



Boards of Commissioners Meeting

February 27, 2018

AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

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

5:30pm - February 27, 2018

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 5:15 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.

4:00pm Workshop: Fulton Street Project Update

4:30pm Workshop: Review of History and Agency Goal Setting

5:30pm Board Meeting

1. **Call to Order and Roll Call**

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

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

3. **Public Comment**

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

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

5. **2017 Agency Highlights – Video Presentation**

6. **Commissioners' Report**

7. **Consent Agenda**

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

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| a. Consideration of Adoption of the Minutes of January 23, 2018 | 6 |
| b. Consideration of the Contract Renewal – Security Services | 14 |
| c. Consideration of the Amended Information Technology Policy | 20 |
| d. Consideration for Application Submission – Lead-Based Paint Hazard Control Program | 37 |
| e. Consideration of HOME Tenant-Based Rental Assistance (TBRA) Contract - City of Fresno | 41 |

8. **Informational**

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| a. Resident Services Presentation – Digital Literacy | 45 |
| b. Introduction to the Audit Process | 46 |
| c. 2017 HAP and Leasing Activities Update | 47 |
| d. Real Estate Development Update | 51 |

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9. Action	
a. Consideration of Omnibus Resolutions and Funding Commitments – Oak Grove Apartments (Parlier)	52
b. Consideration of Architect Contract Award – Chinatown	104
c. Consideration of Submission of AHP Application – Orchard Apartments (Parlier)	108
d. Consideration of Submission of AHP Application – Highway City	112
e. Consideration of the Amended Agreement for the Family Reunification Program – County of Fresno	117
f. Consideration of Standard Lease Agreement – Public Housing (<i>continued from January 23, 2018</i>)	121
10. Executive Director’s Report	151
11. Closed Session	
a. 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 Frank Kozlowski, Capitol Rivers, Inc. Under negotiation: Price and Terms of Sale	
b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: 3726 N. Pleasant Avenue, Fresno, CA (APN: 433-220-39T) Agency Negotiator: Preston Prince Negotiating parties: Fresno Housing Authority and Ernest M. Reyes, Lincoln Consulting Group, LLC Under negotiation: Price and Terms of Sale	
c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: 36200 N. Giffen Drive, Huron, CA (APN: 075-091-25) Agency Negotiator: Preston Prince Negotiating parties: Fresno Housing Authority and Ernest M. Reyes, Lincoln Consulting Group, LLC Under negotiation: Price and Terms of Sale	
d. PUBLIC EMPLOYMENT Title: CEO	
12. Report on Closed Session Items	
13. Action	
Consideration to Approve the Compensation Agreement of the CEO/Executive Director	

14. Adjournment

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

Tuesday, January 23, 2018

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Tuesday, January 23, 2018 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

1. The regular meeting was called to order at 5:05 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
 Caine Christensen, Vice Chair
 Rueben Scott
 Steven Bedrosian
 Karl Johnson
 Stacy Vaillancourt
 Virna Santos

The meeting was called to order at 5:05 p.m. by Board Vice Chair, Commissioner Sablan of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Stacy Sablan, Vice Chair
 Mary G. Castro
 Nikki Henry
 Cary Catalano

ABSENT: Jim Petty, Chair
 Venilde Miller
 Joey Fuentes

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

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 6-0

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

MOTION PASSED: 4-0.

3. PUBLIC COMMENT

There was no public comment.

4. CLOSE SESSION

The Boards went into closed session at approximately 5:08 p.m.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code section 54956.9(d)(2) - 1 case

The Boards returned to open session at approximately 5:16 p.m.

5. REPORT ON CLOSED SESSION

There was no action to report at this time.

6. COMMISSIONERS' YEARS OF SERVICE ACKNOLEGEMENTS

Mr. Preston Prince acknowledged the Commissioners serving five years or more as Board members for the Fresno Housing Authority.

- Commissioner Steve Bedrosian, has been serving for 6 years as the City Commissioner.
 - He is a resident of the Housing Program.
 - His background experience is in sales and debt recovery.
 - He advocates for disabled persons.
- Commissioner Stacy Sablan, has 6 years of service as a Vice Chair and Chair of the County Board.
 - She serves the community of Firebaugh as an owner of Sablan Legal Services.

- Chair Adrian Jones with 10 years of service as City Vice Chair and Chair of the City Board.
 - She was a recipient of the Fresno Housing Authority programs.
 - She now has her Master's Degree in Social Work.
- Chair Jim Petty with 25 years of service as Vice Chair and Chair of the County Board.
 - His experience as veteran of U.S Army and extensive career in the insurance industry.
- Commissioner Rueben Scott has 35 years of service as Vice Chair and Chair of the City Board.
 - Commissioner Scott is the Pastor and founder of Providence Baptist Church.
 - Commissioner Scott is a resident of southwest Fresno.
 - A former professor for the college/University for the local areas such as Fresno Pacific, Fresno State, and Fresno City College.
 - Commissioner Scott serves other Boards in the Community.

Commissioner Vaillancourt arrived the meeting at 5:22 p.m.

7. PUBLIC COMMENT

Eric Payne resident of West Fresno, shared his appreciation and thanked the Fresno Housing Authority Boards, for Ms. Tracewell Hanrahan's participation at the conference hosted by the Central Valley Urban Institute on January 18, 2018.

8. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest at this time.

9. COMMISSIONERS' REPORT

Commissioner Jones and Commissioner Henry presented on the workshop they attended on January 17, 2018. The guests at the workshop were representatives of Purpose Built Communities.

Commissioner Henry shared that the Purpose Built Communities is an interested group that traveled from Atlanta to meet with local community members. She stated that Purpose Built Communities is a nonprofit agency which is funded by three benefactors.

Mr. Prince shared that Purpose Built Communities have partnered with schools, health (organizations or departments) and other Housing Authorities. Mr. Prince said the meeting was about hosting a community conversation with Purpose Built Communities' guests and local community members. The purpose of the conversation was to share what Fresno has

accomplished, and if we are a community that aligns with the mission of Purpose Built Communities.

In addition, the Commissioners thanked the Fresno Housing Authority staff and Commissioners that served in the past for their thoughtfulness and readiness during the Government Shutdown.

10. 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 the December 13, 2017 and December 19, 2017 meetings
- b. City: Consideration of the 4th Quarter 2017 Charge Offs for Uncollectible Accounts
- c. County: Consideration of the 4th Quarter 2017 Charge Offs for Uncollectible Accounts
- d. Consideration of the 2018 Proposed Utility Allowance Schedules – Housing Assistance Programs, Mixed Finance and Low-Income Housing Tax Credit
- e. Consideration of Claim for Money or Damages by Betty Joann Lee made under California Tort Claims Act (Gov. Code §810 et seq.)
- f. Consideration of Out of State Travel – CEO/Commissioners

The report for item 10f was amended, this item was pulled from the agenda and voted separately. There was an addition to the report, The Built for Zero trip to New Orleans from February 19-21, 2018.

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Christensen to approve the Consent Agenda Items A-E.

MOTION PASSED: 7-0

COUNTY MOTION: Commissioner Catalano moved, seconded by Commissioner Castro to approve the Consent Agenda Items A-E.

MOTION PASSED: 4-0

- f. Consideration of Out of State Travel – CEO/Commissioners

CITY MOTION: Commissioner Scott moved, seconded by Commissioner Johnson to approve the amended Consent Agenda Item F.

MOTION PASSED: 7-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Castro to approve the amended Consent Agenda Item F.*

MOTION PASSED: 4-0

11. INFORMATIONAL

a. Intern Presentation – Matthew Falcon

Matthew Falcon, Human Resources Intern presented on his intern experience at Fresno Housing.

b. HUD Compliance Monitoring Update (continued from December 19, 2017)

Ms. Tracewell Hanrahan presented on this topic.

c. Response to Public Comment Regarding Renaissance at Santa Clara and West Fresno Community

Ms. Angie Nguyen presented on this topic.

d. Real Estate Development Update

Mr. Michael Duarte presented the Real Estate Development Update.

12. ACTION

a. Consideration of Property Sale – Home Ownership Program (HOP) Homes

Mr. Michael Duarte presented on this topic.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Johnson to approve the Property Sale – Home Ownership Program (HOP) Homes.*

MOTION PASSED: 7-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Henry to approve the Property Sale – Home Ownership Program (HOP) Homes.*

MOTION PASSED: 4-0

b. Consideration of Award of General Construction/Construction Management Contract – Chinatown and Blackstone and Simpson Projects

Mr. Michael Duarte presented on this topic.

CITY MOTION: *Commissioner Johnson moved, seconded by Commissioner Scott to approve the Award of General Construction/Construction Management Contract – Chinatown and Blackstone and Simpson Projects.*

MOTION PASSED: 7-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Henry to approve the Award of General Construction/Construction Management Contract – Chinatown and Blackstone and Simpson Projects.*

MOTION PASSED: 4-0

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

Ms. Tammy Townsend presented on this item. Commissioner Catalano suggested an amendment to the resolution, “The Authorization will last through this fiscal year.” After, the resolution has been amended, the resolution will be reviewed by General Counsel Kenneth Price.

CITY MOTION: *Commissioner Christensen moved, seconded by Commissioner Santos to approve the amended resolution for the Line of Credit – Housing Relinquished Fund Corps.*

MOTION PASSED: 7-0

COUNTY MOTION: *Commissioner Castro moved, seconded by Commissioner Henry to approve the amended resolution for the Line of Credit – Housing Relinquished Fund Corps.*

MOTION PASSED: 4-0

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

Ms. Aurora Ibarra presented on this topic.

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

MOTION PASSED: 7-0

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

Ms. Aurora Ibarra presented on this topic.

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

MOTION PASSED: 4-0

- f. Consideration of Standard Lease Agreement – Public Housing (continued from December 19, 2017)

The Boards agree to continue the conversation on this topic to the February Board meeting.

CITY MOTION: *Commissioner Scott moved, seconded by Commissioner Santos to approve the continuation on the Standard Lease Agreement– Public Housing topic, to the February Board Meeting.*

MOTION PASSED: 7-0

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Henry to approve the continuation on the Standard Lease Agreement– Public Housing topic, to the February Board Meeting.*

MOTION PASSED: 4-0**13. EXECUTIVE DIRECTOR'S REPORT**

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

- Mr. Prince announced that on Thursday, March 1st the Board Dinner is scheduled; more details will be shared as we near the event.
- Mr. Prince shared that the Point in Time will be from January 23-25, 2018. He thanked the Commissioners who signed up to volunteer.
- As of January 1, 2018, the Boards are required to complete their Form 700s electronically. On February 14, 2018, the Executive Office will be hosting a 30-minute training session to review the Form 700.

- On February 13, 2018 there will be a visit by the Regional Administrator from HUD. The trip will include a tour of southwest Fresno, and meeting with City Leaders.

Also, Mr. Prince presented the new hires and promotion.

- Nichole Diaz, Controller (new hire)
- Bianca Garcia, IT Intern from Fresno State (new hire)
- Terri Stress, Payroll Coordinator (promotion)
- Sheng Xiong, Administrative Coordinator (promotion)

14. CLOSE SESSION

The Boards went into closed session at approximately 7:24 pm.

PUBLIC EMPLOYMENT

Title: CEO

The Boards returned to open session at approximately 8:46 p.m.

15. REPORT ON CLOSED SESSION

There was no action to report at this time.

16. 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 8:46 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

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1331 Fulton Street
Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 7b

AUTHOR: Emily De La Guerra

SUBJECT: Extension of Unarmed Security Services

Executive Summary

The purpose of this memo is to seek the approval of the Boards of Commissioners to extend the Agency's Unarmed Security Services contract with CIS Security to provide security at the Renaissance properties, Emergency Housing (El Puente), Parlier Migrant Center, and the Central Office. The original contract was approved by the Boards of Commissioners in January 2016 for an initial one-year term with four optional extensions, for a total of five years. Staff is requesting to exercise the second extension of the contract effective March 7, 2018 and ending on March 6, 2019.

Fiscal Impact

The Agency would like to extend its contract with CIS Security for an annual amount not to exceed \$260,655 per year. This amount has been approved in the 2018 budgets. Overall, the Agency spent approximately \$194,000 with CIS Security in 2017.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director to extend the contract of CIS Security from March 7, 2018 to March 7, 2019 in an amount not to exceed \$260,655.

Background

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

The Boards of Commissioners originally approved the contract with CIS Security on January 26, 2016. The first extension was approved on January 23, 2017. If approved, this would be the second extension covering the period of March 7, 2018 through March 6, 2019. Following this extension, the contract would be renewable for two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines.

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

**RESOLUTION AUTHORIZING THE EXTENSION OF CONTRACT FOR UNARMED
SECURITY GUARD SERVICES.**

WHEREAS, the Housing Authority of Fresno County has procured and subsequently entered into a contract with CIS Security in March 2016 to provide unarmed security services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services; and

WHEREAS, the Agency desires to exercise its second option to extend the contract with CIS Security for unarmed security guard services for one year, beginning March 7, 2018, for an amount not to exceed \$260,655; and

WHEREAS, the term of said contracts will expire March 6, 2019, and will be renewable for up to two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno, hereby approve the one-year contract extension for

unarmed security guard services with CIS Security and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th day of February, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

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

**RESOLUTION AUTHORIZING THE EXTENSION OF CONTRACT FOR UNARMED
SECURITY GUARD SERVICES.**

WHEREAS, the Housing Authority of the County of Fresno has procured and subsequently entered into a contract with CIS Security in March 2016 to provide unarmed security services; and

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

WHEREAS, the Agency desires to maintain the continuity of the aforementioned services; and

WHEREAS, the Agency desires to exercise its second option to extend the contract with CIS Security for unarmed security guard services for one year, beginning March 7, 2018, for an amount not to exceed \$260,655; and

WHEREAS, the term of said contracts will expire March 6, 2019, and will be renewable for up to two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno, hereby approve the one-year contract extension for

unarmed security guard services with CIS Security and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 27th day of February, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 7c

AUTHOR: Bobby Coulter

SUBJECT: Approval of the Information Technology Policy

Executive Summary

As part of the Agency's on-going analysis of internal policies and procedures, staff will be asking the Boards of Commissioners to approve an update to the Information Technology (IT) Policy. The purpose of this policy is to provide guidelines to help promote the responsible and appropriate use of Agency technology resources.

The proposed changes will align the IT Policy with industry best practices as recommended by the U.S. Department of Commerce's National Institute of Standards and Technology (NIST). These guidelines set forth the technical requirements for governmental agencies and establishes standards for all users interacting with government IT systems. Below is a summary of the changes that are being proposed:

- Frequency of password change, complexity, and additional requirements, which will now comply with industry best practices as laid out by the NIST SP 800-63 Electronic Digital Authentication Guidelines.
- Passwords will be changed when it is determined that the password has been compromised, upon special request by the user, or when a high-level user leaves the Agency. It is the responsibility of the user to report any suspicious activity that could mean that their password has been compromised.
- The use of password management software is only permitted with prior approval from Agency management.
- Employees are not authorized to change any security device settings or configuration without authority from the IT department, as they may affect the security of the device, or stop it from functioning with the supplied service.

- Browsing pornographic, illegal, improper or unauthorized sites that are beyond the scope of an employee's job definition is prohibited and may subject an employee to disciplinary action, up to and including termination.

Fiscal Impact

There is no fiscal impact.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached Information Technology Policy.

Background Information

The Fresno Housing Authority ("the Agency") provides Information Technology ("IT") resources to all Agency employees. Agency staff is responsible for using such IT resources in an effective, efficient, and ethical manner. While IT tools are important assets to the Agency when used appropriately, misuse of these resources can put both employees and the Agency at risk. Therefore, it is prudent that the Agency provide a comprehensive Information Technology Policy that provides guidance to staff and other users of Agency IT resources. This policy, along with other Agency policies, are reviewed and analyzed periodically to ensure the policy aligns with legal requirements, as well as industry best practices and Agency standards.

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE IT POLICY

WHEREAS, the Fresno Housing Authority (the "Agency") provides Information Technology ("IT") resources to Agency employees and affiliates;

WHEREAS, users are responsible for utilizing IT resources in an effective, efficient, and ethical manner; and

WHEREAS, the Agency is proposing an update to the Information Technology Policy to provide guidelines to help promote the responsible and appropriate use of Agency technology resources;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the City of Fresno does hereby adopt and incorporate the proposed policy.

PASSED AND ADOPTED THIS XX DAY OF XXXXX, 20XX. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION APPROVING THE IT POLICY

WHEREAS, the Fresno Housing Authority (the "Agency") provides Information Technology ("IT") resources to Agency employees and affiliates;

WHEREAS, users are responsible for utilizing IT resources in an effective, efficient, and ethical manner; and

WHEREAS, the Agency is proposing an update to the Information Technology Policy to provide guidelines to help promote the responsible and appropriate use of Agency technology resources;

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno does hereby adopt and incorporate the proposed policy.

PASSED AND ADOPTED THIS XX DAY OF XXXXX, 20XX. 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

Information Technology Policy

Introduction

The Fresno Housing Authority (“the Agency”) provides Information Technology (“IT”) resources to all Agency employees. Agency staff is responsible for using such IT resources in an effective, efficient, and ethical manner. While IT tools are important assets to the Agency when used appropriately, misuse of these resources can put both employees and the Agency at risk. Therefore, it is important that each employee reads and understands this policy.

All employees and covered entities (see “Covered Entities” below) are required to comply with this Policy. Violations of the Information Technology Policy will be reviewed for appropriate action, subject to the provisions of any applicable collective bargaining agreement, which may include termination of access to the Agency’s network, termination of vendor accounts and/or contracts, blocking of offending activity, or any other reasonable, appropriate actions. The Agency does and will cooperate with all judicial and law enforcement organizations, as required.

Covered Entities

This policy applies to all representatives of the Agency with access to Agency IT resources, including;

- all subsidiaries and partnerships that require the use of Agency IT resources
- all customers, clients, employees, board members, advisors, and agents of the Agency
- all authorized third parties that require the use of and are granted access to the Agency network
- all third party operators of Information System Environments (IS Environments)

Purpose

The purpose of this policy is to provide Agency guidelines to help promote the responsible and appropriate use of Agency IT resources. Every employee has the responsibility of using IT resources in an ethical and responsible manner.

Definitions

Authorized User - One that is allowed to use the Agency IT Resources.

Communication Devices - Terminals used to send voice, video or text. (I.e. Mobile devices, desk phones,

FAX, etc.)

Confidential Information - The following are some examples of information which may be considered confidential under federal and state law (this list is by no means inclusive): information from an employee personnel or medical file or subject to the attorney-client privilege (resident, vendor) file.

Desktop Computer - A personal computer (PC) in a form intended for regular use at a single location, as opposed to a mobile laptop or portable computer.

Domain Name - A domain name is the way to identify and locate an address on the Internet. The domain name is used to send e-mail, locate website, etc.

Network Share - A location on the Agency network where official Agency business files are saved and stored.

Electronic Mail - E-mail; a means of sending and receiving messages.

Intranet - The Agency's internal website with departmental links for employees' use.

Malware - Harmful executable programs such as viruses, worms, trojans or spyware that are installed on computers without the operator's knowledge.

Personal Identifiable Information - Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, date, place of birth, mother's maiden name, etc. alone, or when combined with other personal or identifying information which may be linked or linkable to a specific individual.

Server - A computer that provides services to other computers (and their users) on a network.

Streaming - Downloading compressed, bandwidth-intensive real-time audio and/or video from the Internet to a computer.

Zip file - A Zip file contains one or more files that have been compressed to reduce file size, or stored as-is.

Laptop - PC (personal computer) intended for mobile use.

Mobile Device - Tablet computer or smart phone.

Password - User authorization code used for accessing Agency electronic devices. Also includes passcodes used for mobile devices.

Credentials - User name and password

Downloading – To copy (data) from one computer system to another, typically over the Internet.

Abbreviations

IT – Information Technology tools/systems/resources

IT Staff – Fresno Housing Information Systems and Technology department staff

PII – Personal Identifiable Information

Ownership of Systems and Data

Agency's computers, voice mail and electronic mail systems and all data stored on any of them, are and remain at all times the property of the Agency. As such, all messages, materials, software and information created, transmitted, downloaded, received or stored on Agency computers or other electronic or telephone systems are the property of the Agency. The Agency reserves the right to monitor, retrieve and read any data composed, sent or received, including, but not limited to, any message or file on its computer or electronic or voice mail systems.

Privacy

Employees, and all covered entities, should not have any expectation of privacy with respect to any use, professional or personal, of the Agency's electronic communications systems. Examples include (list is by no means inclusive): Sending e-mail on a personal mobile device while connected to any Agency-operated network, including Agency Wi-Fi; sending an e-mail from your personal email account on an agency computer.

The Agency reserves the right to access information transmitted or stored on Agency electronic communications systems without prior notice to employees. This also includes Agency communications (e-mail) sent from an employee's personal computer. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

Employees should not have any expectation of privacy with respect to any use, professional or personal, of the Agency's electronic communications systems. E-mail messages are automatically stored on the Agency's network computer system and even if a message is deleted, a copy of it may exist on a backup. No employee may access or attempt to access e-mail of any other user without the required electronic access approval.

Confidentiality

All technology systems and users within The Agency must assure the highest degree of confidentiality with respect to information stored in databases utilized by the system. There shall be no exchange or

divulgence of participant information to unauthorized individuals or partner entities unless such is specifically required by law. In all cases, information regarding or residing in the IT system will only be available to others on a pre-authorized basis. Employees must exercise a much greater degree of caution in transmitting confidential information by e-mail and/or internet/intranet, because of the reduced effort that is required to redistribute such information. Confidential information must never be transmitted to anyone who is not authorized to know or receive such information.

Security Monitoring

The purpose of security monitoring is to ensure that IT security controls are in place, are effective, are not being bypassed, and are aligned with documentation of IT Policy. One of the benefits of security monitoring is the early identification of security vulnerabilities. Security monitoring is ongoing for trend analysis and usage statistics.

The Fresno Housing Information Systems Technology department (IT Staff) will randomly monitor general e-mail, fax use, location information, phone use, web activity, and other equipment use to ensure that Agency equipment is being used primarily for legitimate business purposes.

The purpose of security monitoring is to ensure that IT security controls are in place, are effective, and are not being bypassed. One of the benefits of security monitoring is the early identification of wrongdoing or new security vulnerabilities. Security monitoring is ongoing for trend analysis.

Investigating employee access to Agency IT resources (i.e., e-mail, instant messaging, Internet or employee generated data files, network shares) must be approved by the immediate supervisor or department director. If evidence of abuse is identified, notice must be provided to Agency management.

All Agency computers have anti-virus software that runs in memory and continuously monitors incoming and outgoing files and e-mail attachments.

The Agency has the right to administer any and all aspects of IT security and use including, but not limited to: monitoring sites and network shares accessed by employees; software generated audit logs, or downloaded files. Downloading, for the purposes of these policies, consists of the transfer of computer files from a resource on the Internet to any computer or network resource in the Agency network.

Customer Service Monitoring

The Agency has the right to monitor call activity, such as receptionists and staff handling resident calls for the purposes of monitoring customer service quality and identifying training needs. Approval is needed to state the purpose of the need and the length of time monitoring will be performed.

Personal Use

Personal use of Agency IT resources is permitted on a very limited basis, for instance during break or lunch periods or in emergency situations. Personal use may not interfere with the productivity of the employee or his/her co-workers. Personal use may not involve any prohibited activity described in this policy or any other Agency policy and may not disrupt or delay the performance of Agency business, consume Agency resources or otherwise deplete system resources available for business purposes.

If the personal use of the Agency electronic communications systems results in a cost to Agency, the cost must be reimbursed by the employee.

The Agency reserves the right to delete any work-related or personal electronic communication or other information on Agency IT systems in order to maintain the effective and efficient operation of the Agency system. The Agency will make every reasonable effort to notify an employee ahead of time of the content being deleted and the reason for the deletion, however there are times where deletion may occur without prior notification to the employee.

Agency Issued Devices

The Agency may provide employees mobile devices. In order to maintain a separation between non-Agency related and Agency related information, such that if an Agency device were lost, stolen or hacked into, an employee's personal information would not be at risk. There are safeguards in place to recover Agency information but not personal information.

Employees are expected to use agency issued devices in an ethical and responsible manner. Misuse of agency issued devices is a violation of this policy and may result in the revocation of the device and possible disciplinary action. The Agency reserves the right to seek reimbursement for misuse of Agency issued devices.

Employees are not authorized to change any security device settings or configuration without authority from the IT department, as they may affect the security of the device, or stop it functioning with the supplied service

Thoughtful Usage

Carefully read Agency's policies including any discrimination & harassment policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

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Browsing to pornographic, illegal or unprofessional sites that are beyond the scope of your job definition is prohibited and may subject you to disciplinary action up to and including termination.

Software Standards

In order to ensure that all Agency equipment is being used principally for work-related purposes, IT Staff will randomly audit the software usage. To ensure compatibility and compliance, all software is installed by Agency IT staff unless written authorization is received from the Agency management.

Pirated and Illegal Software

Software piracy is the unauthorized copying or distribution of copyrighted software. This can be done by copying, downloading, sharing, selling, or installing multiple copies onto a computer. Every software license that is purchased specifies how many times the software under the license can be installed. Every user installing software must read the instructions and must never exceed the number of copies permitted under the license.

The Agency follows federal, state, and local laws; therefore, anyone who fails to follow the licensing rights and exceeds the number of permitted number of installations of the software, is in direct violation of copyright laws and Agency policy.

Hardware Standards

In order to ensure that all Agency equipment is being used principally for work-related purposes, IT Staff will randomly audit the hardware usage. All Agency hardware purchases must be approved by Agency IT staff unless written authorization is received from the Agency management.

Storage Devices

Storage devices include any device used for storing files and/or data, e.g., CDs, DVDs, thumb drives, flash media, and mp3 players. Use of any removable storage media requires prior written approval from Agency management. All data stored on removable media should be encrypted and protected with a password, to prevent the release of personally identifiable or confidential information. It is imperative to report the loss or theft of removable storage devices to Agency management immediately after discovery of the loss or theft.

Security Access Devices

Some buildings, systems, and networks employ a physical security device for access, e.g., ID badges.

It is essential to report the loss or theft of such devices immediately to HR Staff.

E-Mail and Instant Messaging

The purpose of this section in the policy is to ensure that the Agency's electronic mail and instant messaging systems are secured and to provide for the integrity and availability of these systems.

PII (Personal Identifiable Information) shall not be emailed outside the confines of the Agency network(s). This prohibition also applies to the forwarding of Agency files, data, PII, etc. to personal e-mail accounts.

If an employee is receiving unwanted and unsolicited e-mails, the employee shall report this activity to the IT Staff to be addressed as soon as possible. Agency will investigate each incident as necessary.

Message Storage and Disposition

The e-mail system is not designed for long-term retention of messages. E-mail retention must comply with legal requirements, but must be minimized to conserve IT resources and prevent risk or unauthorized disclosure.

If an e-mail message is an official record/documentation, it should be stored electronically on the appropriate network share. Files saved to the local hard drive of a computer are not considered secure. All messages, including the encryption of e-mail (which may be appropriate or required in some instances to secure the contents of the message) should be deleted as soon as possible.

Instant Message Use

Access to instant messaging capabilities will be permitted only upon showing a justifiable business need to the employee's immediate supervisor or department director and may be wholly or partially restricted without prior notice or consent of the user. Only Agency-approved instant messaging networks and software may be used on Agency equipment.

Transmission of Confidential Information

Electronic communications systems are not to be used to copy, send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Hacking

Using the network to force unauthorized entry into other IT network devices or resources is prohibited by the law and Agency policy. Unauthorized users shall not attempt to enter any server, workstation or computer with (or without) Internet access. Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. 2510.

Unauthorized Use of Personal Identifiable Information (P.I.I.)

Downloading, copying, e-mailing, transmitting, etc., Agency-owned data, material, information, or software in violation of any local, state, or federal law or Agency policy is prohibited.

Spamming

Agency has a no tolerance spam policy. Spamming is the abuse of electronic messaging system (including most broadcast media, digital delivery systems) to send unsolicited bulk messages indiscriminately. Employees must use Agency electronic communication means for business purposes only.

Unauthorized Connection of Personal Devices to Agency Network

Plugging in, or attaching personal electronic devices to the Agency network is prohibited without prior authorization from Agency management. This includes charging cell phone or personal mobile devices by plugging them into Agency PC's/Laptops.

Unauthorized Downloads

Downloading games, non-authorized programs, music, and video, or playing games using unauthorized programs on Agency devices is prohibited.

Unauthorized IT Equipment Removal

Moving, altering, or replacing IT equipment without authorization from the immediate supervisor or department director is prohibited.

Streaming Media

Generally, streaming of media is prohibited from Agency computers and/or mobile devices located in the offices. Under very limited circumstances, a request to stream media from an employee's office computer or laptop may be approved by Agency management. Occasional streaming will be permitted on a case-by-case basis, whenever the content of the media is Agency business related and the video is not offered to the group in one of the Agency's conference rooms.

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Remote Access to Agency Network

Remote access is available in order to provide business continuity when outside of the office. When connecting remotely, the computer equipment is an extension of the network; therefore, it is subject to the same regulations that apply to equipment at Agency offices. Authorized users of the Agency must use equipment issued by Agency. Remote access and use of non-Agency equipment is only allowed with approval from Agency Management.

Authorized users who choose to telecommute using remote network access are responsible for selecting and subscribing to an Internet Service Provider (ISP).

Passwords

In order to provide the highest level of security, a strong password must be used by all employees. This also includes protecting those passwords and establishing the required frequency of changing passwords.

Frequency of password change, complexity and additional requirements will will comply with the NIST SP 800-63 Electronic Digital Authentication Guideline Digital Identity Guidelines. The guidelines define requirements to satisfy 4 "Levels of Assurance" (defined by OMB).

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Password Use and Protection

Passwords are used for various purposes at Agency. Some of the more common uses include: user level accounts, web and e-mail accounts, screensaver protection, and voicemail. All employees who are granted access to Agency computer system will be responsible for protecting the confidentiality of their passwords. All passwords are to be treated as sensitive, confidential information. Do not reveal a password on questionnaires or security forms. All user-level and system-level passwords must conform to the guidelines described below. Sharing passwords is prohibited. Passwords must not be revealed via telephone, e-mail message or any other form of electronic communications.

