uron/San Joaqı	uin)		
Cazares Terrace	24	1	96%	0	0	96%
Cazares Terrace II	19	2	89%	0	0	89%
Huron Apartments	20	4	80%	0	0	80%
		County of Fr	esno Continu	ed		
Taylor Terrace	28	0	100%	1	0	96%
San Joaquin Apartments	20	3	85%	0	0	85%
	Mixed F	amily & Spe	ecial Programs	(County)		
Cueva de Oso	47	0	100%	0	0	100%
Paseo 55	55	46	16%	0	35	Lease Up
Memorial Village	0	0	0%	0	0	Under Construction

Sunset Terrace II	0	0	0%	0	0	RAD
Orange Cove RAD	87	3	97%	0	0	97%
Citrus Gardens	30	2	93%	1	2	97%
Orchard Apartment (F/L)	40	2	95%	1	0	93%
Parlier Migrant Center	131	25	81%	9	0	Seasonal
Mendota RAD	123	0	100%	0	0	100%
Mendota Farm Labor	60	2	97%	1	0	95%
Granada Commons	15	1	93%	0	1	100%
Rio Villas	29	0	100%	0	0	100%
Firebaugh Family Apts	34	0	100%	0	0	100%
Maldonado Plaza	64	2	97%	0	0	97%
Parkside Apts	50	3	94%	0	0	94%

#### **HMD OPERATIONS**

Renaissance at Santa Clara and Alta Monte - Residents have been participating in the digital literacy class which began in August 2017. Eight students are now using internet navigation, gmail accounts and emails. They are also learning to use Google applications.

Renaissance at Trinity - Residents are participating in workshops created to identify their individual talents and skills. Many of the residents have shared their desire to volunteer to give back to the community. They have completed personality quizzes and read articles to assist in identifying interests. The residents are learning about themselves and appreciate the classes. The next step is to collaborate with non-profit organizations to establish volunteer schedules between the resident and the volunteering organization.

#### **QUALITY ASSURANCE DIVISION**

On September 12, 2017, Resident Advisory Board (RAB) meetings were held in Fireaugh and Sanger to discuss additional proposed changes to the Admissions and Continued Occupancy Policy (ACOP), Housing Access and the Re-entry Pilot Program. The HMD QA Analyst worked with the HCV QAA on additional updates to the Agency Plans, based on public comments.

The Magill Terrace conversion and relocation is progressing and in early September current residents received a 90 Day Notice to Vacate, in preparation for the demolition of the current site. Magill residents are scheduled to vacate by December 7, 2017.

#### **PEOPLE**

#### Overview

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

#### **Housing Choice Voucher (HCV) Leasing Update**

During the month of September, the following leasing activity took place for the HCV City and County programs.

#### **HCV City**

In the month of September, 500 City applicants were randomly selected and scheduled to attend criminal background checks from October 2nd through the 5th; 198, or 40%, of applicants attended.

- 368 applicants attended initial eligibility interviews from the draws done in August.
- 196 families were determined eligible and attended briefings to receive their vouchers.
- There were 88 City applicants who leased up in September.

#### **HCV County**

In the month of September, 500 County applicants were randomly selected and scheduled to attend criminal backgound checks from September 18th through the 21st; 131, or 26%, of applicants attended.

- Applicants are scheduled for initial eligibility appointments throughout the month of October.
- Applicants are being scheduled for briefings throughout the month of October.
- There were 100 County applicants who leased up in September.

#### **Resident Services**

#### **ABC Mouse**

Site(s): All sites with computer labs

The agency's ConnectHome participation continues to expand resources and provide high-quality learning resources to residents. In September, ABC Mouse a web-based comprehensive digital education resource was launched to Fresno Housing residents. Resident Services Coordinators have been reaching out to families to register so they have access to the program for free. ABC Mouse is a resource for youth ages 2-8. The program provides more than 5,000 learning activities and 500 lessons on reading and language arts, math, science social studies, health, art, and music. Statistics show a significant improvement in reading skills, overall learning, and math skills in children that utilize ABC Mouse for at least 70 minutes a week. A feature of the dashboard allows administrators to track usage, as well as invite new families and assign at-home lessons for students.

For more information: www.ABCmouse.com

#### Community Youth Art Show & Contest (Theme Back to School)

Site(s): Yosemite Village and Villa Del Mar

In September, the afterschool programs were asked to draw pictures that reflected what they liked about school, and their first day of school. After they completed their artwork, the youth hosted an art show to display to their parents. Parents and other residents within the community were able to place a vote of their favorites for 1st, 2nd, and 3rd place. The winner received art supplies and all participants received goody bags with school supplies.





#### **Attendance Works**

Site(s): Yosemite Village, Villa Del Mar, Cedar Courts, Fultonia West-Fresno and Granada Commons-Kerman, Parc Grove Commons

In honor of Attendance Awareness Month, the resident had the opportunity to participate in an attendance workshop to discuss the key strategies of the Attendance Works Initiative. The workshops provided the residents with an engaging community conversation, activities to win school supplies, and reading materials referenced from Attendance Works Initiative.

# **Youth After School Program**

Site(s): Cueva de Oso, Selma CA

In September, afterschool programming began for youth residing at Cueva de Oso. Youth programming will be available to assist with homework, literacy, mathematics, computer literacy, physical activity, arts and crafts, and more. The program is being offered on Mondays and Wednesdays from 3pm – 5pm. Currently, there are 12 youth registered and outreach continues to be provided to residents.

Photos below: Residents at Cueva de Oso, Selma CA







#### **Roundtable Discussion**

Site(s): Legacy Commons, Fresno CA

In the month of September, the residents of Legacy Commons participated in a roundtable discussion with staff members of Fresno City College about the upcoming satellite college planned for Southwest Fresno. The residents were given the opportunity to give feedback and input on the proposed campus and how it can benefit the community. The discussion included classes the community would benefit from, student needs, and accessibility. The residents were appreciative of Fresno City College giving them the opportunity to voice, not only their concerns, but what they would like to see.

## **Firebaugh Education Center (Open House)**

Site(s): Mendoza Terrace, Mendoza Terrace II, Cardella Courts & Firebaugh Elderly

On September 21st, an open house was held at the Firebaugh Education Center for residents to learn of available resources. Fresno State University, Employees Educational Credit Union (EECU), Centro La Familia, Firebaugh City Council Member Freddy Valdez, and Xfinity were part of this event offering resources and services to FH Residents, they brought gifts/goodies to raffle at the end of the event. The grand prize was a laptop donated by Xfinity. Services such as low-cost internet with Xfinity, banking services with EECU, family advocacy with Centro La Familia, and Fresno State provided 12 laptops for residents to use in the Education Center. Approximately 40 residents attended the event.









# **PUBLIC**

#### **Overview**

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

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

# **PARTNERSHIP**

# Overview

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

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

Project	Organization	Role
Renaissance at Parc Grove	WestCare	Partner in the provision of services to property residents
		property residents
Highway City multifamily	Highway City CDC	Planning partners, potential development
housing development/	Central Community	partner, potential service providers
Community Center	Church	
	Granville	
	Central Unified School	
	District	
	Economic Opportunities	
	Commission	

Department of Community	Association for Energy	Partners in portfolio assessment, project
Services and Development - Low	Affordability	planning and design, and incentive
Income Weatherization Program	GRID Alternatives	approval
Permaculture at Yosemite Village	Fresno Metro Ministries	Partners in the development of the
and Santa Clara	Natural Resources	community gardens and a permaculture
	Conservation Service	farm - grant fund acquisition and
		program management
Transformative Climate	GRID Alternatives	Partners in the submission of TCC
Communities: Solar and Energy	Fresno EOC	funding applications
Efficiency		
Car Sharing Program	Fresno Black Metro	Partners in the submission of a TCC
	Chamber of Commerce	funding application and the design of a
	Shared Mobility Center	multiple stakeholder car sharing network
	Latino Equity Advocacy	
	Policy (LEAP)	
	Stantec	
	Inspiration Transportation	

#### Fresno Housing's Inspection Collaboration with the City of Fresno

On October 17, 2017 representatives from the Housing Choice Department's quality assurance and inspections team partnered with the City of Fresno to walk the King Elementary neighborhood in Southwest Fresno. Alicia M. Jones, Housing Programs Manager; Brenda Smith, Assistant Manager; and Desiree Haynes Senior Housing Quality Inspector partnered with Virgie Curiel-Orozco and Ellisania Harrision from the City of Fresno. Staff mapped the perimeter of the neighborhood to identify HCV participants. The walk consisted of a five to six block radius.

## **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.

#### **Administrative Services**

#### **Human Resources**

The Human Resources Department is currently recruiting for positions within the Housing Management department.

#### New Hires/Promotions:

- Matthew Falcon, HR Intern (new hire)
- Samuel Zamora, Maintenance Technician (new hire)
- Cesar Morales, Maintenance Technician (new hire)
- Brigido Deleon, Maintenance Technician (new hire)
- Jesse McIntyre, Property Specialist II Part-time (new hire)
- Tiffany Chavarria, Assistant Manager Homeless Initiatives (promotion)
- Mary Caggianelli, Assistant Manager Resident Services (promotion)

#### IT

#### Information Technology:

Bobby Coulter and Wayne Vangyi participated in the Central California Cyber Security Consortium. The goal of the group is to share strategies, lessons learned, and discuss industry trends. One of the more exciting ideas that came from the group was the discussion focused on the formation of a local Cyber Security Response Team. The team would help any members dealing with a Cyber Security breach.

# **Information Systems**

The 2017 Cradle to Career Network Convening – Strive Together took place October 3-5, 2017. Cassie Morgan, Senior Database Administrator, attended a conference in Phoenix, Arizona along with 14 other participants from the Cradle to Career Fresno County partnership. These three days were spent addressing challenges around improving outcomes, changing systems, and eliminating disparities. Specifically, Cassie focused on gleaning best practices in leveraging data sharing agreements to inform actions toward improving the outcomes (e.g. education, wage progression, and health) of our residents.

Data Fellows Summit & Tableau Conference took place October 9-12 2017. Tableau Foundation invited Cassie Morgan, Senior Database Administrator, to attend an all-day workshop with data fellows and other nonprofit partners from across the country. The summit highlighted the Community Dashboard on Homelessness developed during the fellowship and featured presentations from other communities using data to make a difference. The Tableau Conference that followed included hands-on training, networking, and collaboration with thousands of data experts using analytics to improve processes and outcomes.

#### **Accounting & Finance**

Now that the 2016 audit has been finalized, Accounting staff is beginning the process of review the 2017 financial information to prepare for this years audit. Staff is reviewing general ledger activity for correctness and timliness. This will allow for more accurate reporting and a smoother audit process.

Finance staff has been working with department managers to assist with the completion of their 2018 budgets. First drafts have already been submitted to the Finance department for consolidation and review by Agency management.

#### Structure

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

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

# **Strategic Outreach**

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

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

Addendums October 24, 2017





## Centro La Familia Advocacy Services

#### Margarita Rocha

**Executive Director** 



Vanessa Sandoval

Health & Wellness Department Manager: Behavioral Health

### Victim & Immigration Services



#### **Victim Advocacy**

Provide intervention, prevention & outreach/education to victims of:

- Domestic Violence
- Sexual Assault
- Human Trafficking
- Other Serious Crimes

## Immigration Services

Fee for Service through DOJ Agency Recognition & Staff Accreditation

- Citizenship through Naturalization,
- Family Petitions,
- Consultations, and
- Documentation Assistance

#### Policy & Leadership

Policy & Leadership



## **Building Healthy Communities**

- Development of resident civic leadership
- Training and empowering residents on how to advocate for better communities as a means to have healthier and safe communities.