Frequency of Changing Password

All user level passwords must be changed at least every 60 days, and may not be repeated if the password has been used in the previous 6 password changes. Passwords will be changed when it is determined that the password has been compromised, upon special request by the user, or when a high level user leaves the Agency. It is the responsibility of the user to report any suspicious activity that could

mean that their password has been compromised.

Remembering Password Feature

If an employee chooses to use the “remember password” feature provided with some programs, the employee accepts responsibility for the use of his/her password by anyone who uses his/her computer. It is strongly recommended that authorized users not use the remember passwords feature of applications.

Storing/Protecting Passwords

Do not write passwords down and store them anywhere in your office. Do not store passwords without encryption in a file on any computer system, including Agency-owned Mobile Devices. The use of password management software is permitted with prior approval from Agency management. -If an account or password is suspended or has being been compromised, the user is responsible for reporting the incident must be reported to IT Staff as soon as possible and all passwords must be changed.

Do not use the same password for Agency and non-Agency access.

Do not share your Agency passwords with anyone under any circumstances, including management, administrative assistants, co-workers and family members.

Computer Room

Access to the Computer Room shall be limited to:

- Authorized IS/IT personnel
- Facilities staff
- Designated contractors
- Individuals authorized by the Executive Director
- Others admitted by these authorized staff members to service or repair hardware or software or building systems

No other employees can enter the computer room. Only the Executive Director, or individuals authorized in writing by the Executive Director, may have access to the computer room.

Mobile Devices

The Agency may provide mobile devices to employees in key positions who have a legitimate business need. It is the expectation of the Agency that all employees using such devices will do so responsibly and ethically. Employees must adhere to all federal, state or local rules and regulations regarding the use of

cell phones. Accordingly, employees must not use cell phones while driving if law, regulation or other ordinance prohibits it.

The term “mobile device” includes, but is not restricted to, tablets, smartphones, and mobile phones.

All Agency supplied mobile devices and their contents are the property of the Agency and are subject to regular audit and monitoring. Only devices which have been built to Agency published standards and/or from approved suppliers, may be attached to the Agency data network either directly or through an Agency computer or laptop.

Employees are not authorized to change any security device settings or configuration without authority from the IT department, as they may affect the security of the device, or stop it functioning with the supplied service.

In certain business situations there may be a need to connect non-Agency owned devices to the Agency network. Such devices may be connected with prior approval from Agency management.

Because such devices contain Agency data, appropriate action must be taken to protect the device from being lost or stolen. All mobile media devices (including camera phones) must employ a PIN or alphanumeric security code and remain locked while not in use.

Bluetooth Enabled Device Rules:

- Bluetooth cannot be used to communicate with a device directly connected to the Agency network (unless through an Agency owned or leased PC).
- Bluetooth must only be used for accessing passive devices – such as hands free kits
- Bluetooth connections must be accepted from other devices with care. Ensure the recipient is known, and agree connection security criteria in advance.

Responsibility

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

Employees are responsible for notifying a member of Agency management immediately when they believe that this policy has been violated whether it is on their system or any IT resource. Early detection is critical in minimizing damage. In addition, it is essential to report the loss or theft of such devices immediately to Agency management.

References

Fenton, Jim. *Toward Better Password Requirements*. Las Vegas: 2016. Web.

Grassi, Paul A. *NIST Special Publication 800-63B - Digital Identity Guidelines*. Los Altos: 2017. Web (<https://pages.nist.gov/800-63-3/sp800-63b.html>).

Appendix A Acknowledgement of Receipt and Understanding of Policy

Information Technology Policy

I, _____ the undersigned, under penalty of perjury declare the following:
(Print Name)

That I have received a copy of the Information Technology Policy, that I have read and understand it, and that I agree to conduct myself in accordance with it.

I also understand that this acknowledgement will be kept in my personnel file, and that this acknowledgement may be disclosed to third parties.

Employee Signature

Date

BOARD MEMO

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1331 Fulton Street
Fresno, California 93721
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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 7d

AUTHOR: Dave Brenner

SUBJECT: HUD Grant Opportunity – Lead-Based Paint Abatement

Executive Summary

In January 2018, the U.S. Department of Housing and Urban Development (HUD) released a notice of availability of funding (NOFA) for the Lead-Based Paint Capital Fund Grant Program. Lead-based paint abatement is a priority for current HUD Secretary Ben Carson. The Capital Fund Program offers successful applicants up to \$1,000,000 for the abatement of materials containing lead-based paint in Low-Income Public Housing (LIPH) units.

During the 1990s and 2000s the Housing Authority made extensive efforts to abate and encapsulate lead-based paint. The majority of the portfolio tests free for any trace of lead-based paint. The most recent tests indicate, however, lead traces above the federal threshold in five LIPH apartment complexes.

Staff has completed a review of previous lead-based paint reports and grant requirements. The following four properties are potential candidates for the program:

LIPH Property	City	Units
Laton Apartments	Laton, CA	20
Sequoia Courts Terrace	Fresno, CA	76
Mendoza Terrace II	Firebaugh, CA	40
San Joaquin Apartments	San Joaquin, CA	20

The grant is intended for family units with children under the age of six. Residents and their children are not currently at high risk due to the lead-based paint encapsulation processes of the 1990s and 2000s. The sixth property, Firebaugh Elderly, serves an elderly population and is therefore not eligible for the grant.

Staff is requesting approval to submit an application(s) in response to the NOFA in the amount of up to \$1,000,000.

Recommendation

It is recommended that the Boards adopt the attached resolutions approving the necessary actions:

1. Authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to submit grant applications for the U.S. Department of Housing and Urban Development' Lead-Based Paint Capital Fund Program.

Fiscal Impact

The grant does not have a match requirement. The only anticipated fiscal impact will be staff time.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S LEAD-
BASED PAINT CAPITAL FUND PROGRAM, AND OTHER MATTERS RELATED
THERE TO

WHEREAS, the Housing Authority of City of Fresno, California ("the Authority") seeks to improve the safety and quality of housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the United States Department of Housing and Urban Development has released a notice of availability of funds for its Lead-Based Paint Capital Fund Grant Program (the "Program"); and,

WHEREAS, the Program allows applicants to request up to \$1,000,000 for lead abatement at one or more Low-Income Public Housing ("LIPH") property(s); and,

WHEREAS, the Authority has evaluated lead hazards within its LIPH portfolio and determined several qualifying projects; and,

WHEREAS, the Authority desires to submit one or more applications to the Lead-Based Paint Capital Fund Program before the March 20, 2018 due date; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of City of Fresno, California hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to approve submission of an application to the Lead-Based Paint Capital Fund Program.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S LEAD-
BASED PAINT CAPITAL FUND PROGRAM, AND OTHER MATTERS RELATED
THERETO**

WHEREAS, the Housing Authority of Fresno County, CA ("the Authority") seeks to improve the safety and quality of housing for low and moderate income households residing in the County of Fresno, California; and,

WHEREAS, the United States Department of Housing and Urban Development has released a notice of availability of funds for its Lead-Based Paint Capital Fund Program (the "Program"); and,

WHEREAS, the Program allows applicants to request up to \$1,000,000 for lead abatement at one or more Low-Income Public Housing ("LIPH") property(s); and,

WHEREAS, the Authority has evaluated lead hazards within its LIPH portfolio and determined several qualifying projects; and,

WHEREAS, the Authority desires to submit one or more applications to the Lead-Based Paint Capital Fund Program before the March 20, 2018 due date; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, CA hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to approve submission of an application to the Lead-Based Paint Capital Fund Program.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. 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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1331 Fulton Mall

Fresno, California 93721

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 7e

AUTHOR: Angie Nguyen

SUBJECT: Approval to submit an application for City of Fresno HOME
Tenant Based Rental Assistance (HOME TBRA) program

Executive Summary

Fresno Housing intends to submit an application to the City of Fresno to continue administration of Tenant Based Rental Assistance program (TBRA) funded City of Fresno HOME funds. The purpose of the HOME TBRA program is provision of rental subsidy to very low and extremely low income persons experiencing homelessness. The program is intended to assist approximately forty (40) individuals and/or families for a period of twelve (12) to twenty-four (24) months of rental subsidy in housing that is decent and safe, with strategies to gain self-sufficiency and prevent return to homelessness. Funding for this program is at \$667,000 and is to run twenty-four (24) months – July 1, 2018 – June 30, 2020.

In administering this project, it is the intent of FH to utilize its expertise in administering rental assistance programs particularly acquiescent to the needs of homeless individuals and/or families.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authorities of the City and County of Fresno adopt the attached resolution authorizing: (a) the submission of application to the City of Fresno for administration of the City of Fresno HOME TBRA, (b) negotiation and execution, by the Executive Director or his designee, of any resulting contract(s), and associated amendments; (c) to incorporate the new funding into the HACCF approved Fiscal Year 2018 budget when agreement is executed; and (d) to hire related personnel to administer the program(s) in accordance with the funding requirements.

Fiscal Impact

This grant is a pass through from the U.S. Department of Housing and Urban Development (HUD) to the City of Fresno. Funding from HUD has decreased from \$732,600 in the prior year to \$667,000. Due to the anticipated funding reduction, operational adjustments will be made, if necessary, with the least impact to residents served. This grant has not required match funding; the City of Fresno traditionally receives a waiver from HUD due to Census Bureau data documenting extreme poverty levels in Fresno.

Background

Fresno Housing has continued success in administering HOME TBRA dollars supporting the community efforts around homelessness since the initial allocation of \$1 million in 2014. Fresno Housing was selected to be the partner to administer the TBRA program because of our success and experience in projects such as H Street De-Encampment Pilot Program, Fresno First Steps Home de-encampment and successful administration of HUD Continuum of Care permanent supportive housing programs. To date the program has services 155 households, which included 275 individuals

With this TBRA contract, FH is expected to assist approximately forty (40) individuals/families with rental assistance; particularly those who are deemed moderately vulnerable by the community assessment tool – Vulnerability Index Services Prioritization Decision Assistance Tool (VI-SPDAT). This program is important because it provides gap funding for housing as the community focuses other resources on the most vulnerable homeless population.

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITIES OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING SUBMISSION TO CITY OF FRESNO TO RENEW
ADMINISTRATION OF HOME TENANT BASED RENTAL ASSISTANCE (HOME TBRA)
PROGRAM FUNDING**

WHEREAS, the Housing Authority of the City of Fresno intends to submit a grant for funding to continue administration of the City of Fresno HOME Tenant Based Rental Assistance (HOME TBRA) program; and,

WHEREAS, said program is intended to serve approximately forty (40) low and very low and extremely low income individuals/families experiencing homelessness with limited time rental assistance; and,

WHEREAS, program funding is for \$667,000 for a twenty-four (24) month period; July 1, 2018 – June 30, 2020.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, do hereby authorize the Executive Director or his designee, to proceed with negotiation and execute all ancillary documents in connection therewith for grant submission and an agreement with the City of Fresno for to renew administration of the HOME Tenant Based Rental Assistance (HOME TBRA) program.

PASSED AND ADOPTED THIS 27th DAY OF February, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

**RESOLUTION AUTHORIZING SUBMISSION TO CITY OF FRESNO TO RENEW
ADMINISTRATION OF HOME TENANT BASED RENTAL ASSISTANCE (HOME TBRA)
PROGRAM FUNDING**

WHEREAS, the Housing Authority of Fresno County intends to submit a grant for funding to continue administration of the City of Fresno HOME Tenant Based Rental Assistance (HOME TBRA) program; and,

WHEREAS, said program is intended to serve approximately forty (40) low and very low and extremely low income individuals/families experiencing homelessness with limited time rental assistance; and,

WHEREAS, program funding is for \$667,000 for a twenty-four (24) month period, July 1, 2018 – June 30, 2020.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno, do hereby authorize the Executive Director or his designee, to proceed with negotiation and execute all ancillary documents in connection therewith for grant submission and an agreement with the City of Fresno to renew administration of the HOME Tenant Based Rental Assistance (HOME TBRA) program.

PASSED AND ADOPTED THIS 27th DAY OF February, 2018. 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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Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince



CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 8a

AUTHOR: Emily De La Guerra

SUBJECT: Resident Services Presentation – Digital Literacy

Executive Summary

Staff will be presenting an update to the Boards of Commissioners on the Agency's efforts to improve digital literacy and internet access for families throughout Fresno County. As a mentor community for HUD's ConnectHome initiative, the Agency has been instrumental in narrowing the digital divide through partnerships with the Fresno County Public Library, Bitwise Industries, Geekwise, 59daysofCode, Fresno State, KANO Computers and GitHub. Staff will be presenting an overview of these partnerships and the programs that were created, as well as the outcomes and accomplishments of the various initiatives.

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TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince

CEO



DATE: February 21, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 8b

AUTHOR: Emily De La Guerra

SUBJECT: Introduction to the 2017 Annual Audit

Executive Summary

Staff will be presenting an overview of the 2017 annual financial audit and Single Audit process. 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. Staff will be reviewing the responsibilities of the auditors and staff, the proposed timeline, the audit procedures, and the estimated date of completion.

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 8c

AUTHOR: Aurora Ibarra

SUBJECT: 2017 Informational Update on Leasing and Housing Assistance Payments (HAP) for the Housing Choice Voucher (HCV) Program

Executive Summary

Staff will present an update to the Boards of Commissioners on 2017 Housing Assistance Payments and Voucher Utilization.

In the Housing Choice Voucher (HCV) program, leasing activity in the preceding year serves as the basis for HAP funding in the following year. The 2017 utilization rates in both City and County HCV programs ended the 2017 Calendar Year (CY) in a position to earn our agency maximum points in key indicators for the program.

PHAs have two main funding sources to support voucher leasing:

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

HAP revenue for both City and County programs includes funds transferred through HAP reserves (24 CFR 982.154).

City HCV

HAP expenditures for the year totaled \$42.55 million. PHA-held reserve balances ended the CY at \$1.58 million, while HUD-held reserves ended the CY at \$2.86 million, resulting in a total HAP reserve balance of \$4.44 million. HAP utilization for CY 2017 was 102.56%. Voucher utilization for CY 2017 was 96.81%. Under the lease-up indicator of the Section Eight Management Assessment Program (SEMAP), a minimum of 98% in either HAP or voucher utilization rates will result in the full 20 points, as is the case for the City's HCV program.

County HCV

HAP expenditures for the year totaled \$33.66 million. PHA-held reserve balances ended the CY at \$411 thousand, while HUD-held reserves ended the CY at \$2.15 million, resulting in a total HAP reserve balance of \$2.56 million. HAP utilization for CY 2017 was 103.12%. Voucher utilization for CY 2017 was 97.03%. Under the lease-up indicator of the Section Eight Management Assessment Program (SEMAP), a minimum of 98% in either HAP or voucher utilization rates will result in the full 20 points, as is the case for the County's HCV program.

Leasing Strategies

While the Agency will meet the SEMAP requirements for leasing, overall voucher utilization in both the City and County is below the Agency's target level. Staff is working to increase leasing rates so that we can continue to serve more families, all while monitoring HAP utilization and per unit cost (PUC) to ensure there is no overutilization of HAP.

Staff has spent the past several months analyzing leasing rates and trends in the HCV program. Some of the findings include an increasingly tight rental market, higher rents across the City and County, a reduction in the response rate of applicants drawn from the waitlist stemming from the transition to Yardi, and some technical challenges with the waitlist, among others. The Housing Choice Department enlisted several strategies to increase leasing in the last quarter of 2017 and will continue to evaluate the effectiveness of these strategies. The department evaluated its Payment Standards when the new Fair Market Rents were published in September. Payment Standards were increased effective October 2nd and were immediately applied to new applicants and participants locating new housing units. The department also conducted a pre-inspection pilot project in October and November. Seventy-three pre-inspections were conducted during that time; 38 pre-inspections resulted in a HAP contract (52%). Staff also called applicants and participant movers who were searching for housing to offer voucher extensions for eligible families and provided them with updated listings of available units. Staff will continue to analyze issues and trends and adjust leasing strategies where appropriate.

Recommendation

This is informational only. No action is necessary.

Agency: City HAP Analysis													
Year: 2017													
Enter Data into Green fields	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
HAP													
HAP Budget Authority (97%)	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$3,457,264	\$41,487,170
HAP Revenue	\$3,726,652	\$3,449,952	\$3,731,785	\$3,731,785	\$3,731,785	\$3,731,785	\$3,754,053	\$3,748,771	\$3,748,771	\$3,748,771	\$3,748,771	\$3,748,771	\$44,601,652
HAP Expenses	\$3,626,303	\$3,709,838	\$3,676,829	\$3,599,902	\$3,600,737	\$3,590,181	\$3,570,631	\$3,459,455	\$3,387,958	\$3,390,032	\$3,358,488	\$3,580,387	\$42,550,741
Net HAP (Variance)	\$169,039	\$252,574	\$219,565	\$142,638	\$143,473	\$132,917	\$113,367	\$2,191	-\$69,306	-\$67,232	-\$98,776	\$123,123	\$1,063,571
Percent Variance (of BA)	104.89%	107.31%	106.35%	104.13%	104.15%	103.84%	103.28%	100.06%	98.00%	98.06%	97.14%	103.56%	102.56%
PHA-Held Reserve Balance	\$ -	\$ -	\$ -	\$ 36,468	\$ 174,632	\$ 316,236	\$ 487,394	\$ 776,710	\$ 1,172,432	\$ 1,503,588	\$ 1,510,756	\$ 1,576,673	\$1,576,673
HUD-Held Reserve Balance	\$ 5,076,773	\$ 4,747,741	\$ 4,256,075	\$ 3,764,410	\$ 3,272,744	\$ 2,781,079	\$ 2,918,577	\$ 3,061,357	\$ 3,204,136	\$ 2,912,628	\$ 3,044,083	\$ 2,859,302	\$2,859,302
Total HAP Reserve Balance	\$5,076,773	\$4,747,741	\$4,256,075	\$3,800,878	\$3,447,376	\$3,097,315	\$3,405,971	\$3,838,067	\$4,376,568	\$4,416,216	\$4,554,839	\$4,435,975	\$4,435,975
PUC													
Actual HAP PUC	\$506	\$517	\$523	\$514	\$520	\$523	\$524	\$514	\$507	\$509	\$503	\$533	\$516
UNITS - Regular Vouchers													
HUD Baseline Units	6785	6785	6785	6785	6785	6785	6785	6785	6785	6785	6785	6785	81,420
Actual Leased (inc port outs)	6869	6884	6740	6714	6632	6572	6510	6428	6374	6340	6357	6403	78,823
Variance to baseline	84	99	-45	-71	-153	-213	-275	-357	-411	-445	-428	-382	-2597
YTD Variance to baseline	84	183	138	67	-86	-299	-574	-931	-1342	-1787	-2215	-2597	-2597
Monthly Utilization	101.24%	101.46%	99.34%	98.95%	97.75%	96.86%	95.95%	94.74%	93.94%	93.44%	93.69%	94.37%	96.81%
UNITS - VASH Vouchers													
HUD Baseline Units	371	371	371	371	371	371	371	371	371	371	371	371	4,452
Actual Leased	294	294	292	296	297	297	305	309	313	317	316	317	3,647
Variance to baseline	-77	-77	-79	-75	-74	-74	-66	-62	-58	-54	-55	-54	-805
YTD Variance to baseline	-77	-154	-233	-308	-382	-456	-522	-584	-642	-696	-751	-805	-805
Monthly Utilization	79.25%	79.25%	78.71%	79.78%	80.05%	80.05%	82.21%	83.29%	84.37%	85.44%	85.18%	85.44%	81.92%
Total (Reg+VASH) Leased	7163	7178	7032	7010	6929	6869	6815	6737	6687	6657	6673	6720	82470

Agency: County HAP Analysis						Year: 2017							
	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
HAP													
HAP Budget Authority (97%)	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$2,720,297	\$32,643,561
HAP Revenue	\$2,649,445	\$2,649,445	\$2,790,148	\$2,790,148	\$2,790,148	\$2,790,148	\$2,635,157	\$2,897,562	\$2,897,562	\$2,897,562	\$2,694,619	\$2,863,587	\$33,345,531
HAP Expenses	\$2,689,401	\$2,810,818	\$2,881,088	\$2,847,970	\$2,821,991	\$2,911,487	\$2,797,625	\$2,790,667	\$2,802,293	\$2,804,407	\$2,704,566	\$2,798,872	\$33,661,185
Net HAP (Variance)	-\$30,896	\$90,521	\$160,791	\$127,673	\$101,694	\$191,190	\$77,328	\$70,370	\$81,996	\$84,110	-\$15,731	\$78,575	\$1,017,624
Percent Variance (of BA)	98.86%	103.33%	105.91%	104.69%	103.74%	107.03%	102.84%	102.59%	103.01%	103.09%	99.42%	102.89%	103.12%
PHA-Held Reserve Balance	\$ 625,449	\$ 464,076	\$ 373,136	\$ 320,759	\$ 290,577	\$ 169,238	\$ 6,770	\$ 113,665	\$ 262,976	\$ 356,131	\$ 346,184	\$ 411,169	\$411,169
HUD-Held Reserve Balance	\$ 2,804,485	\$ 2,760,202	\$ 2,575,216	\$ 2,390,230	\$ 2,205,244	\$ 2,020,258	\$ 2,335,668	\$ 2,388,673	\$ 2,441,677	\$ 2,264,412	\$ 2,290,090	\$ 2,146,530	\$2,146,530
Total HAP Reserve Balance	\$3,429,934	\$3,224,278	\$2,948,352	\$2,710,989	\$2,495,821	\$2,189,496	\$2,342,438	\$2,502,338	\$2,704,653	\$2,620,543	\$2,636,274	\$2,557,699	\$2,557,699
PUC													
Actual HAP PUC (Exp/Leased)	\$499	\$517	\$517	\$512	\$508	\$526	\$507	\$508	\$512	\$517	\$498	\$515	\$511
UNITS													
HUD Baseline Units	5652	5652	5652	5652	5652	5652	5652	5652	5652	5652	5652	5652	67,824
Actual Leased (inc port outs)	5391	5437	5573	5562	5550	5533	5514	5492	5468	5428	5432	5432	65,812
Variance to baseline	-261	-215	-79	-90	-102	-119	-138	-160	-184	-224	-220	-220	-2012
YTD Variance to baseline	-261	-476	-555	-645	-747	-866	-1004	-1164	-1348	-1572	-1792	-2012	-2012
Monthly Utilization	95.38%	96.20%	98.60%	98.41%	98.20%	97.89%	97.56%	97.17%	96.74%	96.04%	96.11%	96.11%	97.03%

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 8d

AUTHOR: Christina Husbands

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of current real estate activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

O (559) 443-8400
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1331 Fulton Street
Fresno, California 93721
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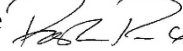
www.fresnohousing.org

TO: Board of Commissioners

DATE: February 22, 2018

Fresno Housing Authority

BOARD MEETING: February 27, 2018

FROM: Preston Prince 
CEO/Executive Director

AGENDA ITEM: 9a

AUTHOR: Brandon Gonzalez

SUBJECT: Oak Grove – Closing Omnibus Development & Financing
Resolution

Executive Summary

On October 22, 2014, the Board authorized the submission of a Rental Assistance Demonstration (RAD) portfolio application to the Department of Housing and Urban Development (HUD), which provides the Fresno Housing Authority (FH) with the option to convert Low-Income Public Housing (LIPH) sites to Project-Based Rental Assistance (PBRA) in conjunction with redevelopment of the sites.

The FH received RAD Portfolio Awards for the City and County of Fresno from HUD on May 15, 2015. As part of the Agency's efforts to convert outdated LIPH units utilizing RAD, the Board approved a project specific RAD application for the Oak Grove development on January 26, 2016.

The Oak Grove development is proposed as a 56-unit low-income multifamily residential project (the "Project"), to be located at 595 Bigger Street, Parlier, CA 93648, that will redevelop 50 outdated LIPH units in Parlier, CA, that were originally constructed in the 1960's and lack modern amenities. On or about March 15th, 2018, Parlier Oak Grove, LP, a California limited partnership (the "Partnership") will close on the financing and start construction for the Project.

The Housing Authority of Fresno County, California (the "Authority"), is the sole member of Parlier Oak Grove AGP, LLC, a California limited liability company, the administrative general partner (the "Administrative General Partner") of the Partnership. Silvercrest, Inc., an instrumentality of the Authority, is the managing general partner of the Partnership (see Exhibit A).

Approval to develop the Project requires that the Board of Commissioners of the Housing Authority of Fresno County, California adopt a resolution authorizing the following actions:

1. Authorization of Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute documents on behalf of the Housing Authority of Fresno County, CA in the name of the Administrative General Partner (AGP) or the Partnership.
2. Authorize sale of a portion of Sunset Terrace II (6 units) to Silvercrest, Inc.

3. Authorize sale of a portion of Oak Grove (11 units) to Silvercrest, Inc.
4. Authorize a loan from the Housing Relinquished Fund Corporation (HRFC) to Silvercrest, Inc. for the Sunset Terrace II acquisition, in the amount of \$345,000.
5. Authorize a loan from the Housing Relinquished Fund Corporation (HRFC) to Silvercrest, Inc. for the Oak Grove acquisition, in the amount of \$660,000.
6. Authorize a Housing Authority of Fresno County, CA sales proceeds loan of \$345,000 from the Sunset Terrace II sale to the Project.
7. Authorize a Housing Authority of Fresno County, CA sales proceeds loan of \$660,000 from the Oak Grove sale to the Project.
8. Authorize a Housing Authority of Fresno County, CA Seller Financing loan in the amount of \$2,340,000.
9. Authorize a request for a Housing Relinquished Fund Corporation (HRFC) loan to the project in the amount of \$1,337,350.
10. Authorize actions for the financing, development and operation of the Project, and
11. Provide for other matters related thereto.

Staff is recommending that the Board adopt the attached resolutions, drafted by our affordable housing finance counsel, Ballard Spahr LLP, and as required by our equity and lending partners, in order to finalize the closing of the Project on or about March 15th, 2018:

A resolution authorizing the execution and delivery of documents, the admission of certain partners to Parlier Oak Grove, LP (“Partnership”), and the execution of such documents to implement project financing by the Housing Authority of Fresno County, California, on its own behalf and in the capacity as sole member of the Parlier Oak Grove AGP, LLC, the Administrative General Partner of the partnership, in connection with the financing, development and operation of the Oak Grove development, and providing for other matters related thereto.

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution, authorizing the execution and delivery of documents in the name of the Administrative General Partner and in the name of the Partnership, in connection with the financing, development and operation of the Project, authorizing the lending and the borrowing of money, and providing for other matters related thereto.

Fiscal Impact

Project financing includes a set of construction and permanent loans in addition to an equity investment. Total construction financing will be \$25,571,852 from the sources listed in Table 1.

Table 1: Construction Sources of Finance

Source	Amount	Description
Construction Loan	\$ 16,703,443	The Partnership has received a commitment for a construction loan from Wells Fargo Bank. The loan has a 22 month term at 4.89% interest rate.

Source	Amount	Description
HRFC Loan	\$ 1,337,350	This loan has a 22 month term at 2.66% interest rate
Costs Deferred until perm financing	\$ 1,678,619	These costs are not due until construction is complete, and loan converts to a permanent loan structure
Equity Contribution	\$ 1,957,340	Equity contribution at financial closing and construction start
Fresno HA Seller Loan	\$ 2,340,000	This loan has a 22 month term at 2.66% interest rate
Sales Proceeds Loan (Sunset Terrace II)	\$ 345,000	This loan has a 22 month term at 2.66% interest rate
Sales Proceeds Loan (Oak Grove)	\$ 660,000	This loan has a 22 month term at 2.66% interest rate
AHP Loan	\$ 550,000	This loan has a 22 month term and 0% interest rate
GP Contribution	\$ 100	Equity contribution from the Housing Authority Affiliate(s) at closing

Total permanent financing will be \$25,571,852, from the sources listed in Table 2.

Table 2: Permanent Sources of Finance

Source	Amount	Description
Investor Equity	\$19,573,402	Wells Fargo Bank has committed to providing equity to the project.
HRFC Loan	\$ 1,337,350	This loan has a 55-year term at 2.66% interest rate
Sales Proceeds Loan (Sunset Terrace II)	\$ 345,000	This loan has a 55-year term at 2.66% interest rate
Sales Proceeds Loan (Oak Grove)	\$ 660,000	This loan has a 55-year term at 2.66% interest rate
Fresno HA Seller Financing Loan	\$ 2,340,000	This loan has a 55 year term at 2.66% interest rate
AHP Loan	\$ 550,000	This loan has a 55 year term at 0% interest rate
Wells Fargo Perm Loan	\$ 766,000	This loan has a 15 year term at 6.03% interest rate
Equity contribution	\$ 100	Equity contribution

Background Information

Oak Grove is an existing multi-family residential development consisting of 50 affordable housing units on 7.59 acres at 595 Bigger Street in Parlier, California. The Fresno Housing Authority proposes to demolish the existing 50 units and construct 56 new multifamily units (including a manager's unit) and a community

building on approximately 5 acres of the existing property. The development would include a mix of two-to-four bedroom units and would have affordability levels ranging from 30% to 60%. Oak Grove's location presents opportunities for easy access to community amenities such as public parks, schools, medical care, and grocery shopping. All of the units will be built to include amenities that are comparable to market-rate units in the community. Unit amenities will include Energy Star appliances, dishwashers, and central heating and cooling. On-site parking and unit amenities will bring new life to the complex and tenant population. The Project applied to the California Tax Credit Allocation Committee (CTCAC) for Low-Income Housing Tax Credits (LIHTC) on March 1, 2017 and June 28, 2017, and was successfully awarded a reservation of LIHTC on September 20, 2017. The deadline to evidence that the Project has successfully closed on financing and is beginning construction is April 2, 2018.

Attachments: Exhibit A - Organizational Chart
Exhibit B – Site Plan
Exhibit C – Development Proforma
Exhibit D – Operating Budget
Exhibit E – 15 Year Projection

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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS, THE ADMISSION OF CERTAIN PARTNERS TO PARLIER OAK GROVE, LP (“PARTNERSHIP”) AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF PARLIER OAK GROVE AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE PARLIER OAK GROVE PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the Housing Authority of Fresno County, California (the “**Authority**”) has agreed to facilitate the demolition and construction of approximately 6.16 acres located at 595 Bigger Street, Parlier, California, APN Number 355-041-24-T (the “**Property**”), for the purposes of the development and construction of a 56-unit low income multifamily residential project to be generally known as “Parlier Oak Grove”, comprised of fifty-five (55) low-income housing tax credit units and one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the U.S. Department of Housing and Urban Development (“**HUD**”) has authorized the Authority’s participation in its Rental Assistance Demonstration Program (“**RAD**”) program and the conversion of certain developments from public housing to Section 8 project-based rental assistance. In accordance with the RAD program requirements, the Project will be subject to certain long-term affordability restrictions imposed by HUD which shall be superior to all other financing documents; and

WHEREAS, the Authority will sell approximately 2.50 acres of land located to the west of and adjacent to the Property also located in City of Parlier, County of Fresno, California (“**Parlier Oak Grove West**”) at fair market value as established by an independent third-party appraisal to Silvercrest, Inc. The Authority will continue to manage and operate Parlier Oak Grove West on behalf of Silvercrest, Inc.; and

WHEREAS, the Authority will sell property consisting of six multifamily units located at 629 East Springfield Avenue situated in the City of Reedley, County of Fresno, California (“**Sunset Terrace**”

II Remainder”) at fair market value as established by an independent third-party appraisal to Silvercrest, Inc. The Authority will continue to manage and operate Sunset Terrace II Remainder on behalf of Silvercrest, Inc.; and

WHEREAS, the Authority has entered into an Operating Agreement dated as of October 2, 2017, pursuant to which the Authority is the manager and sole member of Parlier Oak Grove AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the Authority filed Articles of Organization with the California Secretary of State on October 12, 2017; and

WHEREAS, the Administrative General Partner, together with Silvercrest, Inc., entered into an Agreement of Limited Partnership dated as of October 2, 2017, pursuant to which the Administrative General Partner is the “**Administrative GP**” and Silvercrest, Inc. is the “**Managing GP**” (collectively the “**General Partners**”), and Silvercrest, Inc. is the “**Limited Partner**” of Parlier Oak Grove, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on October 12, 2017; and

WHEREAS, the Administrative General Partner, Silvercrest, Inc., as managing general partner (the “**Managing General Partner**”) and withdrawing limited partner, and Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation (the “**Investor Limited Partner**”) will enter into an Amended and Restated Agreement of Limited Partnership of Parlier Oak Grove, LP; and

WHEREAS, the Authority intends to sell the Property to the Partnership, and the Partnership intends to acquire the Property and develop the Project; and

WHEREAS, the Partnership has requested the Authority make a loan in the approximate amount of \$3,345,000 funded from the following: (i) \$2,340,000 in seller financing proceeds; (ii) \$660,000 the Authority anticipates realizing from the sale of Parlier Oak Grove West; and (iii) \$345,000 the Authority anticipates realizing from the sale of Sunset Terrace II Remainder (the “**HAFC Loan**”) to finance the Project; and

WHEREAS, the Partnership will finance the cost of acquiring and rehabilitating the Project with numerous sources of funds, projected to include an estimated equity investment of \$19,573,402 from the Investor Limited Partner eligible to benefit from federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; a construction loan from Wells Fargo Bank, National Association, a national banking association (“**Wells Fargo**”) in an amount not to exceed \$17,000,000 (the “**Wells Fargo Construction Loan**”), a portion of which will convert to a permanent loan in an amount not to exceed \$850,000 (the “**Wells Fargo Permanent Loan**”); construction and permanent financing from the Housing Relinquished Fund Corporation (“**HRFC**”) in the approximate amount of \$1,337,350 (the “**HRFC Loan**”); and construction and permanent financing in an estimated amount of \$550,000 (the “**AHP Loan**”) from Wells Fargo Financial National Bank (the “**AHP Lender**”) (collectively, the “**Project Financing**”); and

WHEREAS, as a condition to making the Wells Fargo Construction Loan and committing to the make the Wells Fargo Permanent Loan to the Partnership, Wells Fargo has required that the Authority execute (i) that certain Repayment Guaranty, (ii) that certain Completion Guaranty, (iii)

that certain Hazardous Material Indemnity Agreement; and will require at conversion to a permanent loan that the Authority execute (iv) that certain Guaranty of Non-Recourse Obligations (collectively, the “**Wells Fargo Guaranty Documents**”).

WHEREAS, the Authority intends to act as a lender of the HAFC Loan, the developer and management agent of the Project, the sole member and manager of the Administrative General Partner and guarantor of certain obligations connected with the Project; and

WHEREAS, the Authority wishes to ratify and confirm all actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution and to authorize such actions subsequent to the date hereof; and

WHEREAS, the Authority is authorized to delegate to one or more of its agents and employees such powers as it deems proper;

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The CEO/Executive Director, Preston Prince, the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).
2. **General Partner Function.** The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as manager of the Administrative General Partner, to take all actions and execute all documents necessary for the Administrative General Partner to carry out its function as administrative general partner of the Partnership, including without limitation by execution of the Amended and Restated Agreement of Limited Partnership of the Partnership and any amendment thereto in furtherance of such admissions; provided further, that in such capacity, the Authority is authorized and directed to cause the Administrative General Partner to approve the admission of the Investor Limited Partner to the Partnership.
3. **Disposition of Parlier Oak Grove West.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Parlier Oak Grove West Documents” (the “**Parlier Oak Grove West Documents**”) in connection with the sale of Parlier Oak Grove West to Silvercrest, Inc. and the continued management and operation of Parlier Oak Grove West by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Parlier Oak Grove West, to sell and transfer ownership of Parlier Oak Grove West to Silvercrest, Inc. at the fair market value of \$660,000 and use the proceeds from the disposition of Parlier Oak Grove West to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Parlier Oak Grove West Documents substantially in the form on file with the

Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Parlier Oak Grove West Documents, including material changes, and such Authorized Officer's signature on the final Parlier Oak Grove West Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Parlier Oak Grove West Documents.

4. **Disposition of the Sunset Terrace II Remainder**. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Sunset Terrace II Remainder Documents" (the "**Sunset Terrace II Remainder Documents**") in connection with the sale of Sunset Terrace II Remainder to Silvercrest, Inc. and the continued management and operation of Sunset Terrace II Remainder by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Sunset Terrace II Remainder, to sell and transfer ownership of Sunset Terrace II Remainder to Silvercrest, Inc. at the fair market value of \$345,000 and use the proceeds from the disposition of Sunset Terrace II Remainder to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Sunset Terrace II Remainder Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Sunset Terrace II Remainder Documents, including material changes, and such Authorized Officer's signature on the final Sunset Terrace II Remainder Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Sunset Terrace II Remainder Documents.

5. **Approval of Partnership Documents**. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Partnership Documents" (the "**Partnership Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Partnership Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Partnership Documents, including material changes, and such Authorized Officer's signature on the final Partnership Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner or as the manager of the Administrative General Partner of the Partnership to carry out the transactions contemplated by the Partnership Documents.

6. **Approval of HUD Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “**HUD Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute and deliver the HUD Documents and all documents deemed necessary to appropriate to obtain HUD approval related to the Project, including without limitation, a use agreement in order to maintain and operate the Project in accordance with the RAD program for which the Partnership will be provided a subsidy funded with money received from HUD pursuant to a Project-Based Section 8 Housing Assistance Payments Contract; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HUD Documents, including material changes, and such Authorized Officer’s signature on the final HUD Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

7. **Approval of the Making of the HAFC Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “**HAFC Loan Documents**”) to be executed by the Partnership and the Authority to effectuate the HAFC Loan, which Loan Documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow the HAFC Loan from the Authority. The making of the HAFC Loan in the approximate amount of \$3,345,000 in lieu of receiving proceeds from the sale of the Property, and also funded by the proceeds from the sale of Parlier Oak Grove West and Sunset Terrace II Remainder is hereby authorized and the Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the HAFC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf, any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer’s signature on the final HAFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the HAFC Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HAFC Loan by any amount, or to increase the principal amount of the HAFC Loan by an amount up to 10% more than the principal amount stated in this resolution. The source of funds for any such increase shall be any funds available to the Authority.

8. **Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project Financing, including without limitation, construction, permanent and third party loan applications, tax credit applications, and any

and all other documents reasonably required to (i) cause the Investor Limited Partner to make capital contribution(s) to the Partnership, and (ii) borrow sufficient funds to support the Project.

9. **Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority in its capacity as the manager of the Administrative General Partner, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from Wells Fargo, the Authority, HRFC and the AHP Lender in an aggregate approximate amount of up to \$26,000,000. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount, or to increase the principal amount of any loan by an amount up to 10% more than the maximum aggregate principal amount for the loans stated in this resolution. The source of funds for any such increase shall be funds available to the Authority and/or the Partnership or such other funds that may become available to the Authority and/or the Partnership for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.

10. **Approval of Guarantees.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf, to execute and perform under such guarantees as are deemed necessary or appropriate to the Project Financing, including without limitation, with respect to the Partnership Documents (described below) and the Wells Fargo Guaranty Documents.

11. **Approval of Wells Fargo Construction Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Wells Fargo Construction Loan Documents” (the “**Wells Fargo Construction Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a construction loan in the approximate amount not to exceed \$17,000,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Construction Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Construction Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Construction Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final Wells Fargo Construction Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Construction Loan Documents.

12. **Approval of Wells Fargo Resolutions.** The Authority has been presented with draft resolutions attached hereto in Exhibit B (the “**Wells Fargo Resolutions**”), which resolutions are required by Wells Fargo in connection with the Wells Fargo Construction Loan, the Wells Fargo Permanent Loan and Wells Fargo Guaranty Documents. The Authority hereby duly passes and adopts the Wells Fargo Resolutions in substantially the form as attached hereto in Exhibit B and authorizes Preston Prince to certify the Wells Fargo Resolutions as duly passed and adopted; *provided however*, any Authorized Officer may approve on the Authority’s behalf, any further changes to the draft Wells Fargo Resolutions, including the final amount to be borrowed subject to the limitations stated herein, and Preston Prince’s certification of the final Wells Fargo Resolutions shall be construed as the Corporation’s approval of such completion.

13. **Approval of HRFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HRFC Loan Documents” (the “**HRFC Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$1,337,350 from HRFC for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HRFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HRFC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HRFC Loan Documents, including material changes, and the final amount to be borrowed and such Authorized Officer’s signature on the final HRFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HRFC Loan Documents.

14. **Approval of HAFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “**HAFC Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$3,345,000 from the Authority for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HAFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HAFC Loan Documents substantially in the form on file with the Authority; *provided however*, any

Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final HAFC Loan Documents shall be construed as the Authority's approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HAFC Loan Documents.

15. **Approval of AHP Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "AHP Loan Documents" (the "**AHP Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a construction and permanent loan from AHP Lender in the approximate amount of \$550,000 from AHP Lender. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the AHP Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the AHP Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft AHP Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final AHP Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the AHP Loan Documents.

16. **Approval of Wells Fargo Permanent Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Wells Fargo Permanent Loan Documents" (the "**Wells Fargo Permanent Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a permanent loan in the approximate amount not to exceed \$850,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Permanent Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Permanent Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or

as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Permanent Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final Wells Fargo Permanent Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Permanent Loan Documents.

17. **Approval of the Supportive Services Agreement.** The Authority has been presented with a draft of the Amended and Restated Supportive Services Contract between the Authority and the Partnership (the "**Supportive Services Contract**") in connection with the Authority providing supportive services to residents of the Project, which Supportive Service Contract is on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Supportive Services Contract; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Supportive Services Contract, including material changes, and such Authorized Officer's signature on the final Supportive Services Contract shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Supportive Services Contract.

18. **Approval of the Project Transfer and Acquisition Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Acquisition Documents" (the "**Acquisition Documents**") in connection with the purchase and development of certain land owned by the Authority which will be conveyed to the Partnership on which the Project is to be built, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will acquire the Property for a purchase price not to exceed \$2,340,000 at closing (less any previous deposits into escrow), payable in the form of the HAFC Loan. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Acquisition Documents and to purchase and take such other actions as they deem necessary or desirable for the Partnership to acquire and develop the Property; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Acquisition Documents, including material changes, and such Authorized Officer's signature on the final Acquisition Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any

other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Acquisition Documents.

19. **Approval of the Management Agent and Management Agent Documents.** The Authority, as the management agent, and GSF Properties, Inc., as the sub-management agent, are approved to manage the Project. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Management Agent Documents" (the "**Management Agent Documents**") in connection with the management of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to approve and to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Management Agent Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner, any further changes to the draft Management Agent Documents, including material changes, and such Authorized Officer's signature on the final Management Agent Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Management Agent Documents.

20. **Assignments.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, to execute and deliver one or more instruments (i) causing the Partnership to assume the Authority's rights under the construction contract, the architects' contracts, and other consultant and development contracts, as such rights pertain to the acquisition and construction of the Project, to the extent required by the Investor Limited Partner, and (ii) assigning to lenders and others the Partnership's interests in such contracts as may be required as a condition of the Project Financing, and (iii) to effectuate the assignment and assumption of any existing Acquisition Documents, Wells Fargo Construction Loan Documents, HRFC Loan Documents, HAFC Loan Documents, AHP Loan Documents and Wells Fargo Permanent Loan Documents.

21. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; (iii) to further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and/or (iv) to further the sale and management of Parlier Oak Grove West and Sunset Terrace II Remainder. Without limiting the scope of such authorization, such documents include declarations of restrictive covenants, regulatory agreements, various deeds, leases, notes, loan agreements, deeds of trust, guaranties and indemnities and collateral assignments related to the Project Financing. Such documents may also include, without limitation, lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements,

architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents, confessions of judgment and appointments of attorneys for service of process.

22. **Expenditures.** The Authority is authorized to expend such funds (and to cause the Partnership and the Administrative General Partner to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the Project or actions authorized by this resolution.

23. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively or by the designee of the Chair of the Board or Executive Director.

24. **Execution of Obligations.** The Board directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the various agreements authorized.

25. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed, including, but not limited to, the formation of the Partnership and the Administrative General Partner, and the filing of finance applications related to the Project Financing and the prior execution of any Project documents listed on Exhibit A or otherwise required herein.

26. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. 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

CERTIFICATE

I, the undersigned, the duly appointed CEO/Executive Director of the Housing Authority of the City of Fresno, California (the “**Authority**”), as keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution _____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 27th day of February, 2018, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of February, 2018.

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

Preston Prince, CEO/Executive Director

EXHIBIT A
PROJECT DOCUMENTS

Parlier Oak Grove West Documents

- (a) Notice to Exercise Option by Silvercrest, Inc.; and
- (b) Grant Deed by the Authority in favor of Silvercrest, Inc.

Sunset Terrace II Remainder Documents

- (c) Purchase and Sale Agreement between the Authority and Silvercrest, Inc.;
- (d) Grant Deed by the Authority in favor of Silvercrest, Inc.;
- (e) Property Management Agreement between the Authority and Silvercrest, Inc.; and
- (f) Assignment and Assumption of Residential Lease Agreements between the Authority and Silvercrest, Inc.

Partnership Documents

- (g) Amended and Restated Agreement of Limited Partnership of Parlier Oak Grove, LP and all exhibits attached thereto which require execution;
- (h) Guaranty by the Authority in favor of Investor Limited Partner and the Partnership;
- (i) LP Asset Management Fee Agreement between Investor Limited Partner and the Partnership;
- (j) GP Asset Management Fee Agreement between the Managing General Partner, the Administrative General Partner and the Partnership;
- (k) Development Agreement between the Authority and the Partnership;
- (l) Security Agreement by the Investor Limited Partner in favor of the Partnership;
- (m) Reimbursement and Assignment Agreement by and among the Partnership, the Managing General Partner, the Administrative General Partner, and the Authority;
- (n) Right of First Refusal, Purchase Option, and Put Right Agreement by and among the Partnership, the Corporation and the Investor Limited Partner;
- (o) Rider to Construction Contract by and among the Partnership, ProWest PCM, Inc. d/b/a ProWest Constructors, the Managing General Partner and the Administrative General Partner; and

- (p) Tax Certificate executed by the Administrative General Partner and the Managing General Partner.

HUD Documents

- (q) RAD Conversion Commitment by the Authority and the Partnership;
- (r) RAD Use Agreement by the Partnership;
- (s) Housing Assistance Payments Contract – RAD for the Conversion of Public Housing to Project-Based Section 8 by the Partnership; and
- (t) HUD-required certifications and forms by the Authority and the Partnership.

Wells Fargo Construction Loan Documents

- (u) Promissory Note executed by the Partnership in favor of Wells Fargo;
- (v) Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
- (w) Construction Loan Agreement executed by the Partnership and Wells Fargo;
- (x) Completion Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (y) Repayment Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (z) Security Agreement executed by the Partnership, the Administrative General Partner, the Managing General Partner in favor of Wells Fargo;
- (aa) Security Agreement Rights to Payment executed by the Partnership and Wells Fargo;
- (bb) Copartnership, Joint Venture or Association Borrowing Certificate executed by the Managing Partner and Administrative General Partner;
- (cc) Hazardous Materials Indemnity Agreement (Unsecured-Guarantor) executed by the Authority, in its capacity as guarantor, and Wells Fargo;
- (dd) Hazardous Materials Indemnity Agreement (Unsecured-Borrower) executed by the Partnership and Wells Fargo;
- (ee) Disbursement Instruction Agreement by the Partnership for the benefit of Wells Fargo;
- (ff) Assignment of Housing Assistance Payments Contract and Housing Assistance Payments executed by the Partnership and Wells Fargo;

- (gg) Assignment of Architectural Agreements and Plans and Specifications executed by the Partnership in favor of Wells Fargo;
- (hh) Assignment of Construction Contracts executed by the Partnership in favor of Wells Fargo;
- (ii) Assignment of Management Agreement executed by the Partnership and the Authority;
- (jj) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Wells Fargo and the Partnership;
- (kk) Subordination and Standstill Agreement (HAFC Loan) executed by Wells Fargo, the Authority and the Partnership;
- (ll) Subordination and Standstill Agreement (HRFC Loan) executed by Wells Fargo, HRFC and the Partnership; and
- (mm) Subordination and Standstill Agreement (AHP Loan) executed by Wells Fargo, the AHP Lender and the Partnership

HRFC Loan Documents

- (nn) HRFC Mortgage Note (HRFC Loan) by the Partnership in favor of HRFC;
- (oo) HRFC Deed of Trust, Security Agreement and Financing Statement (HRFC Loan) by the Partnership in favor of HRFC;
- (pp) HRFC Loan-Assignment of Leases and Rents (HRFC Loan) by the Partnership in favor of HRFC;
- (qq) HRFC Loan Agreement (HRFC Loan) the Partnership and HRFC;
- (rr) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HRFC Loan) between HRFC and the Partnership;
- (ss) Subordination and Intercreditor Agreement (HAFC Loan, HRFC Loan and AHP loan) executed by the Partnership, the Authority, HRFC and the AHP Lender;

HAFC Loan Documents

- (tt) HAFC Construction Deed of Trust, Security Agreement and Financing Statement (HAFC Loan) by the Partnership in favor of the Authority;
- (uu) HAFC Loan Agreement (HAFC Loan) between the Partnership and the Authority;
- (vv) HAFC Assignment of Leases and Rents (HAFC Loan) by the Partnership in favor of the Authority;
- (ww) HAFC Mortgage Note (HAFC Loan) by the Partnership in favor of the Authority;

- (xx) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HAFC Loan) between HAFC and the Partnership;

AHP Loan Documents

- (yy) Promissory Note (AHP Rental Project) by the Partnership to the order of the AHP Lender.
- (zz) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture by the Partnership in favor of the AHP Lender (including the attached Rider to Deed of Trust – Affordable Housing Program Retention Agreement and Restrictive Covenants by the Partnership as trustor); and
- (aaa) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (AHP Loan) between AHP Lender and the Partnership.

Wells Fargo Permanent Loan Documents

- (bbb) Delivery Assurance Note executed by the Partnership in favor of Wells Fargo;
- (ccc) Delivery Assurance Multifamily Deed of Trust, security Agreement and Fixture Filing executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
- (ddd) Commitment Agreement for Fixed Rate Permanent Mortgage Loan Project between Wells Fargo and Partnership attaching thereto samples of the following:
 - i. Officer's Certificate by the Secretary/Director of the Managing General Partner;
 - ii. Multifamily Note by the Partnership in favor of Wells Fargo;
 - iii. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
 - iv. Multifamily Loan and Security Agreement (Non-Recourse) by and between the Partnership and Wells Fargo;
 - v. Guaranty of Non-Recourse Obligations by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
 - vi. Environmental Indemnity Agreement by the Partnership for the benefit of Wells Fargo;
 - vii. Assignment of Housing Assistance Payments Contract executed by the Partnership for the benefit of Wells Fargo;
 - viii. Assignment of Management Agreement executed by the Partnership, Wells

Fargo and the Authority as Manager;

- (eee) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement between the Partnership and Wells Fargo.

Acquisition Documents

- (fff) Assignment and Notice to Exercise Option by the Partnership; and
- (ggg) Grant Deed by the Authority in favor of Partnership.

Management Agent Documents

- (hhh) Parlier Oak Grove Property Management Agreement between the Partnership and the Authority; and
- (iii) Parlier Oak Grove Property Subcontract Property Management Agreement between the Authority and GSF Properties, Inc.

EXHIBIT B
FORM OF WELLS FARGO REQUIRED RESOLUTIONS

**CORPORATE RESOLUTION AUTHORIZING EXECUTION OF LOAN DOCUMENTS,
GUARANTY AND
INDEMNITY AND ENDORSEMENT AND HYPOTHECATION OF PROPERTY**

(HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA)

**TO: Wells Fargo Bank, National Association, it successors and/or assigns (“Lender”)
Wells Fargo Affordable Housing Community Development Corporation
 (“Investor”)**

WHEREAS, the HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body, corporate and politic (the “**Housing Authority**”), is the sole member and manager of PARLIER OAK GROVE AGP, LLC, a California limited liability company (“**Administrative General Partner**”), which is the administrative general partner of PARLIER OAK GROVE, LP, a California limited partnership (“**Borrower**”).

WHEREAS, the Housing Authority will benefit by any credit now or hereafter extended by Lender (as hereinafter defined) to Borrower.

WHEREAS, Pursuant to that certain Construction Loan Agreement executed between Lender and Borrower dated as of _____, 2018 (the “**Loan Agreement**”). Lender has agreed to make a Loan to Borrower in the original principal amount of \$_____ (the “**Loan**”). The obligations of Borrower to repay the Loan are evidenced by a promissory note made as of even date herewith by in favor of Lender, (the “**Note**”), and all modifications, extensions, renewals and replacements thereof. The obligations of Borrower under the Loan Agreement and the Note are secured by a Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”) covering certain real property described on Exhibit A thereto and certain personal property, each, as described in the Deed of Trust (all collectively, the “**Property**”). The obligations of Borrower under the Loan Agreement and the Note are also secured by other collateral, as more fully explained in the Loan Agreement.

WHEREAS, pursuant to that certain permanent loan commitment letter, dated as of _____, 2018 (the “**Permanent Loan Commitment**”), by and between Lender and Borrower, Lender has agreed, subject to satisfaction of the terms and conditions set forth therein, to make a permanent loan to Borrower in a principal amount of not more than \$_____, and in connection with such purchase, Borrower shall execute and deliver to Lender the documents described in Section C.1 of the Permanent Loan Commitment. In consideration of Lender’s agreement to enter into the Permanent Loan Commitment, Lender requires that Borrower execute and deliver that certain Delivery Assurance Note dated as of _____, 2018 (the “**Delivery Assurance Note**”), and that certain Delivery Assurance Multifamily Deed of Trust, Security Agreement and Fixture Filing dated as of even date of the Delivery Assurance Note (the “**Delivery Assurance Deed of Trust**”).

NOW, THEREFORE, BE IT RESOLVED, that the CEO/Executive Director, Preston Prince,

the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (an “**Authorized Officer**”), acting alone, be and is hereby authorized and empowered for and on behalf of and in the name of Housing Authority and as its corporate act and deed in his discretion:

1. to guaranty the performance by Borrower, under the Loan Agreement, the Note and the other Loan Documents;
2. to guaranty the repayment of any indebtedness of Borrower to Lender in an amount or amounts not to exceed at any one time the sum of \$_____ for principal, plus all interest accrued thereon, and costs and expenses pertaining thereto; and
3. to execute and deliver to Lender such guaranties, continuing guaranties (including that certain Completion Guaranty and that certain Repayment Guaranty (Secured Loan), both to be executed by the Housing Authority in favor of Lender), indemnities (including that certain Hazardous Materials Indemnity Agreement (Unsecured - Guarantor), to be executed by the Housing Authority for the benefit of Lender), endorsements, consents to future modifications of Borrower’s obligations and/or other related documents, all in form and substance satisfactory to Lender, as Lender may request, together with such other contracts or instruments as Lender deems necessary or convenient to accomplish the purposes of this resolution.

BE IT FURTHER RESOLVED, that any Authorized Officer, any one of them acting alone, is hereby authorized and empowered to (a) act for and on behalf of and in the name of the Housing Authority, in its capacity as the sole member and manager of Administrative General Partner, on its own behalf and in its capacity as the administrative general partner of Borrower, (b) execute any and all documents or instruments evidencing the formation, qualification to do business, or conducting of the business of Borrower; (c) enter into the transactions described above and to incur indebtedness and grant liens and security interests in connection with such transactions on behalf of Administrative General Partner, on its own behalf and in its capacity as the administrative general partner of Borrower; and (d) execute and deliver to the Lender, and Lender is requested to accept, any and all documents or instruments evidencing any transaction between Lender, on the one hand, and Borrower and/or Administrative General Partner, on the other hand, including, but not limited to the Loan Agreement, the Note, the Deed of Trust, the other Loan Documents (as defined in the Loan Agreement) and any modifications, renewals or extensions thereof.

BE IT FURTHER RESOLVED, that the authority hereby conferred is in addition to the authority conferred by any other resolution heretofore or hereafter delivered to Lender. This resolution shall continue in full force and effect until Lender shall have received notice in writing, certified by the Secretary of the Housing Authority, of the revocation hereof by a resolution duly adopted by the Board of Commissioners of the Housing Authority, and such revocation shall be effective only as to credit which was not extended or committed by Lender to Borrower prior to Lender’s receipt of such notice. The authority hereby conferred shall be deemed to be retroactive and any and all acts authorized herein which were performed prior to the passage of this resolution are hereby approved and ratified.

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CERTIFICATION

I, Preston Prince, the CEO/Executive Director of the HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA, a public body, corporate and politic, do hereby certify and declare (a) that the foregoing is a full, true and correct copy of the resolutions duly passed and adopted by the Board of Commissioners of the Housing Authority held on _____, 2018, (b) that said resolutions are now in full force and effect; (c) that there is no provision in the Bylaws of the Housing Authority limiting the power of the of the Housing Authority to pass the foregoing resolutions; and (d) that such resolutions are in conformity with the provisions of said Bylaws.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Housing Authority this _____, 2018.

By: _____
Preston Prince
CEO/Executive Director

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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS, THE ADMISSION OF CERTAIN PARTNERS TO PARLIER OAK GROVE, LP (“PARTNERSHIP”) AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF PARLIER OAK GROVE AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE PARLIER OAK GROVE PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

WHEREAS, the Authority is authorized, among other things, to enter into partnership and operating 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 demolition and construction of approximately 6.16 acres located at 595 Bigger Street, Parlier, California, APN Number 355-041-24-T (the “**Property**”), for the purposes of the development and construction of a 56-unit low income multifamily residential project to be generally known as “Parlier Oak Grove”, comprised of fifty-five (55) low-income housing tax credit units and one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the U.S. Department of Housing and Urban Development (“**HUD**”) has authorized the Authority’s participation in its Rental Assistance Demonstration Program (“**RAD**”) program and the conversion of certain developments from public housing to Section 8 project-based rental assistance. In accordance with the RAD program requirements, the Project will be subject to certain long-term affordability restrictions imposed by HUD which shall be superior to all other financing documents; and

WHEREAS, the Authority will sell approximately 2.50 acres of land located to the west of and adjacent to the Property also located in City of Parlier, County of Fresno, California (“**Parlier Oak Grove West**”) at fair market value as established by an independent third-party appraisal to Silvercrest, Inc. The Authority will continue to manage and operate Parlier Oak Grove West on behalf of Silvercrest, Inc.; and

WHEREAS, the Authority will sell property consisting of six multifamily units located at 629 East Springfield Avenue situated in the City of Reedley, County of Fresno, California (“**Sunset Terrace**”

II Remainder”) at fair market value as established by an independent third-party appraisal to Silvercrest, Inc. The Authority will continue to manage and operate Sunset Terrace II Remainder on behalf of Silvercrest, Inc.; and

WHEREAS, the Authority has entered into an Operating Agreement dated as of October 2, 2017, pursuant to which the Authority is the manager and sole member of Parlier Oak Grove AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the Authority filed Articles of Organization with the California Secretary of State on October 12, 2017; and

WHEREAS, the Administrative General Partner, together with Silvercrest, Inc., entered into an Agreement of Limited Partnership dated as of October 2, 2017, pursuant to which the Administrative General Partner is the “**Administrative GP**” and Silvercrest, Inc. is the “**Managing GP**” (collectively the “**General Partners**”), and Silvercrest, Inc. is the “**Limited Partner**” of Parlier Oak Grove, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on October 12, 2017; and

WHEREAS, the Administrative General Partner, Silvercrest, Inc., as managing general partner (the “**Managing General Partner**”) and withdrawing limited partner, and Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation (the “**Investor Limited Partner**”) will enter into an Amended and Restated Agreement of Limited Partnership of Parlier Oak Grove, LP; and

WHEREAS, the Authority intends to sell the Property to the Partnership, and the Partnership intends to acquire the Property and develop the Project; and

WHEREAS, the Partnership has requested the Authority make a loan in the approximate amount of \$3,345,000 funded from the following: (i) \$2,340,000 in seller financing proceeds; (ii) \$660,000 the Authority anticipates realizing from the sale of Parlier Oak Grove West; and (iii) \$345,000 the Authority anticipates realizing from the sale of Sunset Terrace II Remainder (the “**HAFC Loan**”) to finance the Project; and

WHEREAS, the Partnership will finance the cost of acquiring and rehabilitating the Project with numerous sources of funds, projected to include an estimated equity investment of \$19,573,402 from the Investor Limited Partner eligible to benefit from federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; a construction loan from Wells Fargo Bank, National Association, a national banking association (“**Wells Fargo**”) in an amount not to exceed \$17,000,000 (the “**Wells Fargo Construction Loan**”), a portion of which will convert to a permanent loan in an amount not to exceed \$850,000 (the “**Wells Fargo Permanent Loan**”); construction and permanent financing from the Housing Relinquished Fund Corporation (“**HRFC**”) in the approximate amount of \$1,337,350 (the “**HRFC Loan**”); and construction and permanent financing in an estimated amount of \$550,000 (the “**AHP Loan**”) from Wells Fargo Financial National Bank (the “**AHP Lender**”) (collectively, the “**Project Financing**”); and

WHEREAS, as a condition to making the Wells Fargo Construction Loan and committing to the make the Wells Fargo Permanent Loan to the Partnership, Wells Fargo has required that the Authority execute (i) that certain Repayment Guaranty, (ii) that certain Completion Guaranty, (iii)

that certain Hazardous Material Indemnity Agreement; and will require at conversion to a permanent loan that the Authority execute (iv) that certain Guaranty of Non-Recourse Obligations (collectively, the “**Wells Fargo Guaranty Documents**”).