## MediCal Coalition Building

 Bring together leaders of healthcare systems with the intent of protecting MediCal and affordable healthcare from an economic standpoint.

#### Health & Wellness:



### Consumer fraud prevention

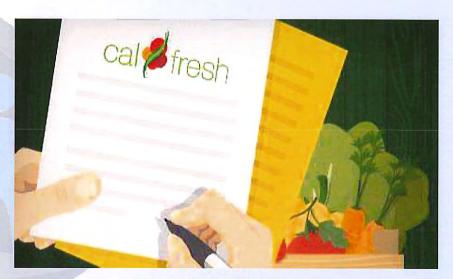
- Telecommunications/Education Assistance In Multiple Languages (TEAM)
  - Revision of home and cell phone bills, checking for fraudulent activity
  - Advocate for customer with phone company, to request reimbursement for fraudulent activity
- Community Help and Awareness of Natural Gas & Electric Services (CHANGES)
  - Advocate for client to prevent shut offs of services
  - Apply for fee reductions and/or set up payment plans

#### Health & Wellness: Insurance & Public Benefits Enrollment



NEW APPLICATION & RENEWALS ASSISTANCE FOR:

- Medi-Cal
- Cal Fresh
- Cash Aid
- Education & Outreach



Locations: Firebaugh (Learning Center) & Orange Cove

Fresno Housing Authority | 10-24-2017

Funded by: Fresno County Department of Social Services & California Association of Food Banks

#### Health & Wellness:

## Multi-Agency Access Point (MAP)

Using the MAP Point Screening tool, the client's needs are assessed

Linkage plan is created: MAP Navigators make linkages and appointments for clients

Navigators monitor the client's success through case management

Fresno Housing Authority | 10-24-2017



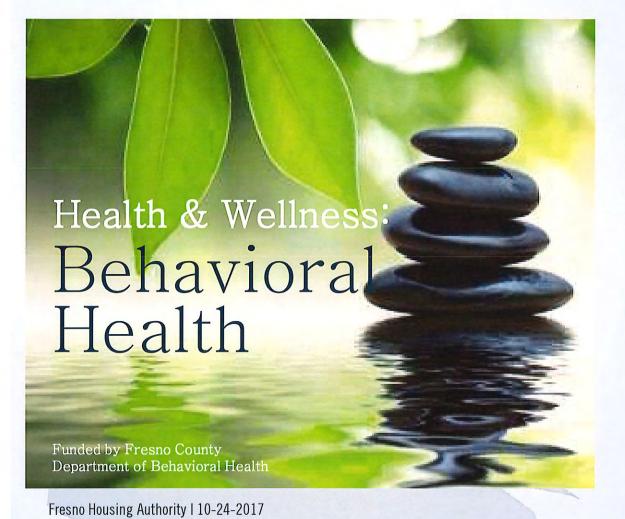
#### Creation of Linkages to:

- Behavioral Health
- Social Services
- Health Services
- Housing Programs

#### Locations:

- Firebaugh (Learning Center/Fresno Housing Authority)
- Orange Cove (Fresno Housing Authority)
- Community Regional Medical
- Mendota

Funded by: Fresno County Department of Behavioral Health





Behavioral health prevention and early intervention (PEI) services for the unserved and underserved populations in Fresno County.

- Consumer/Family Advocacy Services
- Cultural-Based Access Navigation and Peer/Family Support Services

#### Health & Wellness:

#### **Behavioral Health**



# ONE-ON-ONE

- Interview/intake process
- Individualized Empowerment Plan
- Linkages/warm handoffs
- Case Management

GROUP

- Support groups "Pláticas"
- Locations:
  - Cedar Courts (Fresno)
  - Learning Center (Firebaugh)
  - · Oak Grove (Parlier)
  - Marion Villas (Kingsburg)

**EDUCATION** 

- Community outreach events
- Educational Trainings

#### Family Strengthening



#### Differential Response/ Neighborhood Resource Center

- addresses child welfare needs in 93706 and 93722
- intervention and prevention parent education services
- peer-to-peer support and linkage
- home visitation
- case management



#### Family Strengthening:

## Home Visitation



Assists parents in enhancing their knowledge about their children's physical, social, and cognitive needs by providing them the tools to understand basic child development milestones and growth.

Huron, Mendota

Fresno Housing Authority I 10-24-2017

24 families per year

#### **PARENTS**

- One-on-One visits
- Family needs assessment
- Parent education through AVANCE curriculum
- Referrals

#### **CHILDREN**

- School readiness
- Ages & stages questionnaires (Child Development)
- Learning through play



## Centro La Familia Advocacy Services

#### Margarita Rocha

**Executive Director** 



Vanessa Sandoval

Health & Wellness Department Manager: Behavioral Health

### Victim & Immigration Services



#### **Victim Advocacy**

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- Citizenship through Naturalization,
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- Documentation Assistance

#### Policy & Leadership

Policy & Leadership



## **Building Healthy Communities**

- Development of resident civic leadership
- Training and empowering residents on how to advocate for better communities as a means to have healthier and safe communities.

## MediCal Coalition Building

 Bring together leaders of healthcare systems with the intent of protecting MediCal and affordable healthcare from an economic standpoint.