WHEREAS, the Authority intends to act as a lender of the HAFC Loan, the developer and management agent of the Project, the sole member and manager of the Administrative General Partner and guarantor of certain obligations connected with the Project; and

WHEREAS, the Authority wishes to ratify and confirm all actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution and to authorize such actions subsequent to the date hereof; and

WHEREAS, the Authority is authorized to delegate to one or more of its agents and employees such powers as it deems proper;

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The CEO/Executive Director, Preston Prince, the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).
2. **General Partner Function.** The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as manager of the Administrative General Partner, to take all actions and execute all documents necessary for the Administrative General Partner to carry out its function as administrative general partner of the Partnership, including without limitation by execution of the Amended and Restated Agreement of Limited Partnership of the Partnership and any amendment thereto in furtherance of such admissions; provided further, that in such capacity, the Authority is authorized and directed to cause the Administrative General Partner to approve the admission of the Investor Limited Partner to the Partnership.
3. **Disposition of Parlier Oak Grove West.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Parlier Oak Grove West Documents” (the “**Parlier Oak Grove West Documents**”) in connection with the sale of Parlier Oak Grove West to Silvercrest, Inc. and the continued management and operation of Parlier Oak Grove West by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Parlier Oak Grove West, to sell and transfer ownership of Parlier Oak Grove West to Silvercrest, Inc. at the fair market value of \$660,000 and use the proceeds from the disposition of Parlier Oak Grove West to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Parlier Oak Grove West Documents substantially in the form on file with the

Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Parlier Oak Grove West Documents, including material changes, and such Authorized Officer's signature on the final Parlier Oak Grove West Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Parlier Oak Grove West Documents.

4. **Disposition of the Sunset Terrace II Remainder**. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Sunset Terrace II Remainder Documents" (the "**Sunset Terrace II Remainder Documents**") in connection with the sale of Sunset Terrace II Remainder to Silvercrest, Inc. and the continued management and operation of Sunset Terrace II Remainder by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Sunset Terrace II Remainder, to sell and transfer ownership of Sunset Terrace II Remainder to Silvercrest, Inc. at the fair market value of \$345,000 and use the proceeds from the disposition of Sunset Terrace II Remainder to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Sunset Terrace II Remainder Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Sunset Terrace II Remainder Documents, including material changes, and such Authorized Officer's signature on the final Sunset Terrace II Remainder Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Sunset Terrace II Remainder Documents.

5. **Approval of Partnership Documents**. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Partnership Documents" (the "**Partnership Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Partnership Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Partnership Documents, including material changes, and such Authorized Officer's signature on the final Partnership Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner or as the manager of the Administrative General Partner of the Partnership to carry out the transactions contemplated by the Partnership Documents.

6. **Approval of HUD Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “**HUD Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute and deliver the HUD Documents and all documents deemed necessary to appropriate to obtain HUD approval related to the Project, including without limitation, a use agreement in order to maintain and operate the Project in accordance with the RAD program for which the Partnership will be provided a subsidy funded with money received from HUD pursuant to a Project-Based Section 8 Housing Assistance Payments Contract; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HUD Documents, including material changes, and such Authorized Officer’s signature on the final HUD Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

7. **Approval of the Making of the HAFC Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “**HAFC Loan Documents**”) to be executed by the Partnership and the Authority to effectuate the HAFC Loan, which Loan Documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow the HAFC Loan from the Authority. The making of the HAFC Loan in the approximate amount of \$3,345,000 in lieu of receiving proceeds from the sale of the Property, and also funded by the proceeds from the sale of Parlier Oak Grove West and Sunset Terrace II Remainder is hereby authorized and the Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the HAFC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf, any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer’s signature on the final HAFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the HAFC Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HAFC Loan by any amount, or to increase the principal amount of the HAFC Loan by an amount up to 10% more than the principal amount stated in this resolution. The source of funds for any such increase shall be any funds available to the Authority.

8. **Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project Financing, including without limitation, construction, permanent and third party loan applications, tax credit applications, and any

and all other documents reasonably required to (i) cause the Investor Limited Partner to make capital contribution(s) to the Partnership, and (ii) borrow sufficient funds to support the Project.

9. **Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority in its capacity as the manager of the Administrative General Partner, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from Wells Fargo, the Authority, HRFC and the AHP Lender in an aggregate approximate amount of up to \$26,000,000. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount, or to increase the principal amount of any loan by an amount up to 10% more than the maximum aggregate principal amount for the loans stated in this resolution. The source of funds for any such increase shall be funds available to the Authority and/or the Partnership or such other funds that may become available to the Authority and/or the Partnership for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership.

10. **Approval of Guarantees.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf, to execute and perform under such guarantees as are deemed necessary or appropriate to the Project Financing, including without limitation, with respect to the Partnership Documents (described below) and the Wells Fargo Guaranty Documents.

11. **Approval of Wells Fargo Construction Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Wells Fargo Construction Loan Documents” (the “**Wells Fargo Construction Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a construction loan in the approximate amount not to exceed \$17,000,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Construction Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Construction Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Construction Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final Wells Fargo Construction Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Construction Loan Documents.

12. **Approval of Wells Fargo Resolutions.** The Authority has been presented with draft resolutions attached hereto in Exhibit B (the “**Wells Fargo Resolutions**”), which resolutions are required by Wells Fargo in connection with the Wells Fargo Construction Loan, the Wells Fargo Permanent Loan and Wells Fargo Guaranty Documents. The Authority hereby duly passes and adopts the Wells Fargo Resolutions in substantially the form as attached hereto in Exhibit B and authorizes Preston Prince to certify the Wells Fargo Resolutions as duly passed and adopted; *provided however*, any Authorized Officer may approve on the Authority’s behalf, any further changes to the draft Wells Fargo Resolutions, including the final amount to be borrowed subject to the limitations stated herein, and Preston Prince’s certification of the final Wells Fargo Resolutions shall be construed as the Corporation’s approval of such completion.

13. **Approval of HRFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HRFC Loan Documents” (the “**HRFC Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$1,337,350 from HRFC for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HRFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HRFC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HRFC Loan Documents, including material changes, and the final amount to be borrowed and such Authorized Officer’s signature on the final HRFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HRFC Loan Documents.

14. **Approval of HAFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “**HAFC Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of \$3,345,000 from the Authority for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HAFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HAFC Loan Documents substantially in the form on file with the Authority; *provided however*, any

Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final HAFC Loan Documents shall be construed as the Authority's approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HAFC Loan Documents.

15. **Approval of AHP Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "AHP Loan Documents" (the "**AHP Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a construction and permanent loan from AHP Lender in the approximate amount of \$550,000 from AHP Lender. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the AHP Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the AHP Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft AHP Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final AHP Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the AHP Loan Documents.

16. **Approval of Wells Fargo Permanent Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Wells Fargo Permanent Loan Documents" (the "**Wells Fargo Permanent Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a permanent loan in the approximate amount not to exceed \$850,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Permanent Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Permanent Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or

as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Permanent Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final Wells Fargo Permanent Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Permanent Loan Documents.

17. **Approval of the Supportive Services Agreement.** The Authority has been presented with a draft of the Amended and Restated Supportive Services Contract between the Authority and the Partnership (the "**Supportive Services Contract**") in connection with the Authority providing supportive services to residents of the Project, which Supportive Service Contract is on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Supportive Services Contract; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Supportive Services Contract, including material changes, and such Authorized Officer's signature on the final Supportive Services Contract shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Supportive Services Contract.

18. **Approval of the Project Transfer and Acquisition Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Acquisition Documents" (the "**Acquisition Documents**") in connection with the purchase and development of certain land owned by the Authority which will be conveyed to the Partnership on which the Project is to be built, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will acquire the Property for a purchase price not to exceed \$2,340,000 at closing (less any previous deposits into escrow), payable in the form of the HAFC Loan. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Acquisition Documents and to purchase and take such other actions as they deem necessary or desirable for the Partnership to acquire and develop the Property; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Acquisition Documents, including material changes, and such Authorized Officer's signature on the final Acquisition Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any

other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Acquisition Documents.

19. **Approval of the Management Agent and Management Agent Documents.** The Authority, as the management agent, and GSF Properties, Inc., as the sub-management agent, are approved to manage the Project. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Management Agent Documents" (the "**Management Agent Documents**") in connection with the management of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to approve and to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Management Agent Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner, any further changes to the draft Management Agent Documents, including material changes, and such Authorized Officer's signature on the final Management Agent Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Management Agent Documents.

20. **Assignments.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, to execute and deliver one or more instruments (i) causing the Partnership to assume the Authority's rights under the construction contract, the architects' contracts, and other consultant and development contracts, as such rights pertain to the acquisition and construction of the Project, to the extent required by the Investor Limited Partner, and (ii) assigning to lenders and others the Partnership's interests in such contracts as may be required as a condition of the Project Financing, and (iii) to effectuate the assignment and assumption of any existing Acquisition Documents, Wells Fargo Construction Loan Documents, HRFC Loan Documents, HAFC Loan Documents, AHP Loan Documents and Wells Fargo Permanent Loan Documents.

21. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; (iii) to further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and/or (iv) to further the sale and management of Parlier Oak Grove West and Sunset Terrace II Remainder. Without limiting the scope of such authorization, such documents include declarations of restrictive covenants, regulatory agreements, various deeds, leases, notes, loan agreements, deeds of trust, guaranties and indemnities and collateral assignments related to the Project Financing. Such documents may also include, without limitation, lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements,

architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents, confessions of judgment and appointments of attorneys for service of process.

22. **Expenditures.** The Authority is authorized to expend such funds (and to cause the Partnership and the Administrative General Partner to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the Project or actions authorized by this resolution.

23. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively or by the designee of the Chair of the Board or Executive Director.

24. **Execution of Obligations.** The Board directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the various agreements authorized.

25. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed, including, but not limited to, the formation of the Partnership and the Administrative General Partner, and the filing of finance applications related to the Project Financing and the prior execution of any Project documents listed on Exhibit A or otherwise required herein.

26. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. 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

CERTIFICATE

I, the undersigned, the duly appointed CEO/Executive Director of the Housing Authority of Fresno County, California (the “**Authority**”), as keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution _____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 27th day of February, 2018, and duly recorded in the minute books of the Authority.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of February, 2018.

**HOUSING AUTHORITY OF FRESNO
COUNTY, CALIFORNIA**

Preston Prince, CEO/Executive Director

EXHIBIT A
PROJECT DOCUMENTS

Parlier Oak Grove West Documents

- (a) Notice to Exercise Option by Silvercrest, Inc.; and
- (b) Grant Deed by the Authority in favor of Silvercrest, Inc.

Sunset Terrace II Remainder Documents

- (c) Purchase and Sale Agreement between the Authority and Silvercrest, Inc.;
- (d) Grant Deed by the Authority in favor of Silvercrest, Inc.;
- (e) Property Management Agreement between the Authority and Silvercrest, Inc.; and
- (f) Assignment and Assumption of Residential Lease Agreements between the Authority and Silvercrest, Inc.

Partnership Documents

- (g) Amended and Restated Agreement of Limited Partnership of Parlier Oak Grove, LP and all exhibits attached thereto which require execution;
- (h) Guaranty by the Authority in favor of Investor Limited Partner and the Partnership;
- (i) LP Asset Management Fee Agreement between Investor Limited Partner and the Partnership;
- (j) GP Asset Management Fee Agreement between the Managing General Partner, the Administrative General Partner and the Partnership;
- (k) Development Agreement between the Authority and the Partnership;
- (l) Security Agreement by the Investor Limited Partner in favor of the Partnership;
- (m) Reimbursement and Assignment Agreement by and among the Partnership, the Managing General Partner, the Administrative General Partner, and the Authority;
- (n) Right of First Refusal, Purchase Option, and Put Right Agreement by and among the Partnership, the Corporation and the Investor Limited Partner;
- (o) Rider to Construction Contract by and among the Partnership, ProWest PCM, Inc. d/b/a ProWest Constructors, the Managing General Partner and the Administrative General Partner; and

- (p) Tax Certificate executed by the Administrative General Partner and the Managing General Partner.

HUD Documents

- (q) RAD Conversion Commitment by the Authority and the Partnership;
- (r) RAD Use Agreement by the Partnership;
- (s) Housing Assistance Payments Contract – RAD for the Conversion of Public Housing to Project-Based Section 8 by the Partnership; and
- (t) HUD-required certifications and forms by the Authority and the Partnership.

Wells Fargo Construction Loan Documents

- (u) Promissory Note executed by the Partnership in favor of Wells Fargo;
- (v) Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
- (w) Construction Loan Agreement executed by the Partnership and Wells Fargo;
- (x) Completion Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (y) Repayment Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
- (z) Security Agreement executed by the Partnership, the Administrative General Partner, the Managing General Partner in favor of Wells Fargo;
- (aa) Security Agreement Rights to Payment executed by the Partnership and Wells Fargo;
- (bb) Copartnership, Joint Venture or Association Borrowing Certificate executed by the Managing Partner and Administrative General Partner;
- (cc) Hazardous Materials Indemnity Agreement (Unsecured-Guarantor) executed by the Authority, in its capacity as guarantor, and Wells Fargo;
- (dd) Hazardous Materials Indemnity Agreement (Unsecured-Borrower) executed by the Partnership and Wells Fargo;
- (ee) Disbursement Instruction Agreement by the Partnership for the benefit of Wells Fargo;
- (ff) Assignment of Housing Assistance Payments Contract and Housing Assistance Payments executed by the Partnership and Wells Fargo;

- (gg) Assignment of Architectural Agreements and Plans and Specifications executed by the Partnership in favor of Wells Fargo;
- (hh) Assignment of Construction Contracts executed by the Partnership in favor of Wells Fargo;
- (ii) Assignment of Management Agreement executed by the Partnership and the Authority;
- (jj) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Wells Fargo and the Partnership;
- (kk) Subordination and Standstill Agreement (HAFC Loan) executed by Wells Fargo, the Authority and the Partnership;
- (ll) Subordination and Standstill Agreement (HRFC Loan) executed by Wells Fargo, HRFC and the Partnership; and
- (mm) Subordination and Standstill Agreement (AHP Loan) executed by Wells Fargo, the AHP Lender and the Partnership

HRFC Loan Documents

- (nn) HRFC Mortgage Note (HRFC Loan) by the Partnership in favor of HRFC;
- (oo) HRFC Deed of Trust, Security Agreement and Financing Statement (HRFC Loan) by the Partnership in favor of HRFC;
- (pp) HRFC Loan-Assignment of Leases and Rents (HRFC Loan) by the Partnership in favor of HRFC;
- (qq) HRFC Loan Agreement (HRFC Loan) the Partnership and HRFC;
- (rr) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HRFC Loan) between HRFC and the Partnership;
- (ss) Subordination and Intercreditor Agreement (HAFC Loan, HRFC Loan and AHP loan) executed by the Partnership, the Authority, HRFC and the AHP Lender;

HAFC Loan Documents

- (tt) HAFC Construction Deed of Trust, Security Agreement and Financing Statement (HAFC Loan) by the Partnership in favor of the Authority;
- (uu) HAFC Loan Agreement (HAFC Loan) between the Partnership and the Authority;
- (vv) HAFC Assignment of Leases and Rents (HAFC Loan) by the Partnership in favor of the Authority;
- (ww) HAFC Mortgage Note (HAFC Loan) by the Partnership in favor of the Authority;

- (xx) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HAFC Loan) between HAFC and the Partnership;

AHP Loan Documents

- (yy) Promissory Note (AHP Rental Project) by the Partnership to the order of the AHP Lender.
- (zz) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture by the Partnership in favor of the AHP Lender (including the attached Rider to Deed of Trust – Affordable Housing Program Retention Agreement and Restrictive Covenants by the Partnership as trustor); and
- (aaa) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (AHP Loan) between AHP Lender and the Partnership.

Wells Fargo Permanent Loan Documents

- (bbb) Delivery Assurance Note executed by the Partnership in favor of Wells Fargo;
- (ccc) Delivery Assurance Multifamily Deed of Trust, security Agreement and Fixture Filing executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
- (ddd) Commitment Agreement for Fixed Rate Permanent Mortgage Loan Project between Wells Fargo and Partnership attaching thereto samples of the following:
 - i. Officer's Certificate by the Secretary/Director of the Managing General Partner;
 - ii. Multifamily Note by the Partnership in favor of Wells Fargo;
 - iii. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;
 - iv. Multifamily Loan and Security Agreement (Non-Recourse) by and between the Partnership and Wells Fargo;
 - v. Guaranty of Non-Recourse Obligations by the Authority, in its capacity as guarantor, in favor of Wells Fargo;
 - vi. Environmental Indemnity Agreement by the Partnership for the benefit of Wells Fargo;
 - vii. Assignment of Housing Assistance Payments Contract executed by the Partnership for the benefit of Wells Fargo;
 - viii. Assignment of Management Agreement executed by the Partnership, Wells

Fargo and the Authority as Manager;

- (eee) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement between the Partnership and Wells Fargo.

Acquisition Documents

- (fff) Assignment and Notice to Exercise Option by the Partnership; and
- (ggg) Grant Deed by the Authority in favor of Partnership.

Management Agent Documents

- (hhh) Parlier Oak Grove Property Management Agreement between the Partnership and the Authority; and
- (iii) Parlier Oak Grove Property Subcontract Property Management Agreement between the Authority and GSF Properties, Inc.

EXHIBIT B
FORM OF WELLS FARGO REQUIRED RESOLUTIONS

**CORPORATE RESOLUTION AUTHORIZING EXECUTION OF LOAN DOCUMENTS,
GUARANTY AND
INDEMNITY AND ENDORSEMENT AND HYPOTHECATION OF PROPERTY**

(HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA)

**TO: Wells Fargo Bank, National Association, it successors and/or assigns (“Lender”)
Wells Fargo Affordable Housing Community Development Corporation
 (“Investor”)**

WHEREAS, the HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body, corporate and politic (the “**Housing Authority**”), is the sole member and manager of PARLIER OAK GROVE AGP, LLC, a California limited liability company (“**Administrative General Partner**”), which is the administrative general partner of PARLIER OAK GROVE, LP, a California limited partnership (“**Borrower**”).

WHEREAS, the Housing Authority will benefit by any credit now or hereafter extended by Lender (as hereinafter defined) to Borrower.

WHEREAS, Pursuant to that certain Construction Loan Agreement executed between Lender and Borrower dated as of _____, 2018 (the “**Loan Agreement**”). Lender has agreed to make a Loan to Borrower in the original principal amount of \$_____ (the “**Loan**”). The obligations of Borrower to repay the Loan are evidenced by a promissory note made as of even date herewith by in favor of Lender, (the “**Note**”), and all modifications, extensions, renewals and replacements thereof. The obligations of Borrower under the Loan Agreement and the Note are secured by a Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”) covering certain real property described on Exhibit A thereto and certain personal property, each, as described in the Deed of Trust (all collectively, the “**Property**”). The obligations of Borrower under the Loan Agreement and the Note are also secured by other collateral, as more fully explained in the Loan Agreement.

WHEREAS, pursuant to that certain permanent loan commitment letter, dated as of _____, 2018 (the “**Permanent Loan Commitment**”), by and between Lender and Borrower, Lender has agreed, subject to satisfaction of the terms and conditions set forth therein, to make a permanent loan to Borrower in a principal amount of not more than \$_____, and in connection with such purchase, Borrower shall execute and deliver to Lender the documents described in Section C.1 of the Permanent Loan Commitment. In consideration of Lender’s agreement to enter into the Permanent Loan Commitment, Lender requires that Borrower execute and deliver that certain Delivery Assurance Note dated as of _____, 2018 (the “**Delivery Assurance Note**”), and that certain Delivery Assurance Multifamily Deed of Trust, Security Agreement and Fixture Filing dated as of even date of the Delivery Assurance Note (the “**Delivery Assurance Deed of Trust**”).

NOW, THEREFORE, BE IT RESOLVED, that the CEO/Executive Director, Preston Prince,

the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (an “**Authorized Officer**”), acting alone, be and is hereby authorized and empowered for and on behalf of and in the name of Housing Authority and as its corporate act and deed in his discretion:

1. to guaranty the performance by Borrower, under the Loan Agreement, the Note and the other Loan Documents;
2. to guaranty the repayment of any indebtedness of Borrower to Lender in an amount or amounts not to exceed at any one time the sum of \$_____ for principal, plus all interest accrued thereon, and costs and expenses pertaining thereto; and
3. to execute and deliver to Lender such guaranties, continuing guaranties (including that certain Completion Guaranty and that certain Repayment Guaranty (Secured Loan), both to be executed by the Housing Authority in favor of Lender), indemnities (including that certain Hazardous Materials Indemnity Agreement (Unsecured - Guarantor), to be executed by the Housing Authority for the benefit of Lender), endorsements, consents to future modifications of Borrower’s obligations and/or other related documents, all in form and substance satisfactory to Lender, as Lender may request, together with such other contracts or instruments as Lender deems necessary or convenient to accomplish the purposes of this resolution.

BE IT FURTHER RESOLVED, that any Authorized Officer, any one of them acting alone, is hereby authorized and empowered to (a) act for and on behalf of and in the name of the Housing Authority, in its capacity as the sole member and manager of Administrative General Partner, on its own behalf and in its capacity as the administrative general partner of Borrower, (b) execute any and all documents or instruments evidencing the formation, qualification to do business, or conducting of the business of Borrower; (c) enter into the transactions described above and to incur indebtedness and grant liens and security interests in connection with such transactions on behalf of Administrative General Partner, on its own behalf and in its capacity as the administrative general partner of Borrower; and (d) execute and deliver to the Lender, and Lender is requested to accept, any and all documents or instruments evidencing any transaction between Lender, on the one hand, and Borrower and/or Administrative General Partner, on the other hand, including, but not limited to the Loan Agreement, the Note, the Deed of Trust, the other Loan Documents (as defined in the Loan Agreement) and any modifications, renewals or extensions thereof.

BE IT FURTHER RESOLVED, that the authority hereby conferred is in addition to the authority conferred by any other resolution heretofore or hereafter delivered to Lender. This resolution shall continue in full force and effect until Lender shall have received notice in writing, certified by the Secretary of the Housing Authority, of the revocation hereof by a resolution duly adopted by the Board of Commissioners of the Housing Authority, and such revocation shall be effective only as to credit which was not extended or committed by Lender to Borrower prior to Lender’s receipt of such notice. The authority hereby conferred shall be deemed to be retroactive and any and all acts authorized herein which were performed prior to the passage of this resolution are hereby approved and ratified.

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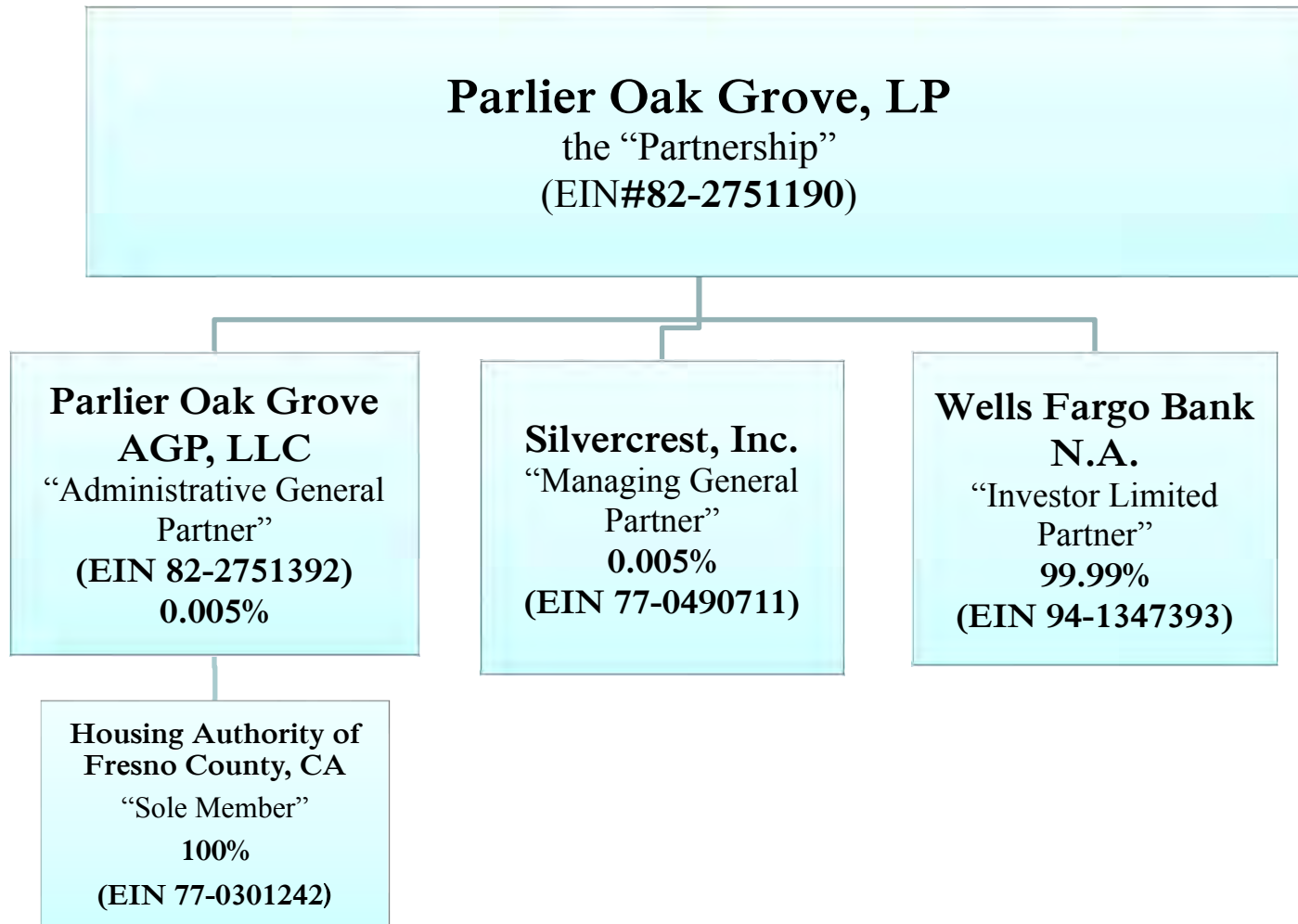
CERTIFICATION

I, Preston Prince, the CEO/Executive Director of the HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body, corporate and politic, do hereby certify and declare (a) that the foregoing is a full, true and correct copy of the resolutions duly passed and adopted by the Board of Commissioners of the Housing Authority held on _____, 2018, (b) that said resolutions are now in full force and effect; (c) that there is no provision in the Bylaws of the Housing Authority limiting the power of the of the Housing Authority to pass the foregoing resolutions; and (d) that such resolutions are in conformity with the provisions of said Bylaws.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Housing Authority this _____, 2018.

By: _____
Preston Prince
CEO/Executive Director

Oak Grove Ownership Structure



Ownership Structure

Memorial Village

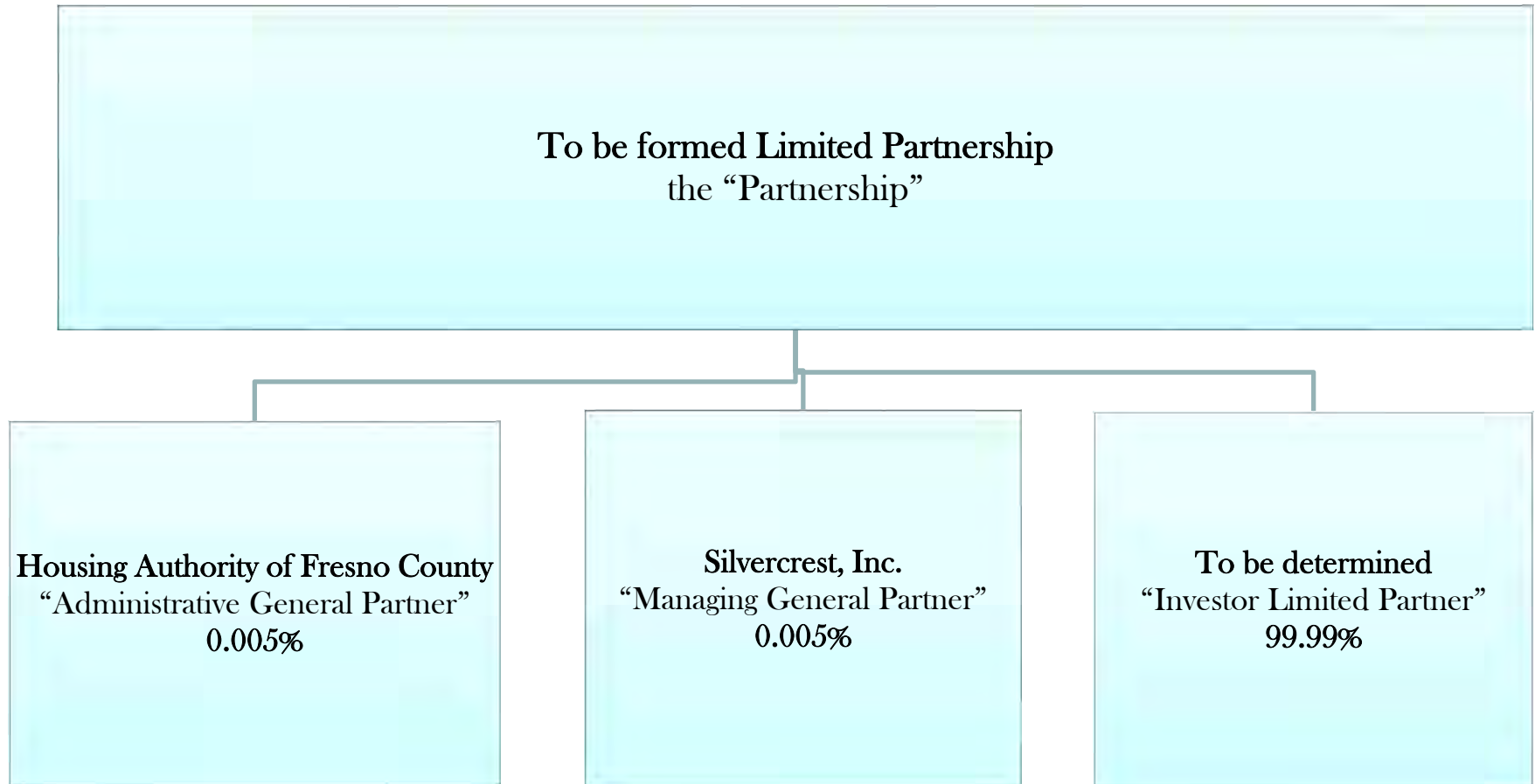


Exhibit B - Site Plan



9000 HANCOCK AVENUE
FRESNO, CA 93711
508.444.0000
WWW.RLDV.COM



OAK GROVE
595 BIGGER STREET
Parlier, CA

FOR:
HOUSING AUTHORITY OF
FRESNO COUNTY, CALIFORNIA

NO.	DATE	REVISION
12.20.2016	PLANNING SUBMISSION	
02.16.2017	OWNER REVIEWING	

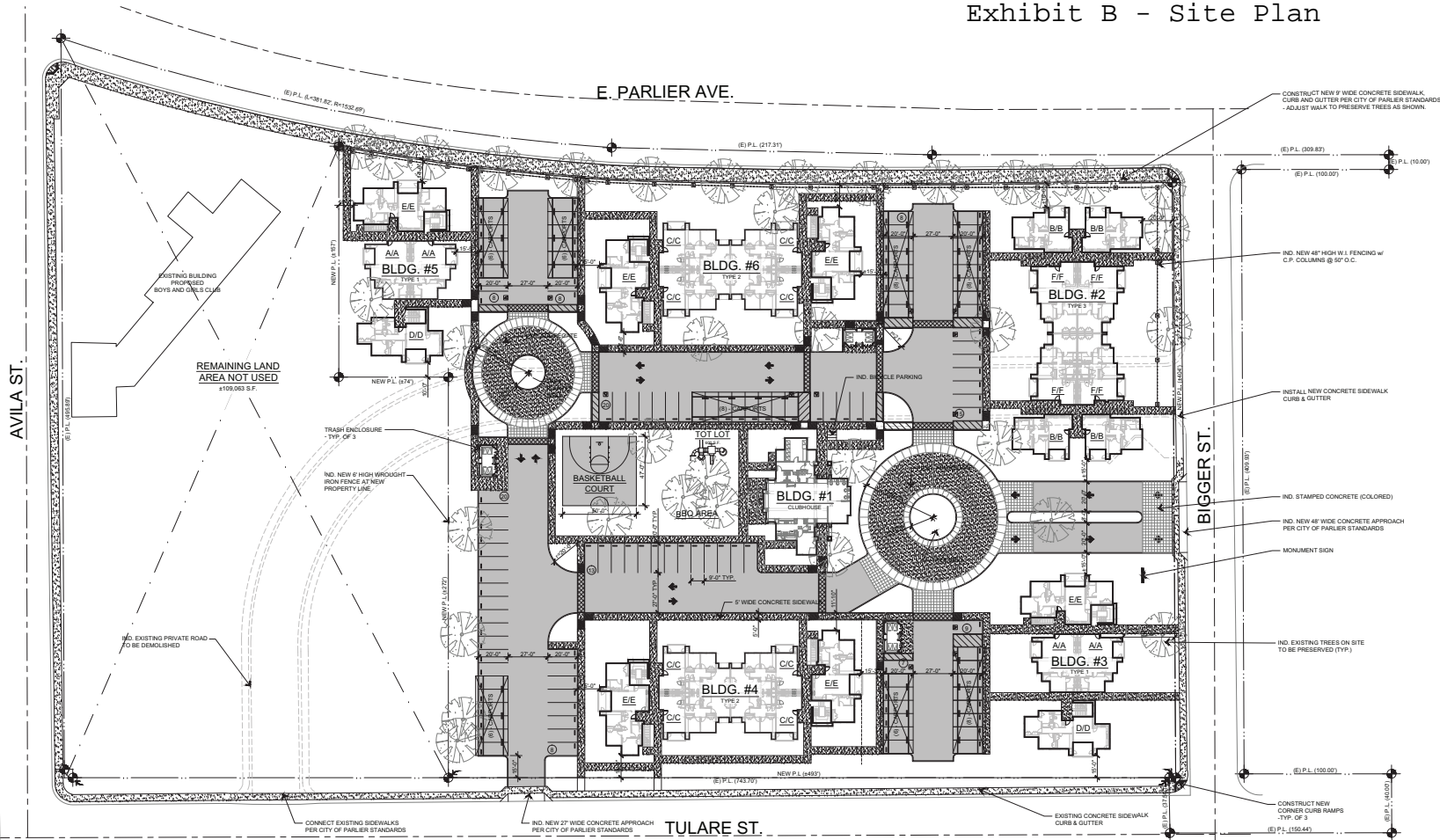
SHEET TITLE:

ARCHITECTURAL
SITE PLAN

SCALE: 1"=30'-0"

SHEET NO.

PROJECT NO. 1524



PROJECT DEVELOPMENT INFORMATION

APPLICANT / DEVELOPER: HOUSING AUTHORITY OF FRESNO COUNTY,
1331 PLATON MALL
FRESNO, CA 93776
PH. NO. 555-443-8482

SITE ADDRESS: 595 BIGGER STREET
PARLIER, CA 93648

A.P.N. 355-041-24T

TOTAL GROSS SITE AREA: 7.59 ACRES = 330,620 S.F.
NET SITE AREA: 5.00 ACRES = 217,800 S.F.
NET PROJECT REMAINING AREA: 2.59 ACRES = 112,824 S.F.

LAND USE (GENERAL PLAN): RESIDENTIAL - MEDIUM LOW DENSITY

COMMUNITY PLAN: NA

ZONING - EXISTING: R2

ZONING - PROPOSED: R2

ALLOWABLE DENSITY: 14.5 UNITS / ACRE = 1 UNIT PER 3000 S.F.

PROPOSED DENSITY: 56 UNITS = 12 UNITS / ACRE
1 UNIT PER 3616 S.F.

TOTAL UNITS PROPOSED: 56

OCCUPANCY GROUPS: R-2, A-2, B

CONSTRUCTION TYPE: V-B

FIRE SPRINKLERS: YES - NFPA-13 AT ALL BUILDINGS

PROPOSED STORES: 2

ALLOWABLE BUILDING HEIGHT: 35'-0" OR 2.5 STORES

PROPOSED BUILDING HEIGHT: 35'-0" MAXIMUM

REQUIRED YARDS:

- FRONT (BIGGER ST.) - NEW 6'-0" HIGH W.I.
- REAR (AVILA ST.) - NEW 6'-0" HIGH W.I.
- SIDE (TULARE ST.) - NEW 6'-0" HIGH W.I.
- SIDE (E. PARLIER AVE.) - NEW 6'-0" HIGH W.I.

UNIT BREAKDOWN (NET SQUARE FOOTAGE / LIVING SPACE)

A UNIT - 2 BDRM. 2 BA. = (8) @ 941 S.F.	= 7,528 S.F.
B UNIT - 3 BDRM. 2 BA. = (8) @ 942 S.F.	= 7,536 S.F.
C UNIT - 3 BDRM. 2 BA. = (16) @ 1,177 S.F.	= 18,832 S.F.
D UNIT - 3 BDRM. 2 BA. = (14) @ 1,160 S.F.	= 16,240 S.F.
E UNIT - 4 BDRM. 2 BA. = (12) @ 1,372 S.F.	= 16,464 S.F.
F UNIT - 3 BDRM. 2 BA. = (8) @ 1,107 S.F.	= 8,856 S.F.
SUBTOTAL - RENTABLE = (56)	= 84,356 S.F.
*MAINTENANCE BLDG. = (1) @ 192 S.F.	= 192 S.F.
*CLUBHOUSE = (1) @ 2,877 S.F.	= 2,877 S.F.
TOTAL	= 87,425 S.F.

LOT BREAKDOWN (GROSS SQUARE FOOTAGE)

A UNIT - 2 BDRM. 2 BA. = (8) @ 975 S.F.	= 7,800 S.F.
B UNIT - 3 BDRM. 2 BA. = (8) @ 977 S.F.	= 7,816 S.F.
C UNIT - 3 BDRM. 2 BA. = (16) @ 1,207 S.F.	= 19,312 S.F.
D UNIT - 3 BDRM. 2 BA. = (14) @ 1,180 S.F.	= 16,520 S.F.
E UNIT - 4 BDRM. 2 BA. = (12) @ 1,402 S.F.	= 16,824 S.F.
F UNIT - 3 BDRM. 2 BA. = (8) @ 1,137 S.F.	= 9,096 S.F.
SUBTOTAL - RENTABLE = (56)	= 86,968 S.F.
*MAINTENANCE BLDG. = (1) @ 192 S.F.	= 192 S.F.
*CLUBHOUSE = (1) @ 2,877 S.F.	= 2,877 S.F.
TOTAL	= 89,137 S.F.

LOT COVERAGE - MAXIMUM ALLOWED: 45%

CLUBHOUSE: 3,165 S.F.

BUILDING TYPE 1 (5,824 S.F. x 2): 11,648 S.F.

BUILDING TYPE 2 (8,613 S.F. x 2): 17,226 S.F.

BUILDING TYPE 3 (10,296 S.F. x 1): 10,296 S.F.

MAINTENANCE BUILDING: 192 S.F.

BARBERS (8 x 20 x 95): 1,520 S.F.

SUBTOTAL: 54,601 S.F.

OPEN SPACE REQUIREMENTS

REQUIRED: NONE

PROVIDED: 4,480 S.F.

PARKING DEVELOPMENT DATA

PARKING REQUIRED: (7' x 16' MIN.)
1.5 STALLS / UNIT W/ 1 COVERED STALL FOR EACH UNIT
56 x 1.5 = 84 STALLS TOTAL REQUIRED

PARKING PROVIDED: (7' x 20')
TOTAL ASSIGNED COVERED STALLS: 56 STALLS
TOTAL UNASSIGNED COVERED STALLS: 50 STALLS
TOTAL UNASSIGNED OPEN STALLS: 118 STALLS
TOTAL PARKING PROVIDED: 106 STALLS (2.07 STALLS / UNIT)

ACCESSIBLE PARKING REQUIRED:
ASSIGNED COVERED ACCESSIBLE PARKING = 2% x 56 = 11 REQD. (4 PROVIDED)
UNASSIGNED OPEN ACCESSIBLE PARKING = 5% x 53 = 3 REQD. (8 PROVIDED)

BICYCLE PARKING REQUIRED:
2 BICYCLE STALLS

BICYCLE PARKING PROVIDED:
4 BICYCLE STALLS

MINIMUM DRIVE AISLE WIDTH: 27'-0"

SHEET INDEX:

P-1.0	ARCHITECTURAL SITE PLAN
P-1.1	CONCEPTUAL LANDSCAPE PLAN
P-1.2	ARCHITECTURAL SITE DETAILS
P-1.3	MAINTENANCE BUILDING
P-2.0	UNIT FLOOR PLANS
P-2.1	UNIT FLOOR PLANS
P-3.0	BUILDING TYPE "1" - BUILDING COORDINATION PLANS
P-3.1	BUILDING TYPE "1" - BUILDING ROOF PLAN
P-3.2	BUILDING TYPE "2" - BUILDING COORDINATION PLANS
P-3.3	BUILDING TYPE "2" - BUILDING ROOF PLAN
P-3.4	BUILDING TYPE "2" - EXTERIOR ELEVATIONS
P-3.5	BUILDING TYPE "3" - BUILDING COORDINATION PLANS
P-3.6	BUILDING TYPE "3" - BUILDING ROOF PLAN
P-4.0	CLUBHOUSE - FLOOR PLAN
P-4.1	CLUBHOUSE - ROOF PLAN
P-4.2	CLUBHOUSE - EXTERIOR ELEVATIONS



VICINITY MAP: PARLIER, CA

SCALE: N.T.S.

P-1.0

EXHIBIT C

Oak Grove

Pro Forma Sources and Uses		
Sources of Funds	<i>Amount</i> 2/22/2017	<i>Amount</i> 2/20/2018
HRFC Loan	\$ 1,950,000	\$ 1,337,350
Accrued/ Deferred Interest (HRFC)	\$ 61,204	\$ -
Accrued/ Deferred Interest (Seller Financing)	\$ 79,188	\$ -
HAFC Capital Funds/Operating Reserves Loan	\$ 685,000	\$ -
Sales Proceeds (Sunset Terrace II)		\$ 345,000
Sales Proceeds (Oak Grove)		\$ 660,000
AHP		\$ 550,000
Perm Loan		\$ 766,000
GP Contribution		\$ 100
LIHTC Equity	\$ 18,099,205	\$ 19,064,588
Total Sources of Funds	\$ 20,874,597	\$ 22,723,038
Uses of Funds	<i>Amount</i>	<i>Amount</i>
Construction Costs	\$ 12,338,676	\$ 15,221,522
Contingency	\$ 729,884	\$ 791,017
Permits/Impact Fees/etc.	\$ 204,261	\$ 204,261
Professional Fees	\$ 565,000	\$ 670,000
Relocation	\$ 700,000	\$ 750,000
Loan Fees and Other Soft Costs	\$ 3,641,985	\$ 2,390,820
Reserves	\$ 199,709	\$ 233,558
Developer Fee	\$ 2,495,082	\$ 2,461,860
Total Uses of Funds	\$ 20,874,597	\$ 22,723,038

Pro Forma Sources and Uses		
Sources of Funds	<i>Amount</i>	<i>Amount</i>
Seller Financing	\$2,340,000	\$2,340,000
LIHTC Equity	\$300,000	\$508,814
Total Sources of Funds	\$2,640,000	\$2,848,814
Uses of Funds	<i>Amount</i>	<i>Amount</i>
Acquisition Costs	\$2,340,000	\$2,340,000
Demolition	\$300,000	\$508,814
Total Uses of Funds	\$2,640,000	\$2,848,814

*Draft as of 2/21/18

Exhibit D

Oak Grove Residential Component Projected Stabilized Operating Budget

Unit Type	# Units	% AMI	SF/Unit	Net Rent Per Unit	Ann. Rent Total
2Bd/2Bath	4	30%	941-942	\$ 337	\$ 16,176
2Bd/2Bath	5	40%	941-942	\$ 472	\$ 28,320
2Bd/2Bath	4	45%	941-942	\$ 539	\$ 25,872
2Bd/2Bath	1	60%	941-942	\$ 580	\$ 6,960
3Bd/2Bath	4	30%	1160-1177	\$ 381	\$ 18,288
3Bd/2Bath	5	40%	1160-1177	\$ 537	\$ 32,220
3Bd/2Bath	4	45%	1160-1177	\$ 614	\$ 29,472
3Bd/2Bath	11	60%	1160-1177	\$ 814	\$ 107,448
4Bd/2Bath	3	30%	1,372	\$ 417	\$ 15,012
4Bd/2Bath	4	40%	1,372	\$ 591	\$ 28,368
4Bd/2Bath	3	45%	1,372	\$ 677	\$ 24,372
4Bd/2Bath	2	60%	1,372	\$ 938	\$ 22,512
2Bd/2Bath**No Subsidy	2	60%	941-942	\$ 742	\$ 17,808
3Bd/2Bath**No Subsidy	3	60%	1160-1177	\$ 848	\$ 30,528
3Bd/2Bath**Managers Unit	1		1,177		
PBRA Rental Subsidy					\$ 113,220
TOTAL REVENUE	56				\$ 516,576

RESIDENTIAL OPERATING EXPENSES	Per Unit	TOTAL
Management Fee	796	44,550
Advertising/Marketing	104	5,800
Legal and Accounting	266	14,900
Utilities (water, trash, electricity, gas, etc.)	929	52,000
Payroll: Onsite Manager(s)/Staff	1,429	80,000
Maintenance/Repairs	1,183	66,250
Real Estate Property Tax	268	15,000
Insurance	313	17,500
Services Amenities	400	22,400
Security Alarm	11	600
Contingency	357	20,000
Total Operating Expenses	6,054	339,000
Replacement Reserves	300	16,800
Total Operating and Reserve Budget	6,354	355,800

*Draft as of 2/21/18

Exhibit E

Oak Grove RESIDENTIAL COMPONENT - 15 YEAR CASH FLOW ANALYSIS

INCOME FROM HOUSING UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Schedule Rental Income	2.0%	\$ 403,356	\$ 411,423	\$ 419,652	\$ 428,045	\$ 436,606	\$ 445,338	\$ 454,244	\$ 463,329	\$ 472,596	\$ 482,048	\$ 491,689	\$ 501,522	\$ 511,553	\$ 521,784	\$ 532,220
PBRA Rental Subsidy		\$ 113,220	\$ 115,484	\$ 117,794	\$ 120,150	\$ 122,553	\$ 125,004	\$ 127,504	\$ 130,054	\$ 132,655	\$ 135,308	\$ 138,015	\$ 140,775	\$ 143,590	\$ 146,462	\$ 149,391
GROSS POTENTIAL INCOME - HOUSING		\$ 516,576	\$ 526,908	\$ 537,446	\$ 548,195	\$ 559,158	\$ 570,342	\$ 581,748	\$ 593,383	\$ 605,251	\$ 617,356	\$ 629,703	\$ 642,297	\$ 655,143	\$ 668,246	\$ 681,611
VACANCY ASSUMPTIONS																
Vacancy Loss	-7.0%	\$ (36,160)	\$ (28,800)	\$ (29,376)	\$ (29,963)	\$ (30,562)	\$ (31,174)	\$ (31,797)	\$ (32,433)	\$ (33,082)	\$ (33,743)	\$ (34,418)	\$ (35,107)	\$ (35,809)	\$ (36,525)	\$ (37,255)
TOTAL VACANCY LOSS		\$ (36,160)	\$ (28,800)	\$ (29,376)	\$ (29,963)	\$ (30,562)	\$ (31,174)	\$ (31,797)	\$ (32,433)	\$ (33,082)	\$ (33,743)	\$ (34,418)	\$ (35,107)	\$ (35,809)	\$ (36,525)	\$ (37,255)
EFFECTIVE GROSS INCOME		\$ 480,416	\$ 498,108	\$ 508,070	\$ 518,231	\$ 528,596	\$ 539,168	\$ 549,951	\$ 560,950	\$ 572,169	\$ 583,613	\$ 595,285	\$ 607,191	\$ 619,335	\$ 631,721	\$ 644,356
OPERATING EXPENSES & RESERVE DEPOSITS																
Operating Expenses	3.0%	\$ 324,000	\$ 333,720	\$ 343,732	\$ 354,044	\$ 364,665	\$ 375,605	\$ 386,873	\$ 398,479	\$ 410,434	\$ 422,747	\$ 435,429	\$ 448,492	\$ 461,947	\$ 475,805	\$ 490,079
Real Estate Taxes	2.0%	\$ 15,000	\$ 15,300	\$ 15,606	\$ 15,918	\$ 16,236	\$ 16,561	\$ 16,892	\$ 17,230	\$ 17,575	\$ 17,926	\$ 18,285	\$ 18,651	\$ 19,024	\$ 19,404	\$ 19,792
Replacement Reserve		\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,800
TOTAL EXPENSES & RESERVES		\$ 355,800	\$ 365,820	\$ 376,138	\$ 386,762	\$ 397,701	\$ 408,966	\$ 420,565	\$ 432,509	\$ 444,808	\$ 457,473	\$ 470,514	\$ 483,942	\$ 497,770	\$ 512,009	\$ 526,671
NET OPERATING INCOME		\$ 124,616	\$ 132,288	\$ 131,932	\$ 131,470	\$ 130,895	\$ 130,202	\$ 129,386	\$ 128,441	\$ 127,361	\$ 126,140	\$ 124,771	\$ 123,248	\$ 121,564	\$ 119,712	\$ 117,684
DEBT SERVICE																
Bank Loan		\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716
Total Required Debt Service		\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716	\$ 77,716
Net Cash Flow		\$ 46,900	\$ 54,572	\$ 54,216	\$ 53,754	\$ 53,179	\$ 52,486	\$ 51,670	\$ 50,725	\$ 49,645	\$ 48,424	\$ 47,055	\$ 45,532	\$ 43,848	\$ 41,996	\$ 39,968
DEBT SERVICE COVERAGE RATIO		1.60	1.70	1.70	1.69	1.68	1.68	1.66	1.65	1.64	1.62	1.61	1.59	1.56	1.54	1.51

BOARD MEMO

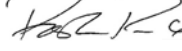
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1331 Fulton Street
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 9b

AUTHOR: Sheila Scheitrum

SUBJECT: Chinatown Housing Development – Architectural Services
Contract

Executive Summary

The Chinatown Housing Development project received an award of Transformative Climate Communities (TCC) funds on January 29, 2018. The project consists of two vacant parcels located on the Northeast corner of Mariposa and F streets (APNs: 467-065-06 and 07) on approximately 0.60 acres in Fresno, CA. The site is zoned DTN – Downtown Neighborhood that will allow for a combination of commercial and multifamily housing. Staff has a concept proposal for a 4 story, mixed-use development with commercial/retail space on the bottom floor, and up to 60 units of affordable workforce housing above. The site is within a quarter mile of the planned High Speed Rail Station, and aligns well with the goals, design elements and environmental requirements of the program.

As the result of an Agency Request for Qualifications (RFQ) (Q16001) on October 27, 2016, GGLO Architects was one of the five selected successful proposers as part of a general architectural services vendor pool. GGLO Architects were brought on board to complete preliminary architectural drawings for the submission of a site plan review to the City of Fresno for the Chinatown Housing Development.

The purpose of this memo is to recommend an expansion of the GGLO architectural contract for the development of detailed construction drawings and the administration of the construction phase for the Chinatown Housing Development.

Proposed Not to Exceed Contract Fees

Basic Services	\$702,111
<u>Additional Services</u>	<u>\$177,110</u>
Total Services	\$879,221
Reimbursable Items (estimated)	<u>\$70,950</u>
Total Architectural Costs	\$950,171

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority approve the proposed contract with GGLO Architects, to perform architectural services for the Chinatown Housing Development and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute all agreements and ancillary document in connection therewith.

Fiscal Impact

Staff is seeking approval for a contract price not to exceed \$950,171. The work will ultimately be paid for out of the project development budget with the sources of funding generated for this project. In the event that this development is not funded, the architect will be compensated for work completed to date and the contract will be terminated. \$1 million of HRFC has been previously approved by the Board for this project.

Background Information

The Chinatown Housing Development site consists of two vacant parcels located on the Northeast corner of Mariposa and F streets in close proximity to the planned High Speed Rail Station on approximately 0.60 acres in Fresno, CA. Staff envisions a mixed-use project with up to sixty (60) residential units and up to 4,700 sq. ft. of commercial space. Zoning for the site allows for construction of up to 6 stories.

GGLO Architects were selected due to their extensive experience with this product type and overall presentation. The firm has much experience with affordable housing and is familiar with design requirements of the various funding sources, including Low Income Housing Tax Credits.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**RESOLUTION APPROVING AWARD OF ARCHITECTURAL CONTRACT FOR
CHINATOWN HOUSING DEVELOPMENT, A PROPOSED 57 UNIT DEVELOPMENT IN
FRESNO, CA**

WHEREAS, the mission of the Housing Authority of the City of Fresno, California ("the Authority") includes the development and provision of affordable housing units within the City boundaries; and,

WHEREAS, the Authority is obligated to provide housing opportunities for low and moderate income households within a variety of neighborhoods; and,

WHEREAS, the Authority desires to develop a family housing community project that will serve households with incomes between 30-60% of the Area Median Income; and,

WHEREAS, the Chinatown Housing Development received a funding award from the California Strategic Growth Council Transformative Climate Communities (TCC) funding on January 29, 2018; and,

WHEREAS, the Authority is the developer of the Chinatown Housing Development, a multi-family housing development located in Chinatown on the corner of Mariposa and F streets in Fresno, CA, 93706 (APN's 467-065-06, 467-065-07); and,

WHEREAS, the Authority desires to enter into an Architectural contract with GGLO Architects for Architectural services at said project for an amount not to exceed \$950,171;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate the terms of the aforementioned contract and supporting documents with GGLO for Architectural services for the Chinatown Housing Development.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. 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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F (559) 457-4294

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 9c

AUTHOR: Scott Berry

SUBJECT: Consideration of Funding Application – Orchard Farm Labor
Housing

Executive Summary

Orchard Farm Labor Housing (“Orchard”) is located at 295 S. Newmark Avenue in Parlier, CA (APN: 355-041-18T), near Tuolumne Street and Newmark Avenue, and currently serves as farm labor housing. Currently, the property receives housing assistance payments (HAP) from the United States Department of Agriculture (USDA), as well as a USDA mortgage that has an upcoming maturity date of August 2019. Accordingly, staff is evaluating opportunities to reposition and rehabilitate the property.

The Federal Home Loan Bank of San Francisco’s (FHLBSF) Affordable Housing Program (AHP) has a funding round open with applications due on March 5, 2018. Staff intends to submit an AHP application to ask for up to \$400,000 in funding. Staff currently envisions the project as the rehabilitation of 40 existing multifamily housing units with a new construction community room and onsite management unit. AHP funding is only one potential component of the total financing needs of the Project. As additional funding sources become available, staff will return to the Boards for future application approvals.

As part of the next phase in the Project development process, it is necessary for the Boards of Commissioners of the Housing Authority to adopt the attached resolution that will allow for the submission of the AHP application in order to facilitate the development.

Neither the submission of the AHP application nor the award of AHP project funding obligate the Fresno Housing Authority to implement the rehabilitation. Should the Boards of Commissioners accept the award, staff would pursue project financing to undertake the proposed revitalization of the property and would return to the Boards for financing commitments at that time.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolutions approving the necessary actions needed to move forward with an AHP application submission, and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive

Director, Angelina Nguyen, Chief of Staff, and/or their designee, to negotiate and execute documents in connection with the approved actions.

1. Authorize the undertaking of all actions necessary to assemble and submit an application for AHP funds.
2. Provide for other matters related thereto.

Fiscal Impact

Until the Boards approve a final project, only predevelopment expenses are to be incurred and allocated from the approved predevelopment budget. No financing commitment is being requested from the Boards of Commissioners at this time; should funds be awarded staff will present the Boards with financing options for their consideration.

Background Information

Orchard Farm Labor Housing is located in Parlier near Tuolumne St and Newmark Ave, just north of Manning Ave, and serves as farm labor housing. Currently, the property receives housing assistance payments (HAP) from the United States Department of Agriculture (USDA), as well as a USDA mortgage that has an upcoming maturity date of August 2019. Accordingly, staff is evaluating opportunities to reposition and rehabilitate the property.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION AUTHORIZING THE SUBMISSION OF A CITY OF FEDERAL HOME
LOAN BANK OF SAN FRANCISCO'S AFFORDABLE HOUSING PROGRAM
APPLICATION FOR THE BENEFIT OF ORCHARD FARM LABOR HOUSING
(APN: 355-041-18T)**

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

WHEREAS, Orchard Farm Labor Housing ("Orchard") is located at 295 S. Newmark Avenue in Parlier, CA and consists of 40 farm labor housing units; and,

WHEREAS, United States Department of Agriculture ("USDA") Housing Assistance Payments and a loan on the property mature in 2019; and,

WHEREAS, staff needs to reposition the loan and rehabilitate the property;

WHEREAS, the development of the Project (APN: 355-041-18T) is in line with the Authority's development goals; and,

WHEREAS, the Authority intends to submit a funding application to the Federal Home Loan Bank of San Francisco's ("FHLBSF") Affordable Housing Program ("AHP"); and,

WHEREAS, the Authority intends to undertake such actions as necessary to facilitate the Project's financing; and,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee, to submit an AHP application for the Orchard Development.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. 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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F (559) 457-4294

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 9d

AUTHOR: Sheila Scheitrum

SUBJECT: Highway City Centerpoint Development – Approval to Apply for Funding and extend Purchase and Sale Agreement

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to apply for funding and extend the existing Purchase and Sale Agreement for the Highway City Centerpoint Development (the “Project”). The Highway City Centerpoint Development is the affordable housing component of the larger partnership between Fresno Housing (“FH”) and Highway City Community Development, Inc. (“HCCD”) and Central Community Church (“CCC”) (collectively, the “Partners”) that also includes a community center.