#### Health & Wellness:



#### Consumer fraud prevention

- Telecommunications/Education Assistance In Multiple Languages (TEAM)
  - Revision of home and cell phone bills, checking for fraudulent activity
  - Advocate for customer with phone company, to request reimbursement for fraudulent activity
- Community Help and Awareness of Natural Gas & Electric Services (CHANGES)
  - Advocate for client to prevent shut offs of services
  - Apply for fee reductions and/or set up payment plans

#### Health & Wellness: Insurance & Public Benefits Enrollment



NEW APPLICATION & RENEWALS ASSISTANCE FOR:

- Medi-Cal
- Cal Fresh
- Cash Aid
- Education & Outreach



Locations:
Firebaugh (Learning Center) & Orange Cove

Fresno Housing Authority | 10-24-2017

Funded by: Fresno County Department of Social Services & California Association of Food Banks

#### Health & Wellness:

## Multi-Agency Access Point (MAP)

Using the MAP Point Screening tool, the client's needs are assessed

Linkage plan is created: MAP Navigators make linkages and appointments for clients

Navigators monitor the client's success through case management

Fresno Housing Authority I 10-24-2017



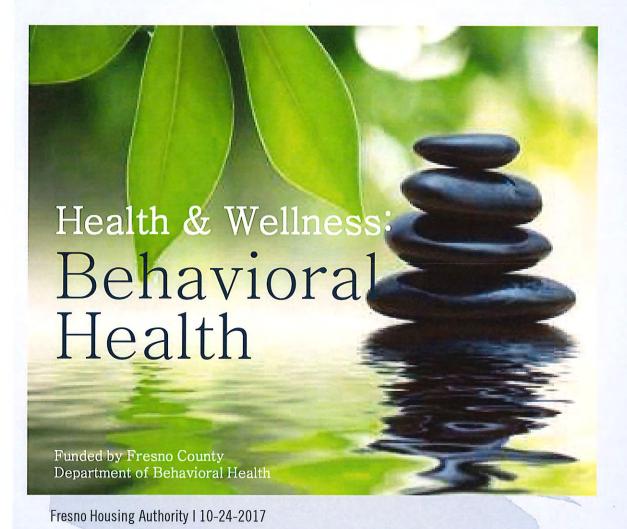
#### Creation of Linkages to:

- -Behavioral Health
- Social Services
- Health Services
- Housing Programs

#### Locations:

- Firebaugh (Learning Center/Fresno Housing Authority)
- Orange Cove (Fresno Housing Authority)
- · Community Regional Medical
- Mendota

Funded by: Fresno County Department of Behavioral Health





Behavioral health prevention and early intervention (PEI) services for the unserved and underserved populations in Fresno County.

- Consumer/Family Advocacy Services
- Cultural-Based Access Navigation and Peer/Family Support Services

## Health & Wellness:

#### **Behavioral Health**



# ONE-ON-ONE INTERVIEWS

- Interview/intake process
- Individualized Empowerment Plan
- Linkages/warm handoffs
- Case Management

GROUP

- Support groups "Pláticas"
- Locations:
  - Cedar Courts (Fresno)
  - Learning Center (Firebaugh)
  - Oak Grove (Parlier)
  - Marion Villas (Kingsburg)

**EDUCATION** 

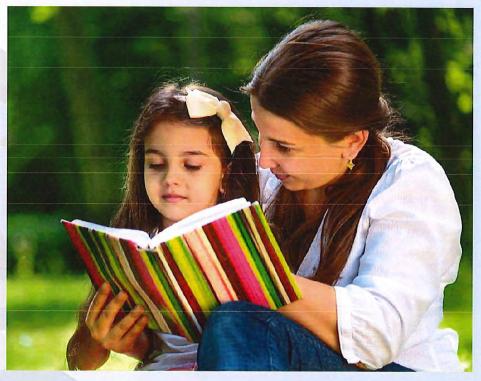
- Community outreach events
- Educational Trainings

#### Family Strengthening



#### Differential Response/ Neighborhood Resource Center

- addresses child welfare needs in 93706 and 93722
- intervention and prevention parent education services
- peer-to-peer support and linkage
- home visitation
- case management



#### Family Strengthening:

## Home Visitation



Assists parents in enhancing their knowledge about their children's physical, social, and cognitive needs by providing them the tools to understand basic child development milestones and growth.

Huron, Mendota

Fresno Housing Authority | 10-24-2017

24 families per year

#### **PARENTS**

- One-on-One visits
- Family needs assessment
- Parent education through AVANCE curriculum
- Referrals

#### **CHILDREN**

- School readiness
- Ages & stages questionnaires (Child Development)
- Learning through play



#### 2018 Budget Update

Fresno Housing Authority Boards of Commissioners Meeting October 24, 2017

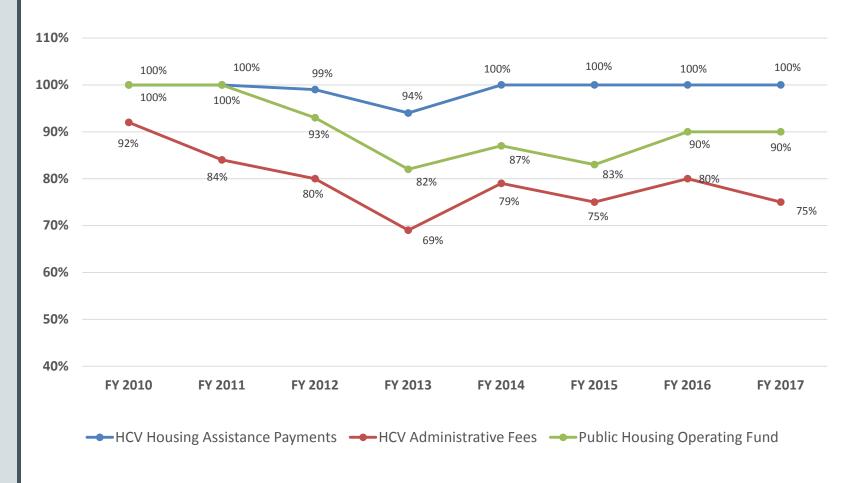


#### **2018 Federal Budget Updates**

- On September 8, 2017 President Trump signed the Continuing Appropriations Act, 2017 to raise debt ceiling and provide a continuing resolution until December 8, 2017
- September 14, 2017 the House voted to pass a 2018 omnibus spending bill
  - Considered a starting point for senate discussions
- On October 17, 2017 the Senate began a debate on the 2018 proposed budget
  - Most discussion focused on tax reforms