Staff currently envisions the housing component as the new construction of 44 affordable units with up to 3,500 sq.ft. of community building space. It will be located on a vacant site on approximately 5 acres in the Highway City area in Fresno, CA (APNs: 510-03-17 & 25) and be adjacent to the first phase of the partnership, which will be the separate Highway City Community Center to be developed and operated by HCCD.

At the April 26, 2016 Board Meeting, the Board approved the submission of a HOME funds application for the proposed housing project; the project has not yet been selected to receive HOME Funds. The Board also approved entering into a Memorandum of Understanding (MOU) between the Partners for the development and possible joint ownership of the proposed affordable housing project. This included entering into a Purchase and Sale Agreement for \$120,000 with the Partners for the vacant land for the project. The conditional purchase and sale agreement for land expires on March 31, 2018.

Staff submitted another HOME application to the City of Fresno on February 9, 2018 in efforts to continue to develop a financing plan for the proposed development. To further those efforts, staff is requesting approval to submit an Affordable Housing Program (“AHP”) application to the Federal Home Loan Bank (“FHLB”) on March 5, 2018. Staff is also requesting approval to negotiate an extension of the Purchase and Sale Agreement.

Neither the submission of the AHP application nor the award of AHP project funding obligate the Fresno Housing Authority to implement the

development. Should the Boards of Commissioners accept the award, staff would pursue project financing to undertake the proposed construction of the property and would return to the Boards for financing commitments at that time.

Recommendation

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

1. Authorize the submission of an AHP funding application to the FHLB of San Francisco in the estimated amount of \$430,000.
2. Renegotiate and execute the purchase and sale agreement of the property, subject to final Board approval.
3. Provide for other matters related thereto.

Fiscal Impact

Until the Boards approve a final project, only predevelopment expenses are to be incurred. No financing commitment is being requested from the Boards of Commissioners at this time; should funds be awarded staff will present the Boards with financing options for consideration. There is no fee for submission of the AHP application. If funding is received, costs associated with pre-development activities would be reimbursed through the project. The proposed purchase and sale agreement between the Partners will be conditional based on securing full project financing.

Background Information

In April 2014, Fresno Housing staff began preliminary discussions with Highway City Community Development, Inc. ("HCCD") and Central Community Church ("CCC") regarding a potential partnership in the development of two related, but different projects in the Highway City area of Fresno: a Community Center (the "Community Center Project") and an affordable housing development (the "Highway City Centerpoint Development"), on vacant land owned by HCCD and CCC located on Polk Avenue between Shaw Avenue and Gettysburg Avenue in the Highway City area of Northwest Fresno. HCCD is leading the development and construction of the Community Center Project and Fresno Housing is leading the development of the affordable housing component of the project.

This partnership between the Fresno Housing Authority and Highway City Community Development, Inc. allows for the entities to combine their efforts and further each of their missions. The mission of HCCD is to transform Highway City and Central Unified School Communities into healthy communities of hope through holistic means. This aligns with the mission of Fresno Housing – To create and sustain vibrant communities throughout Fresno County. Fresno Housing serves 502 families in the immediate area. Of those families, 24 live in Marcelli Terrace, with 48 children. There are 478 HCV families in the immediate area, with 1,071 children. There is no community space currently at Marcelli Terrace and none in the immediate area for which to provide services to our HCV residents as well.

The preliminary master plan for the Highway City area envisions the Community Center as the first phase of development for the overall site. The second phase, an affordable housing development, is conceived as 44 units of new construction and a community building. An application for City of Fresno HOME funds was submitted on April 29, 2016, April 3, 2017 and again on February 8, 2018.

Community Center Project

The stand alone Community Center Project being developed by HCCD will consist of an approximately 5,600 sq.ft. community center which will have a nurse's office, recreation area, reading/library service, multipurpose room, 2 offices, kitchen, and a conference room. The Highway City neighborhood has very limited community facilities to support the delivery of services by the HCCD or other groups to residents of the neighborhood, including residents served by Fresno Housing.

HCCD, CCC and Fresno Housing have partnered together on the Community Center Project as the first phase of the overall project. At the May 24, 2016 Board meeting, the Board approved an HRFC (Housing Relinquished Fund Corporation) funding commitment of \$250,000 for the development of the Highway City Community Center. The Better Opportunities Builder Board has committed \$100,000 to the project. Central Community Church has also committed \$150,000 towards the Community Center Project financing. Granville Homes has committed a minimum of \$350,000. And the Fresno Library has committed \$150,000. The project plans are currently going through the building permit process with the City of Fresno. We are anticipating breaking ground in April 2018.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION AUTHORIZING THE SUBMISSION OF FUNDING APPLICATIONS FOR
THE HIGHWAY CITY CENTERPOINT DEVELOPMENT (APNs: 510-03-17 & 25),
RENEGOTIATING THE PURCHASE AND SALE AGREEMENT, AND OTHER MATTERS
RELATED THERETO**

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

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

WHEREAS, the Highway City Centerpoint Development (“the Project”), is planned to include 44 new construction units and a community building; and,

WHEREAS, the development of the Project (APNs: 510-03-17 & 25) is in line with the Authority’s development goals; and,

WHEREAS, the Board has authorized the submission of a City of Fresno HOME Funds application in April 2016, and the initial two funding applications were unsuccessful; and,

WHEREAS, the Board has authorized entering into a MOU with Central Community Church and/or Highway City Community Development, Inc. for the development and possible joint ownership of the proposed project; and,

WHEREAS, the Board has authorized entering into a conditional purchase and sale agreement with Central Community Church and Highway City Community Development, Inc. for the vacant land for the project; and,

WHEREAS, staff submitted a third City of Fresno HOME funds application on February 9, 2018; and,

WHEREAS, the conditional purchase and sale agreement in the amount of \$120,000 expires on March 31, 2018; and,

WHEREAS, the Authority intends to renegotiate the conditional purchase and sale

agreement with Central Community Church and Highway City Community Development, Inc. for the vacant land for the project;

WHEREAS, the Authority intends to undertake such actions as necessary to facilitate the Project's financing; and,

WHEREAS, the Authority desires to submit a funding application for the project to the Federal Home Loan Bank's (FHLB) Affordable Housing Program (AHP) ; and,

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to submit a funding application to the FHLB AHP program and executive related documents necessary for development of the project, and further approve renegotiating and executing the purchase and sale agreement with the Central Community Church and Highway City Community Development, Inc. for the Highway City Centerpoint Development.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/ Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 9e

AUTHOR: Angie Nguyen

SUBJECT: County of Fresno – Department of Social Services Amendment of Agreement for Family Unification Program at El Puente

Executive Summary

At the August 22, 2017 Fresno Housing (FH) Board meeting, the Board approved an extension to the Emergency Housing Agreement with the County of Fresno – Department of Social Services (DSS) to continue to operate this important family unification program. The Agreement provides funding for the operation of emergency housing at the El Puente housing complex. El Puente consist of 32 units located at 4041 Plaza Terrace Dr. Fresno, CA and is utilized by DSS on a referral basis to temporarily house families who require stable housing to reunify with their children. FH provides housing and property management services and the Department of Social Services provides case management and services.

In this current agreement, staff negotiated an increase to the annual budget amount(s) to address rising costs and increase the level of operational staffing provided by FH. The initial term of the Agreement is for three-years with two (2) additional one-year extensions for a total term of up to five years and became effective as of October 1, 2017. The total contract budget amount for the five (5) year term is \$2,263,768.00.

FH has a long standing partnership with DSS supporting the goal of family reunification. We have maintained a positive partnership for well over 30 years. For the past few years, FH and DSS have expressed the desire to expand and possibly relocate the unification program to a property that can better address the needs of the families served. The current location is not conducive to the higher quality of service that DSS can provide with more space and different design. There is also no open space for children.

Through ongoing analysis of the agency's assets and development pipeline, staff identified the opportunity to temporarily relocate the family unification program to the Sierra Terrace property (APN 467-261-03T) until a suitable permanent location is secured. The Sierra Terrace property would otherwise remain vacant as families transfer out of this property to other FH locations or accept housing choice vouchers. The families are being relocated as part of one of the agency RAD transactions. This new opportunity would allow DSS to expand and support up to 46 families with children at a site with greater amenities. Sierra

Terrace is owned by Silvercrest, Inc., an affiliate of FH, and has a total of 46 apartment units consisting of 1 to 5 bedroom units and associated office space.

As part of the next steps in the program transition plan, it is necessary to amend the Agreement with DSS, approved on August 22, 2017, to modify: i) the program relocation to Sierra Terrace, ii) increase the number of leased units from 32 to 46 plus office space, and iii) increase the total contract budget amount for the remaining term of the agreement to \$2,809,978 (approx.). If the amendment is approved by the FH Board and County Board of Supervisors, the transition would commence on or about May 1, 2018. Further, an agreement would also need to be approved and secured with Silvercrest, Inc. to utilize their property accordingly.

Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the Amendment to the existing Agreement with the County of Fresno – Department of Social Services for the purpose of transitioning the family unification program to Sierra Terrace and authorize Preston Prince, CEO/Executive Director and/or Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute the Agreement Amendment with DSS; and further authorize entering into an agreement with Silvercrest, Inc. for the use of Sierra Terrace.

Fiscal Impact

Approval of this agreement will secure additional funding for the remainder of the contract term of up to 5 years to continue to operate the family unification program in partnership with DSS. The funding amount approved in the Agreement will cover all expected FH direct operating costs, allow for minor capital improvements and purchase of additional furniture and household goods for the increased number of units. The total proposed contract amount for the 5 year term is \$2,809,908 (approx.).

Fiscal year 2017/2018 - \$250,547 (remainder of fiscal year, 5 months)

Fiscal year 2018/2019 - \$611,993

Fiscal year 2019/2020 - \$630,202

Fiscal year 2020/2021 - \$648,959

Fiscal year 2021/2022 - \$668,277

Background

Since 1984, Fresno Housing in collaboration with the County of Fresno - DSS has operated a 32 unit complex (El Puente) for the purpose of providing an emergency housing program. The operating funds for the family unification program are provided through a contract with the County of Fresno - DSS. Clients are eligible participants with DSS and referred to the facility through their program. The Agreement allows us to continue to provide temporary housing to families with children in the reunification process. The average length of stay is approximately 90 days.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT WITH THE
COUNTY OF FRESNO - DEPARTMENT OF SOCIAL SERVICES FOR THE FAMILY
UNIFICATION PROGRAM**

WHEREAS, the County of Fresno - Department of Social Services (DSS) has partnered with the Housing Authority of the City of Fresno (the "Authority") to operate the emergency housing program at the El Puente housing complex since 1984; and

WHEREAS, DSS and the Authority desire to continue the partnership and transfer the family unification program to Sierra Terrace (APN 467-261-03T) consisting of 46 apartment units and associated office space; and

WHEREAS, the Authority approves the amendment of the current Agreement with DSS which became effective on October 1, 2017 to continue the partnership with DSS with an initial three-year term, with an option for two additional one-year extensions; and

WHEREAS, the total amended contract amount is approximately \$2,809,978 for the remainder of the five (5) year term; and

WHEREAS, the Sierra Terrace property is owned by Silvercrest, Inc., an affiliate of the Authority; and

WHEREAS, the Authority desires to enter into an agreement with Silvercrest, Inc., for use of the property in accordance with the Agreement with DSS to operate the family unification program at Sierra Terrace; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of the City of Fresno hereby approves amending the Agreement with the County of Fresno- Department of Social Services and authorizes Preston Prince, CEO/Executive Director and/or Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute said Agreement.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: February 22, 2018

BOARD MEETING: February 27, 2018

AGENDA ITEM: 9f

AUTHOR: Blanca Navarro, Quality
Assurance Analyst

SUBJECT: Proposed Standard Lease, Public Housing Addenda, and
Grievance Procedure - Additional Changes

Executive Summary

The purpose of this board memo is to obtain approval for the proposed standard lease, public housing addenda and grievance procedures. The Department of Housing and Urban Development (HUD) Office of Public and Indian Housing rules establish both required and prohibited provisions for public housing leases. In addition, HUD requires that leases for public housing be approved by the Boards of Commissioners when substantive changes are made. Staff and legal counsel periodically review and update leases used for public housing residents as allowed or required by HUD and incorporate changes where appropriate.

During the recent review process, staff and counsel incorporated some substantial changes to the content of the lease and addenda as required by recent HUD Guidance. These changes include:

- Fair Housing (24 CFR 5.105) and Violence Against Women Act protections (24 CFR Part 5 Subpart L)
- Violence Against Women Act Addendum (PIH Notice 2017-08)
- Individual Relief of Utility Allowance (24 CFR 965.508)
- Flat rents not available to mixed households (PIH Notice 2016-05)
- Resident obligations to refrain from smoking (PIH notice 2017-03)
- Hearing officer to be utilized for grievances (PIH Notice 2016-05)
- Removal of arbitration language from grievance procedures (PIH Notice 2016-05)

In addition, staff updated the format of the lease documents and included standard language required per California Tenant Landlord laws and/or applicable regulations to provide consistency across programs where possible and to make the leasing process more efficient. Staff and counsel also prepared the addenda to comply with specific applicable program requirements. The

proposed draft lease documents have also taken into consideration comments received from the public.

The proposed standard lease, public housing addenda and grievance procedure is attached and general sections in the documents are highlighted.

A 30-day written notice will be provided to each affected resident as required by HUD regulations. The written notice will include information highlighting the proposed modifications, the reasons supporting the changes and provide tenants an opportunity to submit written comments for consideration.

Upon Board approval, the required 30-day notice will be delivered to each resident. Any comments received by residents will be reviewed by staff and additional updates to the lease will be returned to the Boards for consideration, if necessary.

Recommendation

It is recommended that the Board of Commissioners approve and adopt the attached standard lease, public housing addenda, and grievance procedures upon review by agency counsel and receipt of written comments by residents.

Fiscal Impact

There is no direct financial impact to the agency or the residents.

Background Information

The Department of Housing and Urban Development (HUD) Office of Public and Indian Housing rules establish both required and prohibited provisions for public housing leases. In addition, public housing authorities are permitted to add other provisions as long as they are considered reasonable. In the case of any conflict between the proposed standard lease and state law, the lease adopted must follow the rule that is the most beneficial to the tenant. The requirements for public housing leases are detailed in 24 CFR Part 966 Subpart A.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE STANDARD LEASE, PUBLIC HOUSING ADDENDA,
AND GRIEVANCE PROCEDURES**

WHEREAS, the Agency provides safe, decent and well-maintained rental housing throughout Fresno County; and

WHEREAS, the Housing Authority of the City of Fresno (Agency) owns, maintains, and/or manages public housing and affordable housing units throughout Fresno County; and

WHEREAS, in accordance with 24 CFR 966.4 (A) (3), the Agency may update its lease form from time to time.

WHEREAS, the agency is proposing updates to the standard lease, public housing addenda, and grievance procedures to ensure it is in compliance with current HUD regulations; and

WHEREAS, as we move forward with expanding our housing portfolio there is a need to augment the standard lease to ensure consistency across programs and compliance with, HUD, State and local laws; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby adopt and incorporate the proposed standard lease, public housing addenda, and grievance procedures

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE STANDARD LEASE, PUBLIC HOUSING ADDENDA,
AND GRIEVANCE PROCEDURES**

WHEREAS, the Agency provides safe, decent and well-maintained rental housing throughout Fresno County; and

WHEREAS, the Housing Authority of the County of Fresno (Agency) owns, maintains, and/or manages public housing and affordable housing units throughout the County of Fresno; and

WHEREAS, in accordance with 24 CFR 966.4 (A) (3), the Agency may update its lease form from time to time.

WHEREAS, the Agency is proposing updates to the standard lease, public housing addenda, and grievance procedures to ensure it is in compliance with current HUD regulations; and

WHEREAS, as we move forward with expanding our housing portfolio there is a need to augment the lease to ensure consistency across programs and compliance with, HUD, State and local laws ; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno hereby adopt and incorporate the proposed standard lease, public housing addenda, and grievance procedures

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY 2018. 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

RESIDENT LEASE AGREEMENT

[PROPERTY NAME]

RESIDENT NAME(S)	TOTAL NO. PERSONS IN HOUSEHOLD	BEDROOM COUNT
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black;"></div>		
UNIT ADDRESS	DWELLING UNIT NO.	MONTHLY RENT
MANAGEMENT ADDRESS	MANAGEMENT CONTACT	EFFECTIVE DATE

This RESIDENT LEASE AGREEMENT is effective this _____ day of _____, 20__ and is made between _____ (“MANAGEMENT”) and _____ (“RESIDENT”). In reliance upon statements made in the RESIDENT's housing application, MANAGEMENT hereby agrees to lease to RESIDENT the dwelling unit #_____ (“Dwelling Unit”) according to the following terms and conditions. As used throughout, the term “Lease” shall mean this document and all addenda attached hereto and listed in Section 20.

1. TERM OF LEASE

- a. The initial term of this Lease shall be for a period of twelve (12) months.
- b. **Renewal.** After the initial term, this Lease shall be automatically renewable, except for non-compliance with the Lease or applicable program requirements, or another reason described in this Lease and any addenda attached to and incorporated into this Lease.
- c. **Termination.** This Lease may be terminated by either party as set forth in Section 16 and the applicable addenda attached to and incorporated into this Lease.
- d. **Unit Type.** One or more federal, state, or local affordable housing and/or rental assistance programs (e.g Low-Income Housing Tax Credit (LIHTC), HOME Investment Partnerships Program (HOME), Project-Based Voucher (PBV) among others) may govern the premises. RESIDENT will be required to comply with all program requirements applicable to his/her unit, commencing from time of occupancy. Specific program requirements not mentioned in this Resident Lease Agreement are shown in the applicable lease addenda attached hereto. This Resident Lease Agreement and applicable addenda are intended to read together, and shall hereinafter collectively be referred to as and comprise the “Lease”. If there is any conflict between the terms of this Resident Lease Agreement or any applicable lease addendum, the most stringent requirements shall control.

2. **MEMBERS OF HOUSEHOLD.** Occupancy in the Dwelling Unit is limited to the RESIDENT(s) listed above and the following members of the household:

Member Name	D.O.B.	Masked SSN	Member name	D.O.B	Masked SSN
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

3. RENT PAYMENTS

- a. **Monthly Rent.** The monthly rental amount of \$_____ shall be due and payable in advance on the first day of each month.
- b. **Prorated Rent.** If tenancy does not begin on the first day of the month, RESIDENT shall pay the initial prorated rent payment of \$_____ at the time this lease is signed for the period beginning on _____, and ending on _____. Beginning _____, RESIDENT shall pay the monthly rent as provided in Paragraph (a) of this section on or before the first day of each month. RESIDENT shall be personally responsible for rent payments due. NO PARTIAL RENT PAYMENTS WILL BE ACCEPTED.
- c. **Late Charges.** A late payment charge of \$20.00 will be assessed after the grace period set forth in the applicable lease addendum. **Failure to pay rent prior to the date late payments are assessed shall constitute good cause for eviction.** Repeated late payments, meaning more than four (4) late payments within a twelve (12) month period, shall constitute good cause for eviction.
- d. **Payment Location.** Unless otherwise specified, rent and other charges must be mailed to "LOCKBOX" at [Designated Lockbox Address], payable to MANAGEMENT. All mailed payments must be post marked by the last day of the applicable grace period considered on time.
- e. If RESIDENT terminates this Lease as set forth in Section 16 and the lease addenda, any rents already paid or any rents due shall be prorated daily after the date of expiration of the thirty (30) day required notice period. If RESIDENT vacates without notice, he/she shall be charged rent for the thirty (30) days after MANAGEMENT learns the unit is vacated. Rental credits or charges shall be based upon actual days per month. This rent will remain in effect unless adjusted by MANAGEMENT after an annual or interim reexamination of the household composition and income as explained in Addendum 1, or as a result of program required rent increases.
- f. IT IS EXPRESSLY UNDERSTOOD AND AGREED that, in the event the RESIDENT is transferring from another MANAGEMENT-operated Dwelling Unit, payment of any unpaid balance due under the previous lease shall become a part of the consideration of this lease.

- g. Cash payments prohibited.** Payments are to be made in the form of money order, cashier's check or personal check. Residents who have submitted a personal check that is returned for insufficient funds or written on a closed bank account will be charged a returned check fee (also known as Non-Sufficient Funds (NSF) bank fee) of up to \$25.00 for the first returned check, and up to \$35.00 for any subsequent returned check. Residents who submit more than two (2) personal checks that are not honored for payment shall be required to make future payments by cashier's check or money order.

4. SECURITY DEPOSIT

- a.** Upon signing this Lease, RESIDENT also agrees to pay MANAGEMENT a security deposit of \$_____. MANAGEMENT will retain the security deposit until the last RESIDENT household member vacates the Dwelling Unit. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the Dwelling Unit.
- b.** Upon termination of the Lease, MANAGEMENT may apply the security deposit towards:
- i. Any rent, late fee, maintenance material and labor, excess utility, returned check fee, legal fees, and/or other charges owed by the RESIDENT;
 - ii. The cost of repairing any damages to the Dwelling Unit caused by RESIDENT, other household members, or guests, or pet(s) beyond normal wear and tear; and
 - iii. The cost of cleaning the Dwelling Unit.
- c.** MANAGEMENT agrees to return the security deposit within three (3) weeks from the date the last RESIDENT household member vacates the Dwelling Unit less any deductions for any of the costs indicated in subsection (b) above. If RESIDENT does not supply MANAGEMENT with a forwarding address, the security deposit will be returned to RESIDENT's last known address. If such deductions are made, MANAGEMENT will give RESIDENT a written statement of any such costs for damages and/or charges deducted from the security deposit.

5. UTILITIES

- a.** MANAGEMENT will supply the following utilities and appliances:

- ☐ Water
- ☐ Gas
- ☐ Electric
- ☐ Trash collection
- ☐ Sewer utility services
- ☐ Heat
- ☐ Air Conditioning
- ☐ Cable
- ☐ Internet
- ☐ Stove Range
- ☐ Refrigerator
- ☐ Microwave
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

- b. MANAGEMENT shall provide RESIDENT with a monthly utility allowance. The applicable Schedule of Utility Allowance is attached and incorporated to this Lease. The utility allowance has been subtracted from the household's formula rent or applicable gross rent to determine the monthly rental amount stated above.
- c. RESIDENT agrees to promptly pay for electricity, gas, heat and/or all other utilities not provided by MANAGEMENT pursuant to Section 5(a).
- d. RESIDENT shall immediately notify MANAGEMENT if he/she cannot maintain any utility service for which he/she is responsible. RESIDENT shall be charged for all damages resulting from failure to maintain utilities or failure to notify MANAGEMENT except for causes beyond RESIDENT's control. Failure to remain current on utility bills (thus causing the utility company to discontinue service or charge MANAGEMENT for utility services), or the sharing or borrowing utilities may be deemed good cause for eviction.

6. OCCUPANCY OF THE DWELLING UNIT

- a. RESIDENT agrees to use (or permit the use of) the Dwelling Unit solely as a private Dwelling Unit for the RESIDENT and members of his/her household listed in Section 2 of this Resident Lease Agreement. RESIDENT and the household members authorized to reside in the Dwelling Unit in accordance with the Lease shall have the right to exclusive use and occupancy of the leased unit, including the accommodation of permitted guests.
- b. With written consent of MANAGEMENT, RESIDENT'S household may include foster children and a live-in aide to care for a member of RESIDENT'S household, provided the accommodation of such person(s) conforms to MANAGEMENT'S occupancy standards. Any live-in aide approved by MANAGEMENT to also occupy the unit is subject to screening for suitability requirements and shall not be considered as a remaining family member with residual rights to housing benefits.
- c. **Changes to RESIDENT Household Composition.** Any additions to the household members named on this lease, including live-in aides and foster children but excluding additions by natural birth, adoption, or court-awarded custody require advance written approval by MANAGEMENT. Such approval will be granted only if the new household member(s) pass MANAGEMENT'S screening criteria. RESIDENT agrees to wait for MANAGEMENT'S approval before allowing additional person(s) to move into the premises. RESIDENT shall report all additions and removals of the household members named on the lease to MANAGEMENT in writing within ten (10) business days of the occurrence. RESIDENT's failure to comply with this provision will be considered a material violation of the material terms of the Lease, for which MANAGEMENT may terminate the Lease.
- d. **Guest Policy.** The occupancy provisions in this Lease allows for the accommodation of RESIDENT's guests, for a consecutive period not to exceed one (1) week each year without prior approval of MANAGEMENT. Guests may be permitted in a Dwelling Unit as long as they have no previous history of behavior that would be a lease violation.
- e. **Absence from Unit.** MANAGEMENT may take appropriate steps to terminate tenancy if RESIDENT and all other household members are absent from the Dwelling Unit for an "extended absence" as specified in Addendum 1. Household members who are deemed "permanently absent", as such term is defined in Addendum 1, will be removed from the

Lease. An extended absence alone would constitute grounds for an Unlawful Detainer Action (UDA) based on cause, regardless of whether or not RESIDENT continues to pay rent.

7. BANNING. MANAGEMENT may ban a non-resident, including but not limited to a guest or visitor of RESIDENT, from the housing complex for twelve (12) consecutive months if the non-resident commits one or more of the following acts in or upon any area of complex within a twelve (12) month period:

- a. Commits any misdemeanor or infraction that disturbs the peaceful enjoyment of the complex, including without limitation illegal drug activity or violent criminal activity;
- b. Destroys MANAGEMENT's property or private property;
- c. Continues to interfere with the job responsibilities of a MANAGEMENT employee or vendor; and/or
- d. Continues to disturb the peaceful enjoyment other residents of the complex.
- e. MANAGEMENT may also ban persons who have previously been evicted from the premises or any other MANAGEMENT properties.

8. CURFEW AND LOITERING. No minor under the age of 18 years shall remain in or upon any common area of the housing complex or within the managed community, including but not limited to a road, curb area, sidewalk, parking lot, alley, park grounds, playground, basketball court, hallway, stairway, laundry or recreational room, community center, or other common area grounds, place, building, or vacant lot between the hours of 10:00 p.m. on any day and 6:00 a.m. of the immediately following day, except for within an apartment unit or private yard area, unless a valid exception exists, as described in Addendum 1. Adults and minors are prohibited from loitering in common areas.

9. RESIDENT OBLIGATIONS. As a condition of this Lease, RESIDENT agrees to:

- a. Comply with any applicable conditions of occupancy or house rules put in place by MANAGEMENT for the housing complex, including but not limited to those referenced in this Lease;
- b. Comply with all obligations imposed upon residents by applicable provisions of state and local building and housing codes materially affecting health and safety; maintain the premises in a manner that prevents the growth of mold, mildew or other fungi by reducing or eliminating the sources of excessive moisture.
- c. Report immediately to the appropriate federal, state or local governmental agency and MANAGEMENT, any case of infectious or contagious disease occurring in the household or among any persons living or staying in the Dwelling Unit;
- d. Keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition and maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. RESIDENT shall remove clutter, and avoid using appliances, electronics, and furnishings that have the presence of bedbugs. RESIDENT shall immediately report any signs of bedbugs to MANAGEMENT;

- e. Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- f. Use only in a reasonable manner electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities;
- g. Promptly notify MANAGEMENT of the need for repairs to the Dwelling Unit and known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury;
- h. Refrain from, and cause his/her household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or complex;
- i. Pay for the repair of all damages, except for normal wear and tear, to the premises, complex buildings, facilities or common areas, which were caused by the RESIDENT, members of the household or guests;
- j. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their Dwelling Unit and will encourage the maintaining of the complex in a decent, safe and sanitary condition;
- k. To act in a cooperative manner with neighbors, vendors and/or MANAGEMENT's staff; and to refrain from and cause members of RESIDENT's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, vendors and/or MANAGEMENT's staff;
- l. Refrain from, and cause household members to refrain from, knowingly allowing non-resident person(s) that have been banned by MANAGEMENT to access the premises and/or Dwelling Unit as guests or visitors of the RESIDENT or other household members;
- m. Refrain from, and cause household members and guests to refrain from using the premises for any illegal purpose or engaging in criminal activity including, but not limited to:
 - i. Violent or other criminal activity that threatens the health, safety, or right of other residents to peaceful enjoyment of the premises. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest, or other person under RESIDENT'S control will not be cause for termination of the Lease and occupancy rights;
 - ii. drug-related criminal activity on or near the premises; and
 - iii. other activities which impair the physical or social environment of the complex;
- n. Refrain from making any repairs or alterations, or installing equipment (including satellite dishes, cable, and/or internet equipment) without the prior written consent of MANAGEMENT;
- o. Maintain the grounds and landscaping adjacent to his/her Dwelling Unit. In the event RESIDENT fails or neglects to maintain grounds as assigned, RESIDENT shall pay to MANAGEMENT any and all expenses incurred by MANAGEMENT in the maintenance or

repair of said grounds rendered necessary by such failure or neglect on the part of RESIDENT. MANAGEMENT may exempt elderly or disabled residents from this obligation;

- p. Obey all traffic signs within the housing complex;
- q. Refrain from posting or displaying on or about the premises any political sign that is larger than six square feet in size, or a posting that would violate a local, state, or federal law.
- r. Regularly test the smoke detector(s) and carbon monoxide device(s) and agrees to notify MANAGEMENT immediately of any problem, defect, malfunction or failure of the smoke detector(s) or carbon monoxide device(s). Resident must not alter, disconnect or tamper with any smoke detector and/or carbon monoxide devices installed in dwelling. In accordance with California law, RESIDENT shall allow MANAGEMENT and/or MANAGEMENT's staff or other representative access to the Dwelling Unit for the maintenance of smoke detectors and carbon monoxide devices;
- s. Promptly notify MANAGEMENT of any extended absences, as defined in Addendum 1;
- t. Not assign, lease, sublease or otherwise transfer the unit; and
- u. Comply with all other resident obligations listed in Addendum 1 and other applicable lease addenda.

10. MANAGEMENT OBLIGATIONS. MANAGEMENT agrees to:

- a. Maintain the premises and the complex in a decent, safe and sanitary condition;
- b. Comply with requirements of applicable state and local building codes and regulations established by the U.S. Department of Housing and Urban Development ("HUD") materially affecting health and safety;
- c. Make necessary repairs to the premises, at its own expense, except as otherwise provided in this Lease;
- d. Keep complex buildings, facilities and common areas not otherwise assigned to the RESIDENT for maintenance and upkeep, in a clean and safe condition;
- e. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by MANAGEMENT.
- f. Provide and maintain receptacles and facilities (except containers for the exclusive use of an individual RESIDENT household) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the RESIDENT;
- g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except when heat or hot water are generated by an appliance within the exclusive control of the RESIDENT and supplied by a direct utility connection;

- h. Inspect the Dwelling Unit prior to the commencement of the Lease and periodically throughout RESIDENT's occupancy;
- i. Provide RESIDENT with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum as an attachment to the Lease only for those units originally constructed prior to 1978;
- j. Provide RESIDENT with a copy of MANAGEMENT's Housekeeping Standards as a part of RESIDENT's move-in orientation;
- k. Provide upon legitimate request from a law enforcement officer, the current address, social security number and photograph (if applicable) of any recipient of assistance who is a fugitive, felon and/or parole or probation violator;
- l. Reserve the right, to be exercised by its employees, to exclude non-residents, including but not limited to guests, who conduct themselves in a manner to disturb the residents' peaceful enjoyment of their accommodations, community facilities or other areas of MANAGEMENT's property, or violate MANAGEMENT's banning regulations to the extent allowable by all applicable laws and/or regulations;
- m. Verify documents relating to the eligibility, certification, recertification assets, income, and deductions from income; and
- n. Consider lease bifurcation or remove a household member from a lease in certain circumstances to protect victims of domestic violence, dating violence, sexual assault, or stalking in accordance with 24 CFR Part 5, Subpart L; and
- o. Take affirmative steps to communicate with people who need services or information in a language other than English.

11. MAINTENANCE AND REPAIR CHARGES.

- a. RESIDENT shall pay for all maintenance and repair charges (except for normal wear and tear) for damages to the Dwelling Unit, housing complex buildings, facilities, and common areas if the need for such maintenance is caused by a wrongful act or omission of the RESIDENT, other members of RESIDENT'S household, guests, pets and/or any other person under the RESIDENT'S control.
- b. If MANAGEMENT employees do the repair work, the basis for the charges to the RESIDENT shall be the Schedule of Charges maintained by MANAGEMENT. If MANAGEMENT uses an outside contractor to make repairs, the basis for charges to the RESIDENT shall be the bill submitted to MANAGEMENT, plus a reasonable overhead as set forth in the Schedule of Charges. This Schedule of Charges is incorporated herein by reference as part of this lease agreement. Copies of the Schedule of Charges are posted in MANAGEMENT'S office and may be obtained upon request by the RESIDENT. Such charges shall be billed to RESIDENT and shall specify the items of damage involved.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY

- a. RESIDENT must immediately notify MANAGEMENT of any damage to the Dwelling Unit causing conditions that are hazardous to the life, health and safety of the occupants.

- b. MANAGEMENT shall make repairs within a reasonable time. The reasonable cost of these repairs shall be charged to the RESIDENT if the damage was caused by RESIDENT, his/her household or guests.
- c. If necessary repairs cannot be made in a reasonable time, MANAGEMENT will offer, if available, standard alternative accommodations, subject to any termination provisions of this Lease.
- d. In the event repairs are not made, or alternative accommodations are not provided in accordance with this section, rent may be abated in proportion to the seriousness of the damage and loss in value as a Dwelling Unit. **NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT REJECTS ALTERNATIVE ACCOMMODATIONS OR IF THE DAMAGE WAS CAUSED BY THE RESIDENT, RESIDENT'S HOUSEHOLD OR GUESTS.**

13. **UNIT INSPECTIONS.** MANAGEMENT has inspected the Dwelling unit prior to the commencement of the Lease and has identified no damp or wet building materials and knows of no mold, mildew or other fungal growth in the Dwelling Unit. However, mold and mildew spores are present throughout the natural environment and cannot be eliminated entirely from any dwelling place.

- a. **Move-In Inspection.** When RESIDENT moves in, MANAGEMENT and RESIDENT, or his/her representative, shall jointly inspect the Dwelling Unit and MANAGEMENT shall give RESIDENT a written inventory of the condition of the Dwelling Unit and the equipment therein. This inventory shall be signed by MANAGEMENT and RESIDENT.
- b. **Move-Out Inspection.** When RESIDENT moves out, MANAGEMENT, jointly with RESIDENT and/or representative, will inspect the Dwelling Unit and give RESIDENT a written statement of the charges for damage, if any, for which RESIDENT is responsible, in accordance with state law. If resident fails to appear for scheduled inspection appointment, RESIDENT is deemed to have waived his/her rights to be in attendance.
- c. **Other Inspection.** MANAGEMENT will inspect each unit at least once annually to determine compliance with the applicable programs requirements and/or other regulatory standards, as well as MANAGEMENT's Housekeeping Standards. MANAGEMENT may conduct special inspection(s) at least annually for housekeeping, unit conditions, preventative maintenance, routine maintenance, quality control, or if there is reasonable cause to believe an emergency exists.

14. **MANAGEMENT ACCESS TO DWELLING UNIT.** RESIDENT agrees that MANAGEMENT's duly-authorized agent, employee or representative may enter the dwelling for the following reasons:

- a. Upon a minimum 24-hour advance notification to the RESIDENT, MANAGEMENT will be permitted to enter the Dwelling Unit during reasonable hours to (i) perform routine inspections and maintenance, (ii) make improvements or repairs, or (iii) show the unit for re-leasing. A written statement specifying the purpose of MANAGEMENT's entry, delivered to the Dwelling Unit a minimum of 24-hour before such entry, shall be considered reasonable advance notification unless otherwise specified in Addendum 1.

- b. MANAGEMENT shall have the right to enter RESIDENT's Dwelling Unit without prior notice to RESIDENT if MANAGEMENT reasonably believes that an emergency exists which requires such entry.
- c. If RESIDENT and all other adult household members, if any, are absent from the Dwelling Unit at the time of MANAGEMENT's entry, MANAGEMENT must leave in the Dwelling Unit a written statement describing the date, time and purpose of such entry, and any emergency which necessitated the entry.
- d. If RESIDENT makes a service request, MANAGEMENT representatives may enter the Dwelling Unit in the event that RESIDENT and all adult members of the household are absent from the premises. At the time of entry, MANAGEMENT shall leave a written statement specifying date, time and purpose of entry, prior to leaving the premises.

15. **NOTICE PROCEDURES.** Except as otherwise provided in the lease, any notice to the RESIDENT shall be in writing and personally delivered to the RESIDENT or an adult member of the household residing in the Dwelling Unit or sent by pre-paid first-class mail, properly addressed to the RESIDENT. Notice to MANAGEMENT shall be in writing and delivered to the management office or sent by pre-paid first-class mail, properly addressed to MANAGEMENT. If RESIDENT is visually impaired, all notice will be made in an accessible format.

16. **TERMINATION OF LEASE**

- a. This lease may be terminated by RESIDENT at any time by giving Thirty (30) Day written notice as specified in Section 15.
- b. If RESIDENT terminates the lease, he/she agrees to move promptly and leave the unit in a clean and good condition until the keys are returned to MANAGEMENT'S office.
- c. If, through any cause, a signer of the Lease ceases to be a member of the RESIDENT household, this Lease shall terminate and a new lease will be signed by the responsible remaining member(s) of the household, so long as the household remains eligible for continued occupancy.
- d. If the RESIDENT transfers to another MANAGEMENT-operated Dwelling Unit or a unit owned and operated by the Housing Authority, this lease shall terminate and a new lease is to be executed by RESIDENT for the Dwelling Unit into which the household is to move.
- e. Except as provided in subparagraphs (b) and (c) of this section and any applicable lease addendum, MANAGEMENT shall not terminate or refuse to renew the lease other than for any member of the household's serious or repeated violation of material terms of the lease. Such serious or repeated violation of terms shall include, but not be limited to the following:
 - i. RESIDENT's failure to make payments due under the lease, fulfill his/her RESIDENT obligations, or for other good cause;
 - ii. Violation of Federal, State or local laws that impose obligations in connections with the occupancy or use of the housing premises ;
 - iii. Repeated late payment of rent;

- iv. Failure to pay utility bills when RESIDENT is responsible for paying such bills directly to the utility supplier;
- v. Misrepresentation of the household's principle place of residency, income, assets, or composition;
- vi. Discovery after admission of facts that made the resident ineligible;
- vii. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of continued occupancy. Program abuse or fraud refers to a single act or a pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead;
- viii. Failure to accept the MANAGEMENT's offer of a lease revision to an existing lease within the specified time period, provided that written notice of the offer of the revision is provided at least 30 calendar days before the lease revision is scheduled to take effect, unless otherwise specified in any applicable lease addendum;
- ix. Failure to timely supply any certification, release, information, or documentation of household income or composition when requested by MANAGEMENT;
- x. Serious or repeated damages to the Dwelling Unit, or the creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
- xi. Criminal activity on or off the premises by RESIDENT, household member, or guest(s), or any criminal activity engaged in or near the premises by any visitor or other person under RESIDENT's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents,
- xii. Drug-related criminal activity engaged on or off the premises by RESIDENT, member of the household, or guest(s), or any drug-related criminal activity engaged in or near the premises by any visitor or other person under the RESIDENT's control;
- xiii. Illegal drug use by a household member that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- xiv. RESIDENT or household member's conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing;
- xv. Discovery after admission of facts, that RESIDENT, household member, guest(s), or other person under RESIDENT's control failed to disclose previous criminal activity, drug-related criminal activity, or other repetitive and/or serious criminal activity that threatened the health, safety or right to peaceful enjoyment of other persons;
- xvi. Engaging in abuse or pattern of abuse of alcohol that MANAGEMENT determines interferes with the health and safety or right to peaceful enjoyment of the premises by other residents;
- xvii. Weapons or illegal drugs seized in the Dwelling Unit or on the premises by the law enforcement officer (s);

- xviii. Any fire on the premises caused by the RESIDENT, household members' or guest's intentional actions or neglect;
 - xix. Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers;
 - xx. Repeatedly acting or speaking in an abusive or threatening manner toward neighbors, guests, vendors and/or MANAGEMENT's staff;
 - xxi. Material violation of any applicable banning, curfew, and/or loitering regulations imposed by MANAGEMENT;
 - xxii. RESIDENT's failure to promptly notify MANAGEMENT of any actual or perceived extended absences;
 - xxiii. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or violating a condition of probation or parole imposed under Federal or State law.
 - xxiv. Allowing a person registered as a sex offender pursuant to California Penal Code §290 or similar statute to be present in the Dwelling Unit, common area, grounds, or parking areas of any project site at any time; and
 - xxv. Being deemed a registered sex offender pursuant to California Penal Code §290 or under any other provision of California or Federal law.
- f. The Lease, RESIDENT'S occupancy, and other assistance hereunder will not terminate solely because RESIDENT (or an affiliated individual of the RESIDENT as such term is defined in 24 CFR 5.2003) is the victim of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a household member, guest, or other person under RESIDENT'S control if the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act .
- g. Except as otherwise provided in the Lease and any applicable lease addendum, MANAGEMENT shall give RESIDENT 30 day written notice of termination of the lease.
- h. In the event the Dwelling Unit occupied by the RESIDENT under this lease is determined to be uninhabitable, this Lease shall automatically terminate.
- i. The agreements of this Lease and any rights given to MANAGEMENT under this lease shall continue and remain in full force and effect, even if MANAGEMENT fails to insist upon the strict performance of any lease provisions in any one or more instances. MANAGEMENT'S receipt of rent with the knowledge of RESIDENT's breach of any covenant or condition hereof shall not be deemed a waiver of such breach. MANAGEMENT'S waiver of any Lease provisions must be expressed in writing and signed by MANAGEMENT, its representative or agents.

17. FAIR HOUSING, EQUAL OPPORTUNITY, EQUAL ACCESS AND PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. HUD regulations regarding fair housing, equal opportunity, and equal access found in

24 CFR 5.105 shall apply to this Lease. If the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act, HUD's regulations in 24 CFR Part 5, Subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) shall also apply to this Lease.

18. ATTORNEYS' FEES. Unless otherwise specified or prohibited by other program regulations applicable to the Dwelling Unit, RESIDENT agrees to pay a reasonable attorney's fee and court costs in the event RESIDENT loses any court action to enforce any terms and conditions of this lease by MANAGEMENT.

19. CHANGES TO LEASE. This Lease, including all addenda, together with any future adjustments of rent or Dwelling Unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for in this Lease.

20. PROGRAM SPECIFIC REQUIREMENTS AND LEASE ADDENDA. RESIDENT is aware that the property may contain various types of subsidized housing units. RESIDENT will be required to comply with all program requirements applicable to his or her unit beginning from the start of RESIDENT's occupancy. The following lease addenda are attached to and were incorporated into this lease before it was signed:

- ☐ Addendum 1: Fresno Housing Authority ☐ Public Housing / ☐ Housing Choice Voucher/ ☐ Project-Based Voucher Tenancy Addendum
- ☐ HUD Tenancy Addendum - Section 8 Tenant-Based Assistance Housing Choice Voucher Program
- ☐ HUD Tenancy Addendum - Project-Based Voucher Program
- ☐ Housing Choice Voucher Statement of Family Responsibility
- ☐ Low Income Housing Tax Credit (LIHTC) Lease Addendum
- ☐ Occupancy Addendum (tax credit requirements)
- ☐ CA Low Income Housing Tax Credit (LIHTC) Lease Rider
- ☐ Conditions of Occupancy (House Rules)
- ☐ City/County HOME Addendum
- ☐ Violence Against Women Act Protections and Certification
- ☐ Violence Against Women Act Lease Addendum
- ☐ Smoke Detector Addendum
- ☐ Smoke-Free Policy Addendum
- ☐ Grilling Addendum
- ☐ Mold Notification Addendum
- ☐ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- ☐ Bedbug Addendum
- ☐ Pet Policy/ Pet Agreement
- ☐ Policy on Drug and Alcohol Use
- ☐ Schedule of Utility Charges
- ☐ Schedule of Rents and Maintenance Charges
- ☐ Other: _____
- ☐ Other: _____

The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service

Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community or residence and ZIP Code in which he or she resides

I/WE THE RESIDENT(S) WHOSE SIGNATURE(S) APPEARS IMMEDIATELY BELOW, HAVE READ AND DO UNDERSTAND AND HEREBY AGREE TO THE PROVISIONS OF THIS LEASE AND THE CONDITIONS OF OCCUPANCY SET FORTH IN THIS LEASE. I/WE HEREBY FURTHER AGREE THAT FAILURE TO OBSERVE AND FOLLOW SAID LEASE PROVISIONS AND CONDITIONS OF OCCUPANCY WILL BE JUST AND PROPER CAUSE FOR THE TERMINATION AND CANCELLATION OF THIS LEASE BY MANAGEMENT. I/WE HEREBY FURTHER AGREE THAT, UPON EXPIRATION OF THE TIME LIMIT CONTAINED IN ANY WRITTEN NOTICE OF CANCELLATION FROM MANAGEMENT REPRESENTATIVE, I/WE WILL VACATE THE PREMISES COVERED BY THIS LEASE WITHOUT DISTURBANCE OR DELAY. I/WE ALSO UNDERSTAND THAT THIS LEASE CONTAINS A PROVISION FOR THE AUTOMATIC RENEWAL FOR SUCCESSIVE TERMS OF ONE CALENDAR MONTH EACH, UNLESS TERMINATED BY THIRTY- (30) DAYS WRITTEN NOTICE BY RESIDENT, OR THIRTY- (30) DAYS WRITTEN NOTICE BY MANAGEMENT, OR AS OTHERWISE STATED HEREIN.

Dated this ____ day of _____, 20____

RESIDENT: _____
Head of Household

RESIDENT _____
Other Adult

RESIDENT: _____
Other Adult

RESIDENT _____
Other Adult

MANAGEMENT: _____
Owner/Agent

Addendum 1

HOUSING AUTHORITY OF THE CITY AND COUNTY OF FRESNO

PUBLIC HOUSING LEASE ADDENDUM

This Public Housing Lease Addendum ("Addendum 1") is an agreement between the _____ ("MANAGEMENT") and _____ ("RESIDENT"). This addendum supplements and is a part of the Resident Lease Agreement between the parties for the dwelling unit at [Unit Address] (the "Dwelling Unit"). As a condition of the Resident Lease Agreement, RESIDENT must also abide by the provisions of this Addendum 1.

While the Resident Lease Agreement leasing the Dwelling Unit and this Addendum 1 are intended to be read together, if there is any conflict between the terms of this addendum and other provisions in the Resident Lease Agreement, the language of this Addendum 1 will control. Together, the Resident Lease Agreement and all addenda (including this Addendum 1) shall hereinafter be referred to as and comprise the "Lease".

1. EXCLUSIVE USE AND OCCUPANCY

- a. In addition to other occupancy provisions in the Lease, RESIDENT agrees not to provide accommodations for boarders or lodgers.
- b. RESIDENT may use dwelling unit to engage in legal profitmaking activities only after obtaining prior written consent from MANAGEMENT, and if MANAGEMENT determines such activities are incidental to the primary residential use of the leased unit.
- c. **Absence from Dwelling Unit.** An "extended absence" for purposes of Section 6(e) of the Resident Lease Agreement occurs when the entire household is absent from the Dwelling Unit without notice to MANAGEMENT and for reasons other than health or an emergency for more than fourteen (14) consecutive days, whether or not rent has been paid. In the case of an extended absence, the Dwelling Unit will be considered to be abandoned, and MANAGEMENT will terminate the Lease. In such case, MANAGEMENT will follow state and local law procedures regarding abandonment and disposition of property, and unit repossession. Any individual household member will be considered "permanently absent" from the Dwelling Unit and removed from the Lease if he or she is away from the unit for sixty (60) or more days in a 12-month period for reasons other than health, emergency, or other special circumstance.

2. RENTAL PAYMENTS

The contracted monthly rent for the initial term of the Lease shall be \$ _____. This amount is determined by (CHOOSE ONE):

_____ a formula based on income and other information provided by the resident

_____ a flat rent based on the value of a _____-bedroom unit minus applicable Utility Allowance .

3. COLLECTION OF CHARGES FOR LATE RENT PAYMENTS, MAINTENANCE AND REPAIR, OR EXCESS UTILITY CONSUMPTION

- a. **Grace Period.** Any charges for late payment of rent, maintenance and repair charges that exceed normal wear and tear, or RESIDENT's consumption of excess utilities will not be due to and collectible by MANAGEMENT until two (2) weeks after MANAGEMENT gives RESIDENT written notice of the charges. Such notice constitutes an adverse action for the purpose of grievance procedures.

- b. **Individual Relief of Utility Allowance:** RESIDENT may request for relief from payment of utility supplier billings in excess of the Utility Allowance for resident-paid utilities. MANAGEMENT may grant such requests on reasonable grounds such as the special needs of elderly, ill, or disabled residents, or special factors affecting utility usage that are not within RESIDENT's control of the resident, as further described in the Schedule of Utility Charges. These Utility Allowance relief requests must be made to the designated MANAGEMENT staff of the development where RESIDENT resides.

4. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

- a. Each year in preparation for an annual reexamination, RESIDENT may choose to have rent his or her rent determined under the formula method or having their rent set at the flat rent amount. The Schedule of Rents incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of change and shall be given an opportunity to present written comments for consideration by MANAGEMENT. Flat rents are not available for "mixed" households (i.e. households whose members include those with and without citizenship or eligible immigration status) that receive prorated housing assistance.
- b. Every twelve (12) months if rent is based on a formula method or every thirty six (36) months if rent is based on Flat Rent. RESIDENT agrees to timely furnish accurate and conclusive information as requested by MANAGEMENT about income and employment. For household members with fixed sources of income, MANAGEMENT may verify income using a streamlined determination process whereby MANAGEMENT collects third-party verifications of income sources every three (3) years and determines the income from fixed sources for the intervening years using a verified cost of living adjustment or interest rate. RESIDENT also agrees to timely furnish accurate and conclusive information requested by MANAGEMENT about household composition at least annually. MANAGEMENT will use this information to determine whether the rental amount should be changed, whether the RESIDENT is still eligible for low rent housing, and the appropriateness of the dwelling size. This determination will be made in accordance with the provisions set forth in MANAGEMENT'S Statement of Policies governing leasing and occupancy posted in MANAGEMENT'S office.
- c. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of reexamination or the annual anniversary of the Lease execution date.
- d. When a reexamination is completed, MANAGEMENT will, if necessary, execute a new lease or mail a written "Notice of Review Determination" to the RESIDENT showing the change in the amount of the household's adjusted anticipated income and the change in monthly rent including the amount of retroactive rent (determined in accordance with paragraph 8) due, if any, resulting from such reexamination or redetermination. The

RESIDENT agrees to accept such “Notice of Review Determination” as an amendment to this Lease.

- e. Failure to complete certification(s) is a lease violation and repeated violations may result in termination of the Lease.
- f. The following types of families must provide receipts for the amounts claimed: Zero Income Households who report zero income and have no income excluded for rent computation; or households whose Total Tenant Payment equals the minimum rent; or households who report \$100 or less per month in total income. Households who fail to provide receipts for the amounts claimed will be in non-compliance with the Lease and will be subject to a 30-Day Notice to Vacate. MANAGEMENT will examine the household’s circumstances every 60 to 90 days until the household has a stable income. MANAGEMENT will verify income by requiring the household to certify how it meets certain living expenses and/or performing home visits.

5. PET DEPOSIT

If applicable, RESIDENT shall pay a refundable pet deposit of \$_____ upon signing the Lease. A full deposit must be paid before MANAGEMENT allows any approved pet on to the premises. MANAGEMENT will refund the deposit after the RESIDENT vacates the premises, less any amounts owed for damages made by the pet(s).

6. REPORTING INTERIM CHANGES IN INCOME AND HOUSEHOLD COMPOSITION

- a. The RESIDENT and/or a surviving household member must report all changes in the household’s composition or income to MANAGEMENT within ten (10) business days. Such changes include but are not limited to:
 - i. The loss of the RESIDENT head of household, or a household member, through death, divorce or other continuing circumstances; or the addition of a family member who, by marriage, remarriage or otherwise, should become the RESIDENT in accordance with MANAGEMENT policy.
 - ii. Additions to the household or a loss of household member. With the exception of household additions due to birth, adoption, or court awarded custody, MANAGEMENT must previously approve all additions.
 - iii. Any increase in household income. **Note:** Increases in household income do not have to be reported by households who have elected to pay a flat rent.
 - iv. Instances where households who opt for the flat rent request to have a reexamination and return to the formula based method at any time because of circumstances creating a financial hardship.
 - v. When there is a change in citizenship or eligible immigration status of any household member.
 - vi. When the amount of any allowance a household is entitled to increases or when a household becomes eligible for a new allowance.

- b. RESIDENT may report decreases in income and other changes that could reduce the RESIDENT's total payment.
- c. If these reported changes result in a decrease in the household's rent, the reduced rental rate shall become effective the first of the following month after the change occurred, when the change is reported, or when verification of decrease is received. **Note:** Reductions in welfare payments due to welfare fraud or failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.
- d. If the reported changes result in an increase in the RESIDENT's rent, the higher rental amount shall take effect on the first day of the second month following that in which the change occurred as a result of one or more of the following:
 - i. a of change in family composition;
 - ii. a change in source of income; and/or
 - iii. an income increase of \$200/month or more,
- e. RESIDENT agrees to accept a "Notice of Review Determination" as an amendment to the Lease following any redeterminations of RESIDENT rent or total payment.
- f. A household who is paying the minimum rent, but is unable to pay the minimum rent because of financial hardship, has the right to request a hardship exemption.
- g. RESIDENT must promptly furnish to MANAGEMENT any letter or notice received from HUD concerning the amount or verification of the household's income. MANAGEMENT will verify the accuracy of the income information received and change the amount of rent as appropriate.
- h. Lack of complete disclosure of household members' income and assets or indications that the RESIDENT is deliberately obstructing efforts to obtain said information, may jeopardize the RESIDENT'S continued assisted housing. Such behavior may be interpreted as attempted fraud and may result in the termination of continued occupancy.

7. CURFEW AND LOITERING

The following shall constitute valid exceptions to the curfew regulations in Section 8 of the Resident Lease Agreement:

- a. When a minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;
- b. When the minor is on an errand or other legitimate business or activity directed by his or her parent(s), legal guardian, or other adult person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;
- c. When the minor is going directly to or returning directly home (without any unnecessary detour or stop) from a public meeting, religious activity or other voluntary association, a

place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minor's place of employment;

- d. When the minor is actively participating in a sporting or community event on MANAGEMENT property, if the MANAGEMENT rules or regulations permit the sporting or community event during said hours;
- e. When the minor's presence in the common area(s) described is connected with or required with respect to a business, trade, profession, or occupation in which the minor is lawfully engaged;
- f. When minor is exercising First Amendment rights protected by the United States or California Constitution;
- g. When the minor is involved in an emergency or seeking medical assistance; or
- h. When the minor is emancipated pursuant to law.

8. MANAGEMENT RESPONSIBILITIES

In addition to the other MANAGEMENT responsibilities provided for in the Lease, MANAGEMENT shall do the following:

- a. Notify the RESIDENT of the specific grounds for any proposed adverse action by MANAGEMENT. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- b. MANAGEMENT shall provide RESIDENT with written notice of any offer of a lease revision at least 60 calendar days before the lease revision is scheduled to take effect.
- c. For non-emergency situations, MANAGEMENT shall provide RESIDENT with a minimum of two (2) days advance written notification prior to entering the Dwelling Unit to (i) perform routine maintenance and inspections, (ii) make improvements or repairs, or (iii) show the unit for re-leasing.

9. RESIDENT OBLIGATIONS

In addition to the other RESIDENT obligations provided for in the Lease, RESIDENT also agrees to refrain from and cause other household members and guests to refrain from smoking prohibited tobacco products in restricted or smoke free areas, and to otherwise comply with the terms of MANAGEMENT's Smoke Free Policy.

10. COMMUNITY SERVICE/ECONOMIC SELF-SUFFICIENCY REQUIREMENTS

- a. In addition to the other obligations set forth in the Lease, in order to be eligible for automatic annual renewal of the Lease, RESIDENT and any other household member of 18 years of age or older are required to contribute eight (8) hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for eight (8) hours per month, unless otherwise exempted from this requirement by HUD or MANAGEMENT regulations.

- b. Failure to comply with community service requirements, or to enter into a written agreement with MANAGEMENT to cure the noncompliance over the next twelve-month term, shall be grounds for nonrenewal of the Lease.
- c. Failure to provide documentation of compliance with the community service requirements within the time period provided by MANAGEMENT shall be grounds for nonrenewal of the Lease.

11. RETROACTIVE RENT CHARGES

- a. If the RESIDENT has failed to report changes in household circumstances, as required in Paragraph 8, or misrepresented to MANAGEMENT the facts upon which rent is determined, and this misrepresentation or failure to report facts results in the RESIDENT paying less rent than he/she should have been charged, MANAGEMENT shall adjust the rent to the proper amount. Failure to report income/asset changes in a timely manner (10 working days), may result in a retroactive rent charge, even if the failure was not intentional.
- b. The increase in rent shall be made retroactive to the first day of the second month after the change in household circumstances occurred.
- c. The new, increased rental rate and all retroactive rent shall be due and payable upon demand the first day of the month following receipt of the "Notice of Review Determination".

12. REQUIRED TRANSFER

- a. If MANAGEMENT determines that the Dwelling Unit is no longer appropriate to meet RESIDENT'S needs, MANAGEMENT may amend this Lease by notifying the RESIDENT that he/she will be required to move into another unit of appropriate size, giving RESIDENT thirty (30) days' notice in which to move. If MANAGEMENT determines at the time of regular reexamination that RESIDENT no longer qualifies as a family of low income, no action will be taken to terminate the Lease or commence eviction proceedings on the basis of the income of RESIDENT.
- b. Transfers will be made without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, familial status, or persons with disabilities. Residents on the transfer list may refuse transfer offers for the "good cause" reasons without losing their position on the transfer list. Residents who refuse a transfer offer without good cause may be removed from the transfer list and residents whose transfers are mandatory are subject to lease termination. Residents are entitled to use the Grievance Procedure attached as Exhibit A to this Addendum 1 ("Grievance Procedure") if they are refused the right to transfer.

13. ADDITIONAL TERMINATION PROCEDURES

- a. Violations of the material terms of the Lease as described in Section 16(e) of the Resident Lease Agreement shall also include, but not be limited to:
 - i. Illegal drug use by a household member that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; and

- ii. RESIDENT or household member's conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- b. Notwithstanding other provisions of the Lease, MANAGEMENT shall give RESIDENT written notice of termination of the Lease of:
 - i. 14 days in the case of failure to pay rent;
 - ii. A reasonable time commensurate with the exigencies of the situation, which shall be a minimum of 3 days, in the case of creation or maintenance of a threat to the health or safety of other residents or MANAGEMENT's employees;
 - iii. 30 days of non-compliance of Community Service requirements
 - iv. 30 days in all other cases.

14. AUTOMATIC RENEWAL

At the end of the initial term, the automatic renewal of the Lease in accordance with Section 1 of the Lease will be for successive terms of twelve (12) calendar months, unless the Lease is terminated by RESIDENT or MANAGEMENT for the reasons stated in the Lease and this Addendum 1.

15. PET POLICY

If MANAGEMENT approves the presence of RESIDENT's pet(s) in the dwelling unit, RESIDENT must enter into a pet agreement and/or sign a pet certification upon signing of the Lease.

16. CHANGES TO LEASE

- a. This Lease, together with any future adjustments of rent or Dwelling Unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for above or hereafter:
- b. The Schedule of Charges incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such change including the reasons thereof, and further be given an opportunity to present written comments for consideration by MANAGEMENT.
- c. The Conditions of Occupancy (House Rules), incorporated herein by reference, and other rules and regulations of MANAGEMENT may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such changes and shall be given an opportunity to present written comments for consideration by MANAGEMENT.