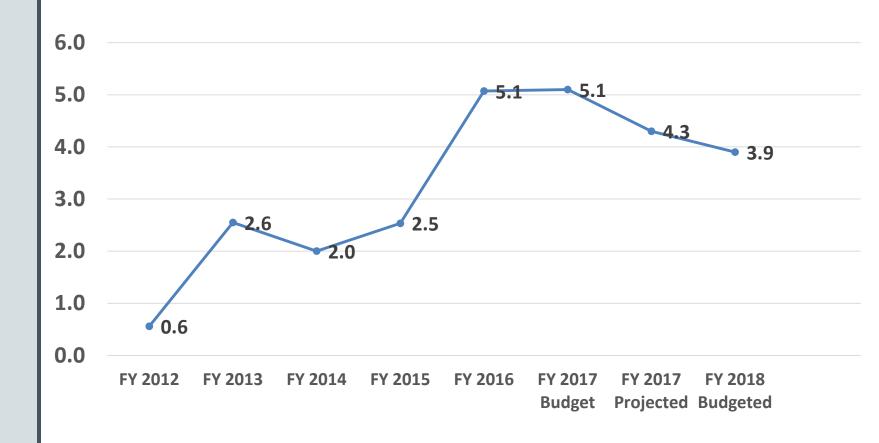


#### **Historic Funding Levels**



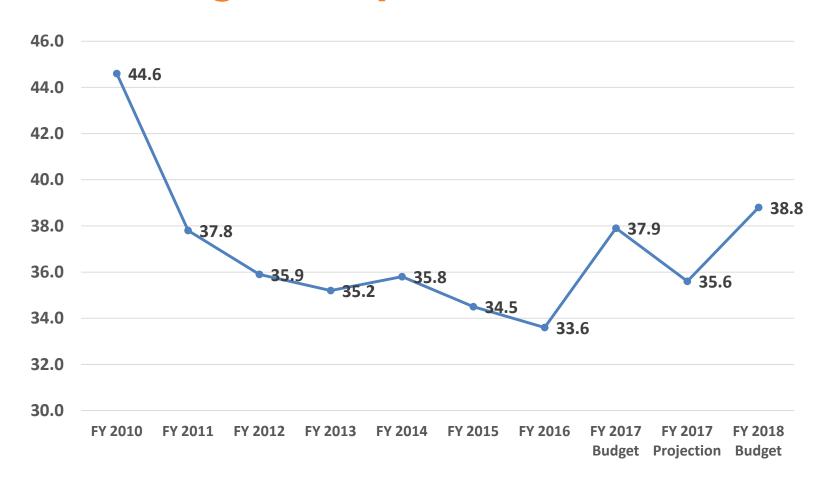


#### **2018 Budgeted Developer Fees**





#### **2018 Budgeted Expenditure Levels**





## Budget Discussions Continue as the Agency Strives for Excellent Planning

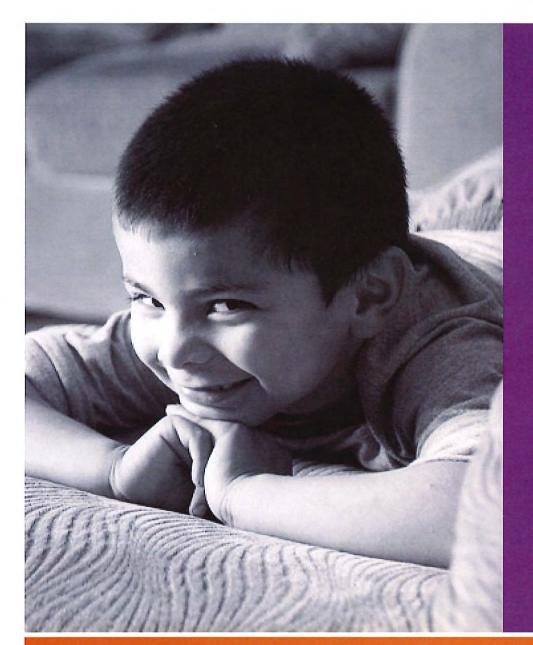
- **HUD Revenue**: Reminder that there is no approved Federal Budget for 2018 at this time
- **Developer Fee Revenue**: Staff is constantly analyzing Developer Fees and this can change between now the finalized budget
- **Staffing:** There are currently 8 unfilled positions at this time. Discussions continue about staffing needs for 2018.
- Expenses: Discussions continue with staff



#### **Budget Timeline**

- Throughout November & December: Budget adjustments made based on Board comments, changes in information, and further budget analysis
- December 19<sup>th</sup>: Adoption of 2018 Budget





# Blackstone/Simpson Informational Update

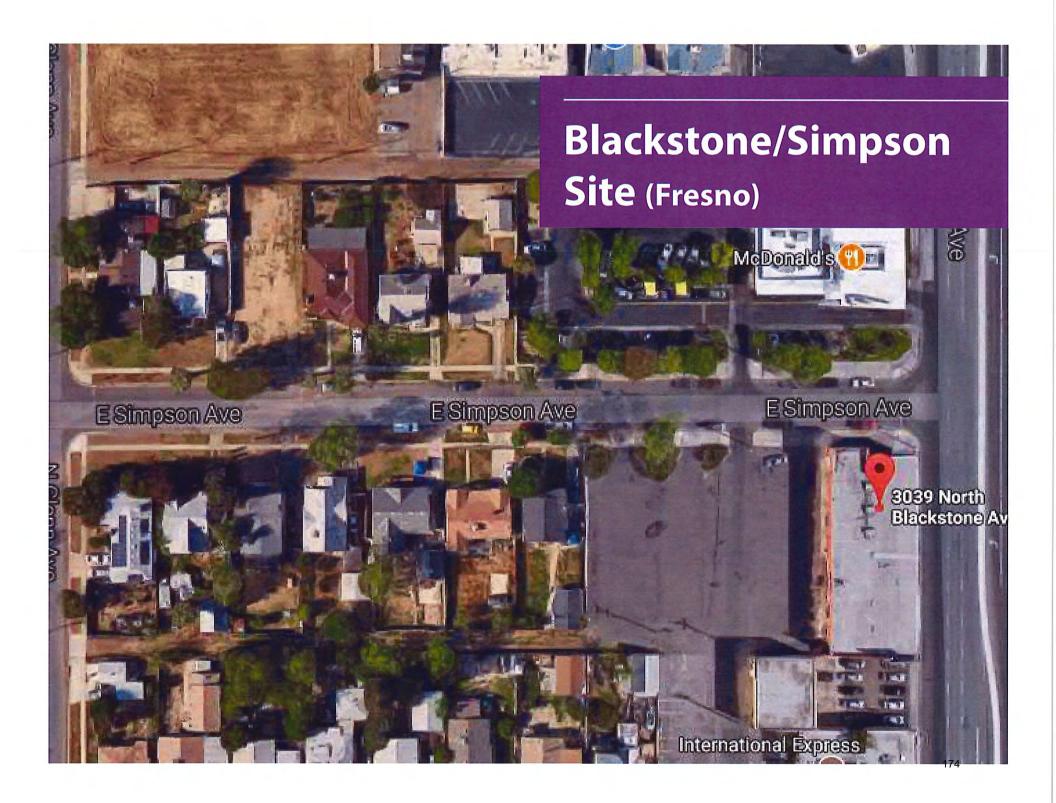
October 24, 2017



#### **Blackstone/Simpson (Fresno)**

- Potential for rehabilitation of existing commercial and new construction of approximately 45 affordable housing units
- Board approved Assignment of Purchase and Sale Agreement March 2017
- Board approved HRFC commitment of \$1.4 million June 2017
- Board approved authorization to proceed with acquisition June 2017
- Due diligence complete; anticipating acquisition closing November 2017
- Potential January 2018 AHSC Application

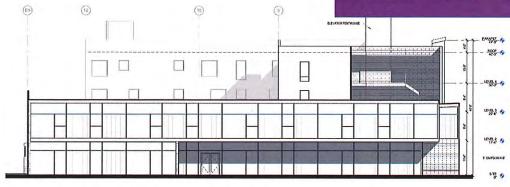




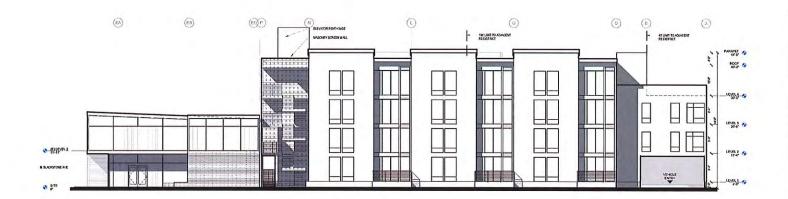
# Blackstone/Simpson Site (Fresno)



# Blackstone/Simpson Site (Fresno)



EAST/BLACKSTONE ELEVATION



NORTH/SIMPSON ELEVATION



PROJECT:

FRESNO HOUSING AUTHORITY -BLACKSTONE SITE

PROJECT ADDRESS

3039 N BLACKSTONE AVE
FRESNO, CA
93764

FRESNO HOUSING AUTHORITY 1331 Fulton Mall FRESNO, CA 93721

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EAST/NORTH ELEVATION

SPEET NO.

**A-201** 176 -----



#### **Development Update**

October 24, 2017



#### **Presentation Overview**

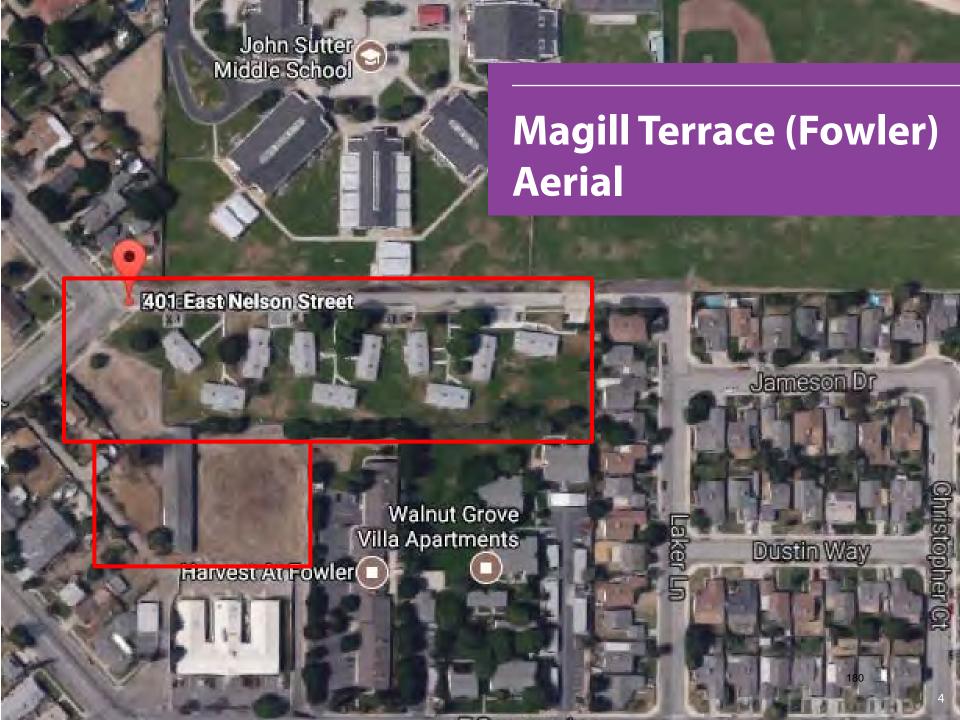
- December 2017 Finance Closing/Construction Start
  - Magill Terrace (Fowler) 60 units
- March 2018 Finance Closing/Construction Start
  - Oak Grove (Parlier) 56 units
- Pre-Development Pipeline
  - North Fulton Street Site (Fresno)
- Transformative Climate Communities (TCC)
  - Southwest Fresno Planning
  - Electric Car Sharing Program
  - Southwest Fresno Solar Project
  - Chinatown

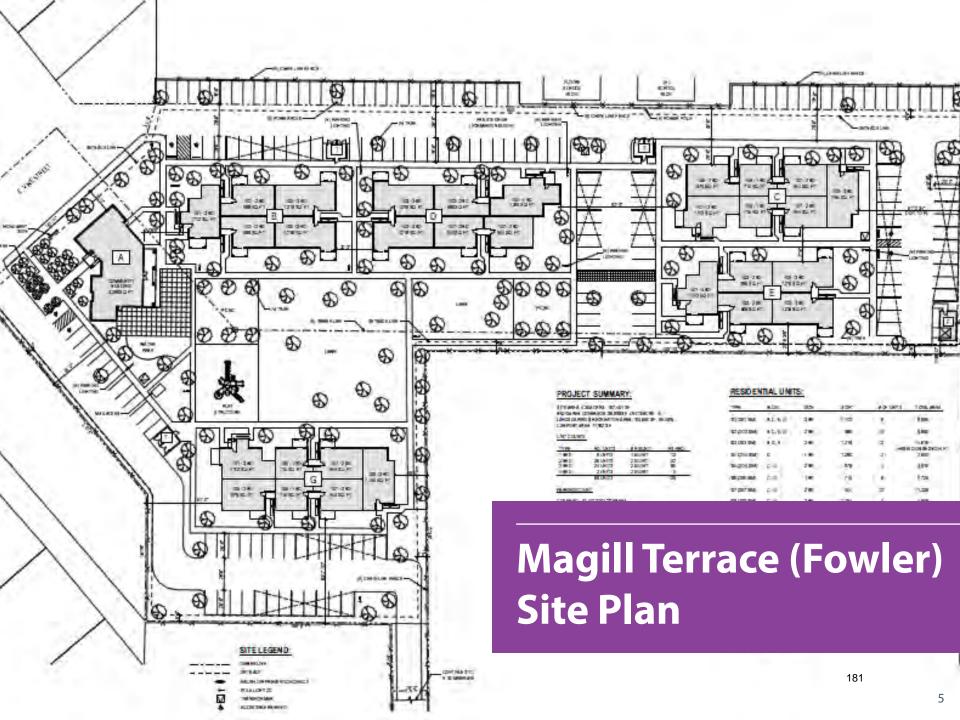


## December 2017 Finance Closing – Magill Terrace (Fowler)

- Redevelopment of an existing 20-unit LIPH site; demolition of existing units and new construction of 60 units and a community building
- Awarded \$1.59 million in HOME/AHP funds
- Mogavero Notestine Assoc. awarded architect contract in June 2015
- Johnston Contracting awarded GC/CM contract in January 2017
- HRFC of \$2.2 million committed Feb 2017
- December 2017 Closing/Construction Start
- Requesting approval for Non-Exclusive Easement Agreement with Fowler Unified School District







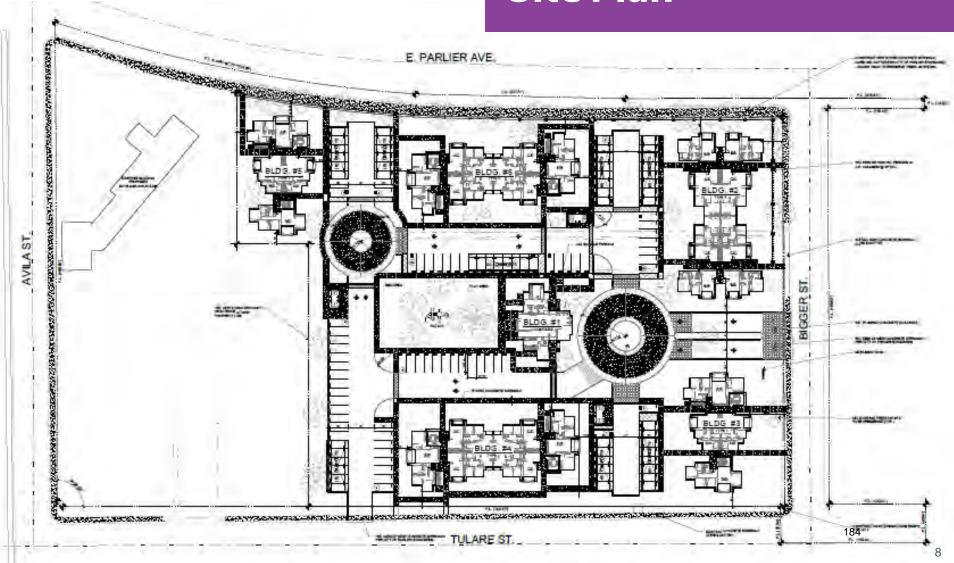
# March 2018 Finance Closing – Oak Grove (Parlier)

- Proposed redevelopment of an existing 50-unit LIPH site; demolition of existing units and new construction project of 56 units and a community building
- R.L. Davidson awarded architect contract Jan 2017
- Prowest awarded GC/CM contract Jan 2017
- Board authorized HRFC of \$1.95 million Feb 2017
- Board authorized HAFC LIPH Cap/Op Reserves of \$685k and \$2.34m seller financing Feb 2017
- Received FLHB AHP Award of \$550k June 2017
- Received tax credit reservation September 2017
- Anticipating March 2018 construction start





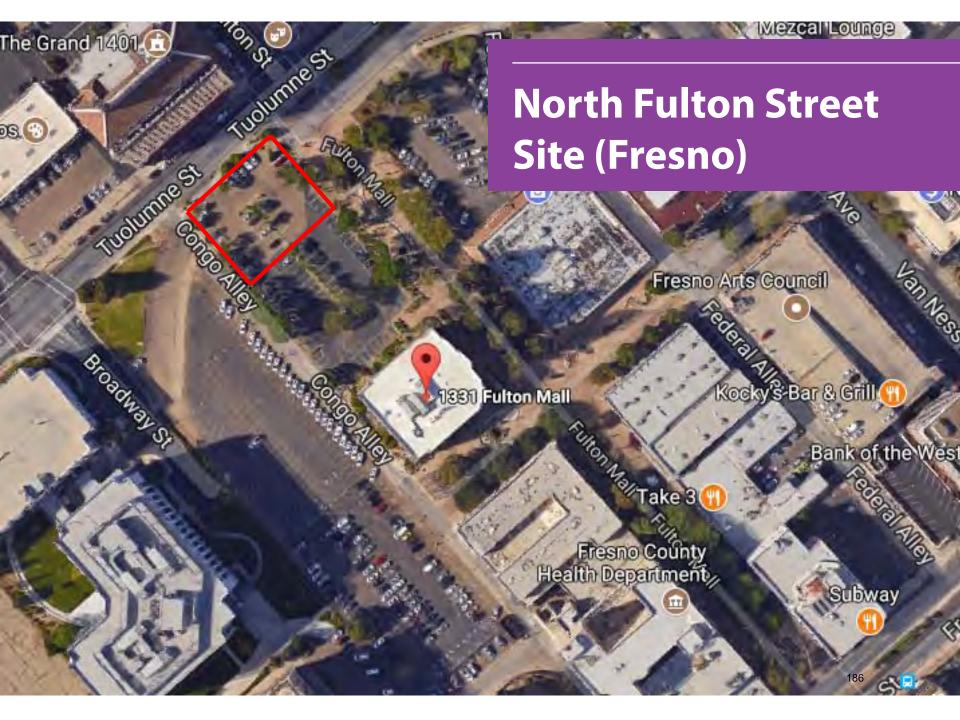
# Oak Grove (Parlier) Site Plan



#### **North Fulton Street Site (Fresno)**

- Proposed project concept is a 15-story mixed-use workforce (Studios to 2 Bd.'s) affordable housing development with 127 units of housing; first floor retail and subgrade parking
- Agency released RFP for General Contractor/Construction Manager (GC/CM)
- Staff anticipates submitting for AHSC Application January 2018







#### **Transformative Climate Communities (TCC)**

- Transformative Climate Communities (TCC)
  - Planning Grant
    - Southwest Fresno Planning
  - Implementation Grants
    - Car Sharing Program (Fresno)
    - Southwest Fresno Solar Project (Fresno)
    - Chinatown Site (Fresno)
  - TCC Timeline



# **Southwest Fresno Planning**

- Planning area comprised of:
  - California Triangle (15 Parcels totaling approximately 3.4 acres off of California Avenue in Southwest Fresno)
    - Acquired from RDA July 2017
  - Sierra Terrace (46 units, former LIPH)
  - DeSoto Gardens I & II (68 LIPH units)
  - Fairview Heights Terrace (74 LIPH units)
- Potential eligibility for \$250k TCC Planning Grant application; due to Strategic Growth Council November 2017
- Partnership with Southwest Fresno Community Development Corporation (SWFCDC)





# **Electric Car Sharing Program (Fresno)**

- Electric Vehicle (EV) Car Sharing Program proposed in Downtown and Southwest Fresno
  - Locations proposed: Bitwise, City View at Van Ness, Legacy Commons, Sequoia Courts, and Parc Grove
  - Agency released RFP for Program Operator
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- Transitioned to an Expanded Partnership Proposal submitted September 2017; Partners include Fresno Metro Black Chamber of Commerce, Shared Use Mobility Center, Latino Equity Advocacy Policy, Inspiration Transportation, and Stantec
- \$7.28m combined TCC request; \$100k of In-Kind Commitment
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017. FH committed match funds of \$100k



# Southwest Fresno Solar Project (Fresno)

- Collaborative effort to provide energy efficient packages for solar, weatherization, and energy savings to homes and multifamily housing
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- GRID Alternatives submitted TCC Concept Proposal with Fresno Housing as Partner September 2017
- Seven proposed Fresno Housing sites
- \$1.9m combined single family and multi-family TCC request
- Multi-family proposes 200kw system; \$267k of Match Funding
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017. FH committed match funds of \$121,333





#### **Chinatown Site (Fresno)**

- Concept project is proposed on .60 acres of vacant land near Downtown Fresno; 4-story mixed-use affordable housing development with 57 units of housing (studios to 3Bd.'s); first floor retail and parking
- Board ratified P&S Agreement August 2017
- Board authorized submission of TCC Concept Proposal to City of Fresno August 2017
- Agency released RFP for General Contractor/Construction Manager (GC/CM)
- TCC Concept Proposal submitted September 2017
- Concept proposal <u>was selected</u> by TCC Steering Committee at final vote on October 4, 2017
- Board approved \$1m HRFC Funds October 11, 2017





#### **TCC Timeline**

- Oct 27 SGC Announces Invite to Full Application
- Nov 30 Deadline for Full Applications to SGC
- Jan 2018 State Announces Grant Recipients



#### Questions?