17. DISPUTES. Any disputes between the RESIDENT and MANAGEMENT concerning obligations of the RESIDENT or MANAGEMENT under this Lease will be resolved in accordance with the Grievance Procedure.

EXHIBIT A

PUBLIC HOUSING GRIEVANCE PROCEDURE

This Grievance Procedure is incorporated into Addendum 1, Public Housing Lease Addendum, between MANAGEMENT and “RESIDENT”.

SCOPE and PURPOSE

The purpose of this Grievance Procedure is to adopt MANAGEMENT's grievance policy. The Grievance Procedure makes sure all residents of the housing complex are given an opportunity for a hearing if the resident promptly disputes MANAGEMENT's action or failure to act in accordance with the Lease and/or MANAGEMENT regulations, which adversely affect the RESIDENT's rights, duties, welfare or status.

APPLICABILITY

This Grievance Procedure is applicable to all individual Grievances as defined below between RESIDENT and MANAGEMENT.

This grievance procedure **shall not** apply to:

1. Eviction or tenancy termination actions involving the following, where HUD has determined local law requires tenant be given an opportunity for hearing in court that provides basic elements of due process:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of MANAGEMENT;
 - b. Any violent or drug-related criminal activity on or off the premises; or
 - c. Any criminal activity that resulted in felony conviction of a household member.
2. Class grievances
3. Disputes between residents that do not involve MANAGEMENT
4. The Grievance Policy also should not be used as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MANAGEMENT's Boards of Commissioners.

DEFINITIONS

“Grievance” shall mean any dispute, which a resident may have with respect to MANAGEMENT’s action or failure to act in accordance with the RESIDENT's lease or MANAGEMENT regulations, which adversely affect the RESIDENT's individual rights, duties, welfare or status.

“Complainant” shall mean any resident whose Grievance is presented to MANAGEMENT in accordance with this procedure.

“Hearing Officer” shall mean an impartial and unbiased person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.

“Resident” shall mean any RESIDENT identified above who resides in the dwelling unit and executes the Lease with MANAGEMENT, or another adult person(s) who resides in the unit and is the remaining head of household for the family occupying the unit.

INFORMAL SETTLEMENT OF GRIEVANCES

Any Grievance shall be presented in person either orally or in writing through a “Grievance Request Form” signed by the Complainant (telephone calls will not be accepted), to MANAGEMENT’s main office or to the management office of the housing complex where Complainant resides so that the Grievance may be discussed informally and settled without a hearing.

The Grievance must be presented within ten (10) business days of notice of MANAGEMENT’s act or failure to act that is the basis of the Grievance. The Grievance must specify:

- The particular grounds upon which the Grievance is based;
- The corrective action(s) requested by the Complainant;
- The name, address, and telephone number of the Complainant and similar information about the Complainant's representative, if any

A designated MANAGEMENT representative will hold an informal conference with the Complainant within ten (10) business days of receipt of the Grievance. If Complainant fails to appear within 30 minutes of the schedule time, MANAGEMENT's representative may determine that the Complainant has waived their right to the conference.

MANAGEMENT will provide reasonable accommodations for persons with disabilities to participate in the informal conference, and must be notified within three (3) days of the scheduled hearing time if special accommodations are required.

Within ten (10) business days of the completed informal conference, MANAGEMENT's representative will prepare a written summary of such discussion of the informal conference. One copy shall be given to the Resident and one shall be retained in RESIDENT's file. The summary shall specify:

- The names of the participants to the informal hearing;
- The date(s) of the meeting(s);
- MANAGEMENT 's proposed resolution and its specific reasoning for reaching that proposed resolution; and
- The procedures Complainant can take to obtain a formal hearing if he or she is not satisfied with the proposed disposition.

PROCEDURES FOR OBTAINING A FORMAL HEARING

Request for Hearing. If Complainant is not satisfied with the proposed disposition of the informal conference, he or she shall submit a written "Grievance Request Form" requesting a formal hearing within ten (10) business days from the date of the summary of the informal conference. The form must be submitted to MANAGEMENT’s main office or to the management office of the housing complex where Complainant resides. The written hearing request must specify:

- The reasons for the Grievance; and
- The action or relief Complainant is seeking.

Failure to Request a Formal Hearing. If the Complainant does not request a formal hearing, MANAGEMENT's disposition of the Grievance according to the information conference will become final. Failure to request a hearing does not constitute a waiver by the Complainant of his/her right to later contest MANAGEMENT's action in disposing of the complaint in an appropriate judicial proceeding.

Formal Hearing Prerequisites. To obtain a formal hearing, all Grievances must have been presented either orally or in writing pursuant to the informal procedure described in the previous section. If the Complainant can show good cause why he/she failed to present the Grievance according to the informal conference procedures in the preceding section, this may be waived by the Hearing Officer.

Scheduling of Formal Hearing. If Complainant complies with the hearing request procedures outlined above, MANAGEMENT will schedule the formal hearing not less than seven (7) working days and no more than twenty (20) working days after the Complaint is received by the Hearing Officer at a place reasonably convenient to both the Complainant and MANAGEMENT. MANAGEMENT will also deliver a written notification of the date, time, place, and procedures governing the formal hearing to both the Complainant and the appropriate MANAGEMENT official. MANAGEMENT will provide reasonable accommodations for persons with disabilities to participate in the informal conference, and must be notified within three (3) days of the scheduled hearing time if special accommodations are required.

Selection of a Hearing Officer: Grievances shall be presented before a Hearing Office selected as follows:

1. Any Hearing Officer must be an impartial and disinterested person who has no personal stake in the disputed action, other than the person who made or approved the decision that is under review or a subordinate of that person.
2. The Hearing Officer will be appointed by MANAGEMENT through an approved list of hearing officers or through another organization approved by the Executive Director of MANAGEMENT. The Complainant or any other party to the Grievance may challenge the selection of the Hearing Officer for good cause by filing an objection and stating the reasons for the challenge before the start of the formal hearing.

Escrow Deposit

Before a formal hearing is scheduled for any Grievance involving the amount of rent MANAGEMENT claims is due, the Complainant shall pay to MANAGEMENT an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by MANAGEMENT in special circumstances or where RESIDENT is paying minimum rent and the Grievance is based on a request for a hardship exemption or imputed welfare income. Unless so waived, the failure to make such payments shall result in termination of the Grievance procedure. However, the failure to make such payments shall not constitute a waiver of any right the complainant may have to contest MANAGEMENT's disposition of his/her Grievance in any appropriate judicial proceeding.

Formal Hearing Procedures.

The Complainant shall be given a fair hearing providing the basic safeguards of due process which shall include:

1. The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records, and MANAGEMENT regulations that are relevant to the hearing;
 - a. The resident will be allowed to copy any documents related to the hearing at a cost of 50 cents for the first page and 30 cents per page thereafter. Research time is to be compensated at \$20 per hour or \$5 per quarter hour or fraction thereof. The family must request discovery of MANAGEMENT documents no later than 12:00 p.m. on the business day prior to the hearing.
2. The right to be represented by counsel or other person chosen as his or her representative;
3. The right to a private hearing unless the Complainant requests a public hearing;
4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by MANAGEMENT, and confront and cross-examine all witnesses on whose testimony or information MANAGEMENT relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

If the Complainant or MANAGEMENT fail to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five (5) working days, or may make a determination that the party has waived his/her right to a hearing. Both the Complainant and MANAGEMENT shall be notified of the determination. This determination shall not constitute a waiver of any right the Complainant may have to contest MANAGEMENT's disposition of the Grievance in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought, and thereafter MANAGEMENT must sustain the burden of justifying MANAGEMENT's action or failure to act against which the Complaint is directed.

The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertaining to the facts and issues raised by the Complaint must be received without regard to judicial proceedings. The Hearing Officer shall require MANAGEMENT, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The Complainant or MANAGEMENT may arrange to obtain a transcript of the hearing, so long as the arrangement is made in advance and at the expense of the party making the arrangement.

MANAGEMENT will comply with HUD's Limited English Proficiency Final Rule by providing language services, if requested, throughout the grievance process.

DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasoning for the decision, within ten (10) working days after the hearing is concluded. A copy of the decision shall be mailed to the Complainant and MANAGEMENT who shall retain copy of the decision in the RESIDENT's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by MANAGEMENT and made available for inspection by a prospective Complainant, his/her representative, or a Hearing Officer.

The decision of the Hearing Officer shall be binding on MANAGEMENT which shall take all actions, or refrain from any actions, necessary to carry out the decision unless MANAGEMENT's Boards of Commissioners determine within twenty (20) working days, and promptly notifies the Complainant of its determination, that:

- The Grievance does not concern MANAGEMENT's action or failure to act in accordance with or involving the Complainant's Lease or MANAGEMENT regulations, which adversely affect the Complainant's rights, duties, welfare or status.
- The decision of Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract and HUD and MANAGEMENT.

A decision by the Hearing Officer or Boards of Commissioners in favor of MANAGEMENT, or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings which may thereafter be brought in the matter.

MANAGEMENT EVICTION ACTIONS

If a resident has requested a hearing in regards to a complaint involving a MANAGEMENT notice of termination of tenancy, and the Hearing Officer upholds MANAGEMENT's action to terminate the tenancy, MANAGEMENT shall not commence an eviction action in a state or local court until it has served a notice to vacate to the resident, and in no event shall the notice to vacate be issued before the decision of the Hearing Officer has been mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that, if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
 Fresno Housing Authority
FROM: Preston Prince
 CEO/Executive Director
SUBJECT: Directors Report- February 2018

DATE: February 22, 2018
BOARD MEETING: February 27, 2018
AGENDA ITEM: 10
AUTHOR: Staff

Executive Summary

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

PLACE

Overview

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

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

Development Project Overview

Name of Property	Status	Description/Type	Total Units
541 @ South Tower and Cedar Heights	Stabilization	541 N. Fulton St and 4532 E. Hamilton Ave, Fresno, CA	45

Feníx @ Glenn/ Fenix @ Calaveras	Stabilization	240-250 N. Calaveras Street and 146 N. Glenn Avenue, Fresno, CA	30
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	Stabilization	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	Under Construction Closed December 2017	401 Nelson, Fowler, CA	60
Oak Grove	Pre-Dev March 2018 Closing	595 Bigger Street, Parlier, CA	56
Chinatown Project	Pre-Dev December 2017 TCC Application January 2018 IIG Application	1101 F Street, Fresno, CA	57
Blackstone/Simpson Project	Pre-Dev January 2018 AHSC Application January 2018 IIG Application	3039 N. Blackstone, Fresno, CA	45
North Fulton Street Project	Pre-Dev Planning and entitlement phases underway in anticipation of AHSC funding application next available round	1331 Fulton Street, Fresno, CA	127

Project Highlights

The Oak Grove project is projected to close on or around March 15, 2018. The new construction of 56 affordable housing units will commence immediately after closing. The Oak Grove project will entail the

demolition of fifty (50) Low Income Public Housing (LIPH) units in Parlier, CA. Oak Grove LIPH units were converted to the RAD program in 2017.

HMD Update

City of Fresno						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CITY AMP 1 (SW Fresno)						
Sequoia Courts	60	0	100%	1	0	98%
Sequoia Courts Terrace	76	0	100%	0	0	100%
Monte Vista Terrace	44	0	100%	0	0	100%
CITY AMP 2 (SW Fresno)						
Sierra Plaza	70	2	97%	1	0	96%
Fairview Heights	74	0	100%	0	0	100%
Sierra Terrace	26	1	96%	0	0	96%
Desoto II	27	1	96%	0	0	96%
HOP Scattered	7	4	43%	0	0	43%
Mixed Family (Fresno)						
Garland Gardens	50	2	96%	1	1	96%
Cedar Courts & Inyo	191	4	98%	0	1	98%
Viking Village	39	1	97%	0	1	100%
Pacific Garden	55	0	100%	0	0	100%
Yosemite Village	68	2	97%	2	0	94%

City of Fresno Continued						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CO AMP 1 (Pinedale/Highway City)						
Pinedale Apartments 28-24	50	1	98%	0	0	98%
Pinedale Apartments 28-32	30	0	100%	0	0	100%
DeSoto Gardens	40	1	98%	1	0	95%
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	0	100%	0	0	100%
Alta Monte	29	0	100%	1	0	97%
Santa Clara	69	0	100%	0	0	100%
Sierra Terrace (RAD)	46	0	0%	0	0	RAD To Legacy
Mariposa Meadows	40	0	100%	0	0	100%
Emergency Housing	30	0	100%	0	0	100%
Fresno County						
Property	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CO AMP 2 (Selma/Sanger/Fowler/Del Rey)						
Magill Terrace	19	9	53%	0	0	RAD
Del Rey Complex	29	0	100%	0	0	100%
Laton Apartments	20	0	100%	0	0	100%
Wedgewood Commons	64	1	98%	0	0	98%
Sanger HOP	7	2	71%	0	0	71%
CO AMP 3 (Reedley/Parlier/Orange Cove)						
Sunset Terrace	20	0	100%	0	0	100%
Oak Grove Apts	49	6	88%	0	0	RAD
CO AMP 4 (Firebaugh)						
Mendoza Terrace	50	3	94%	1	0	92%
Mendoza Terrace II	39	1	97%	0	0	97%
Firebaugh Elderly	30	2	93%	0	0	93%
Cardella Courts	32	1	97%	0	0	97%
CO AMP 5 (Kerman/Biola/Mendota)						
Helsem Terrace	40	0	100%	0	0	100%
Biola Apartments	12	1	92%	0	0	92%
CO AMP 6 (Huron/San Joaquin)						
Cazares Terrace	24	1	96%	0	0	96%
Cazares Terrace II	19	1	95%	0	0	95%
Huron Apartments	20	3	85%	0	0	85%
County of Fresno Continued						
Taylor Terrace	28	1	96%	0	0	96%
San Joaquin Apartments	20	2	90%	0	0	90%
Mixed Family & Special Programs (County)						
Cueva de Oso	47	0	100%	0	0	100%
Paseo 55	55	0	100%	0	0	100%
Memorial Village	0	0	0%	0	0	Under Construction
Sunset Terrace II Mkt.	20	6	70%	0	0	70%
Orange Cove RAD	87	0	100%	0	0	100%
Citrus Gardens	30	3	90%	3	1	83%
Orchard Apartment (F/L)	40	2	95%	0	0	95%
Parlier Migrant Center	131	130	1%	0	0	Seasonal

Mendota RAD	123	2	98%	0	0	98%
Mendota Farm Labor	60	1	98%	0	1	100%
Granada Commons	15	1	93%	0	1	100%
Rio Villas	29	0	100%	1	0	97%
Firebaugh Family Apts	34	1	97%	0	0	97%
Maldonado Plaza	64	27	58%	0	0	Seasonal
Parkside Apts	50	4	92%	1	1	92%

HMD OPERATIONS

Renaissance at Trinity – Trinity residents received a presentaion from staff members of San Joaquin Valley Veterans. Delia and Andrew informed residents of the services and resources provided by the agency. Many of the tenants appreciated the information because they have friends and family members who served in the armed forces. A current program assists veterans with housing called ROAD Home. The program is in its first two years and they have housed 48 veterans.

Renaissance at Santa Clara – Centro La Familia facilitated a four week series focusing on self-care in a format called, “Sexual Assault and Self Care.” The series included information and presentations about sexual assault, sexual harassment, stalking, human trafficking, counseling resources and techniques for self-care to overcome the challenges of the past. At the conclusion of the series, four women and two men received a certificate of completion for participating in the classes. Due to the interest of the residents, Centro La Familia will continue educating the participants by providing a bi-monthly support group beginning March 2018. Collaborative efforts by Centro La Familia have assisted residents with information, services and resources to help increase their quality of life.

Orange Cove RAD – Luis Rojas, a 10 year old resident from the Orange Cove RAD complex was selected as a finalist for the NAHRO sponsored contest “What Does Home Mean to Me.” The contest encouraged youth grades K – 12 who live in FH programs to express what having a safe, quality, affordable home meant to them. The winner from each age group will be submitted at the NAHRO Regional Conference in May 2018.



PEOPLE

Overview

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

Housing Choice Voucher (HCV) Leasing Update

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

HCV City

In the month of January, 500 City applicants were selected and scheduled to attend criminal background checks on January 17th, 18th, 19th and 22nd. 244 or 49% of applicants attended.

- 286 applicants attended initial eligibility interviews from the draws done in December.
- 148 families attended briefings to receive their vouchers.
- There were 137 City participants who leased up in January.
- There are 419 City applicants currently searching for housing.

HCV County

Draws from the County waitlist will begin in March. January leasing activities for the County are as follows:

- 12 families attended briefings to receive their vouchers.
- There were 88 County participants who leased up in January.
- There are currently 98 County applicants searching for housing.

Leasing strategies

In our efforts to maintain County leasing rates, all families porting in from other jurisdictions are being issued HCV County vouchers. In addition, when a Project-Based Voucher (PBV) resident requests HCV assistance after one year of PBV assistance, they are also issued an HCV County voucher.

Furthermore, in our efforts to increase our no-show rate of applicants scheduled to attend the first step in the screening process (criminal background check), HCV will be evaluating the effectiveness of sending out second appointment letters.

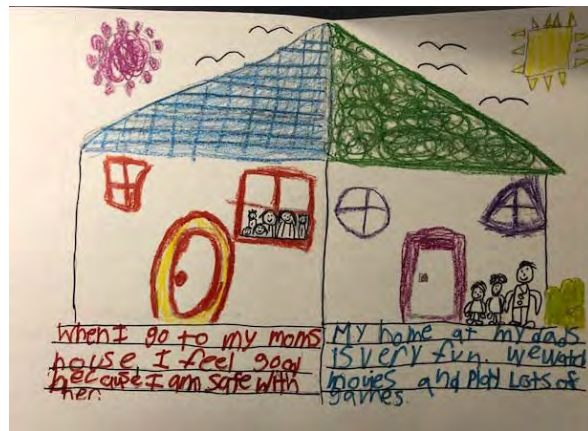
Staff continues to hold regular meetings to review both Housing Assistance Payment (HAP) and voucher utilization.

Resident Services

What Home Means To Me

Site(s): Cedar Courts, Fresno, CA; Del Rey Apartments, Del Rey, CA; Oak Grove Apartments, Parlier, CA; Cueva de Oso Apartments, Selma, CA; Mountain View Apartments, Orange Cove, CA; Villa Del Mar, Fresno, CA

Fresno Housing (FH) youth participated in NAHRO'S What Home Means to Me poster contest. Service Coordinators worked with FH youth in expressing what having a safe, quality and affordable home means to them. The drawings were displayed for the Fresno Housing employees to vote. Three winners were selected in the categories of elementary, middle and high school. The drawings were then taken to the Nor/Cal Nevada Chapter conference held in Napa, California in January. Below are the winning drawings.



Elementary



Middle



High School

American Red Cross of Central California

Site(s): Rio Villas, Rios Terrace, and Granada Commons

American Red Cross of Central California offered residents an informative presentation with tips on how to be Red Cross ready for any disaster such as, earthquakes, fires, and floods. Residents learned and developed a plan in case of an emergency. Red Cross demonstrated on what an emergency kit of basic supplies should include. They provided a checklist of how to prepare for informing family members, by developing an emergency contact card, and formed evacuation procedures for their families. American Red Cross professionals answered important questions from residents. Nineteen (19) adult residents participated in the workshops.

<http://www.redcross.org/local/california/central-california>



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
Highway City multifamily housing development/ Community Center	Highway City CDC Central Community Church Granville Central Unified School District Economic Opportunities Commission	Planning partners, potential development partner, potential service providers
Department of Community Services and Development - Low Income Weatherization Program	Association for Energy Affordability GRID Alternatives	Partners in portfolio assessment, project planning and design, and incentive approval
Permaculture at Yosemite Village and Santa Clara	Fresno Metro Ministries Natural Resources Conservation Service	Partners in the development of the community gardens and a permaculture farm - grant fund acquisition and program management
Transformative Climate Communities: Solar and Energy Efficiency	GRID Alternatives Fresno EOC	Partners in the submission of TCC funding applications

Car Sharing Program	Fresno Black Metro Chamber of Commerce Shared Mobility Center Latino Equity Advocacy Policy (LEAP) Stantec Inspiration Transportation	Partners in the submission of a TCC funding application and the design of a multiple stakeholder car sharing network
TCC Planning Grant	Southwest Fresno Community Development Corporation Fresno Council of Governments	Partners in the submission of the TCC planning grant

Fresno Madera Continuum of Care 2018 Point in Time Count

The Fresno Madera Continuum of Care (FMCoC) completed the 2018 Point in Time (PIT) on January 23-25, 2018. A record 192 volunteers from homeless service providers and the community participated on the first night. Volunteers included Fresno Housing staff including Deputy Director Tammy Townsend and Commissioner Steve Bedrosian. Final statistics from the count should be completed and submitted to the U.S. Department of Housing and Urban Development (HUD) in late May, early June.

Built for Zero Learning Session

Members of the Fresno Madera Continuum of Care (FMCoC) Built for Zero team will be attending a Learning Session in New Orleans February 20-22, 2018. At this session, the team will be reporting progress on efforts to end Veteran and chronic homelessness. Results will include community success in building a quality By Name List for chronic homeless individuals and a modest increase in housing placements for Veterans. The team will also strategize new goals to further efforts.

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.

Human Resources

The Human Resources Department is excited to launch the Agency's first monthly Training & Development Newsletter. Its purpose will be to keep employees updated on current and upcoming training and professional development opportunities, as well as to share tips, tools and best practices with all departments.

Damian Rivera, Training & Development Analyst facilitated three leadership development training sessions on the topic of Giving Feedback. This training is geared toward supervisors in helping them learn effective strategies and techniques for giving oral and written feedback to employees, with a special focus on writing thoughtful performance evaluations. He will also be conducting five trainings on Concur, our Agency's new expense reconciliation system. This new software will expedite the process for Accounting and Finance as well as simplify the process for users and approvers.

On February 28, 2018, Damian Rivera, Training & Development Analyst will be doing a training on REAC (Real Estate Assessment Center) inspections with Maintenance Technicians. REAC inspections are conducted for HUD to ensure our sites are up to code. In an effort to ensure all of our Maintenance employees are prepared for these inspections, we will be conducting yearly refresher trainings. This training will include information on the point system used by HUD as well as red flags to look out for to ensure we keep our properties performing at a high level.

Amber Lujano, Human Resources Coordinator, attended the annual PARMA (Public Agency Risk Management Association) Conference, where she participated in informative and valuable sessions on the topics of Risk Management, Wellness, and Safety. Human Resources leadership will review the learnings from the conference and apply them to 2018 goals and priority-setting plans.

New Hire/Promotions:

- Antonio Sanchez, Maintenance Technician (new hire)
- Veronica Ruvalcaba, Maintenance Technician (new hire)
- Sarah Alkobadi, Fiscal Services Intern (new hire)
- Jorge Valdez, Database Administrator & Report Writer (promotion)

Information Technology

The IT department is very excited to welcome Bianca Garcia to the team as an IT Intern. Bianca is a student at Fresno State and plans to focus on Data Forensics. Bianca hopes to gain a deeper understanding of the Information Technology, network security and data systems through her internship with the Agency.

Administrative Services & Procurement

The Procurement department is currently in the solicitation stage of an RFP (Request for Proposals) for Janitorial Services. Site walks at each of the properties throughout the City and County concluded on February 15th. The site walks included participation from staff and provided proposers an opportunity to view each facility. More than thirty vendors have shown interest in submitting proposals. The deadline to receive proposals is Thursday, March 1st, 2018. A committee will review each proposal in the evaluation stage of the procurement.

The Facilities department is currently handling all the logistical needs of relocating staff due to renovations. Facilities has partnered with management to identify the removal and storage of items from the City

District Office (D2) to make room for the additional staff. This will take place the second week of March. The Facilities department is in the solicitation stage of a Quotes for Small Purchase (QSP) to re-carpet the Executive Office, Caucus Room, Board Room and stair wells. This carpet improvement will complete the overall interior improvements that were started in 2017.

Finance & Accounting

During the month of February, Accounting staff has been working closely with the auditors of DavisFarr LLC and Novogradac & Company, LLC to complete the required financial and compliance audits for fiscal year 2017. Audits and tax returns for the limited partnerships are due in the months of February and March. The audits for Garland Gardens and Parkside are due to the California Housing Finance Agency (CalHFA) on March 15th. The Agency is also required to submit our unaudited Financial Data Submission (FDS) to HUD on March 15th. Overall, staff has been working diligently to close the books on 2017 and as such, the department is confident that all deadlines will be met.

Structure

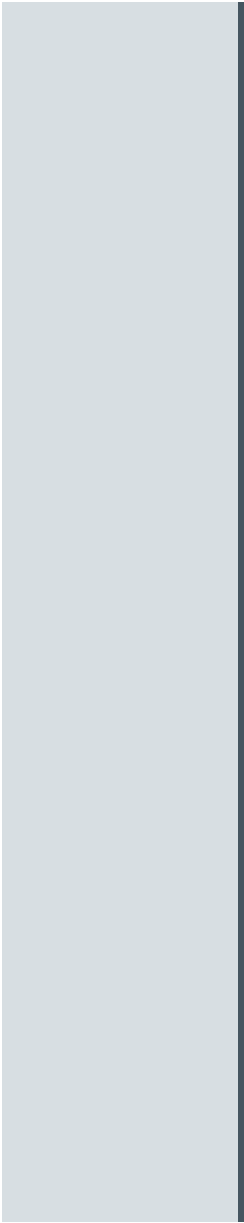
Maintain a committed, active, community-based Boards of Commissioners.

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

Strategic Outreach

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

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



Addendums

February 27, 2018



Board Workshop: Future Agency Goals and Objectives

February 27, 2018

“Success is the progressive realization of a worthy goal”

-Earl Nightingale

Looking Back – Review of Accomplishments

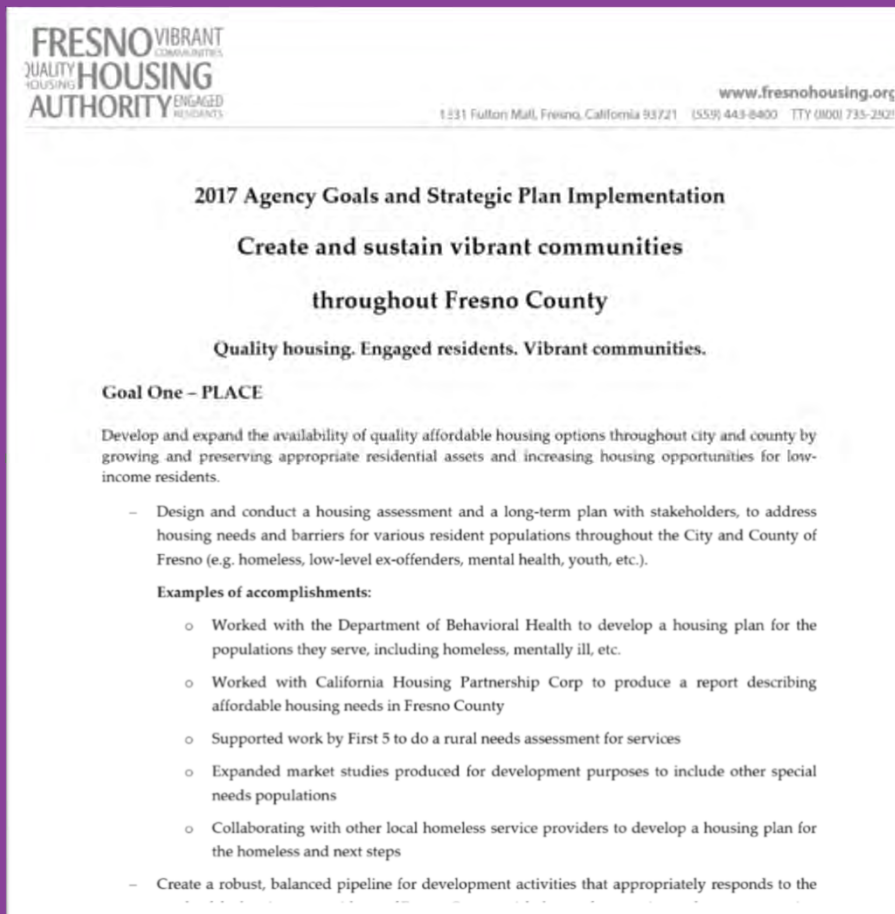
- Staff exercise to brainstorm around Agency accomplishments

Planning for Success – Fresno Housing Authority Strategic Plan	
Review of Accomplishments – 2012-2017	
1 PLACE	<i>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.</i>
✓ Grow a portfolio of assets that responds to the needs of the low- and very-low-income residents of the city and county of Fresno	Total 2011-2017 = 1141 units rehabilitated, 1309 new construction <ul style="list-style-type: none">• Parc Grove Commons II (2011) – 215 units• Renaissance at Trinity (2011) – 21 units• Pacific Gardens (2011) – 56 units• Renaissance at Alta Monte (2012) – 30 units• Renaissance at Santa Clara (2012) – 70 units• Bridges at Florence (2013) – 34 units• Parc Grove Commons Northwest (2013) – 148 units• San Ramon Apartments (2014) – 32 units• Kings River Commons (2014) – 60 units• Southeast RAD (2015) – 193 units• Orange Cove RAD (2015) – 90 Units• Mendota RAD (2015) – 124 units• Viking Village RAD (2015) – 40 units• Marion Villas (2015) – 46 units• City View (2015) – 45 units• Fultonia (2016) – 45 units• Paseo 55 (2017) – 55 units• Legacy Commons (2017) – 64 units• Firebaugh Gateway (2017) – 30 units• Cueva De Oso (2017) – 48 units• Lowell Neighborhood Development: Fenix (2017) – 30 units

Looking Back – Review of Accomplishments

- List is aligned around the four “P’s” outlined in the Strategic Plan:
 - Place, People, Public and Partnership
- In the left column is each of the goals outlined in the Strategic Plan
- On the right column, staff-identified Agency accomplishments aligned to the goals
- Take 5 minutes to review the document
- After the 5 minutes, consider sharing an Agency accomplishment that you feel is impactful or interesting

Looking Back – 2017 Agency Goals



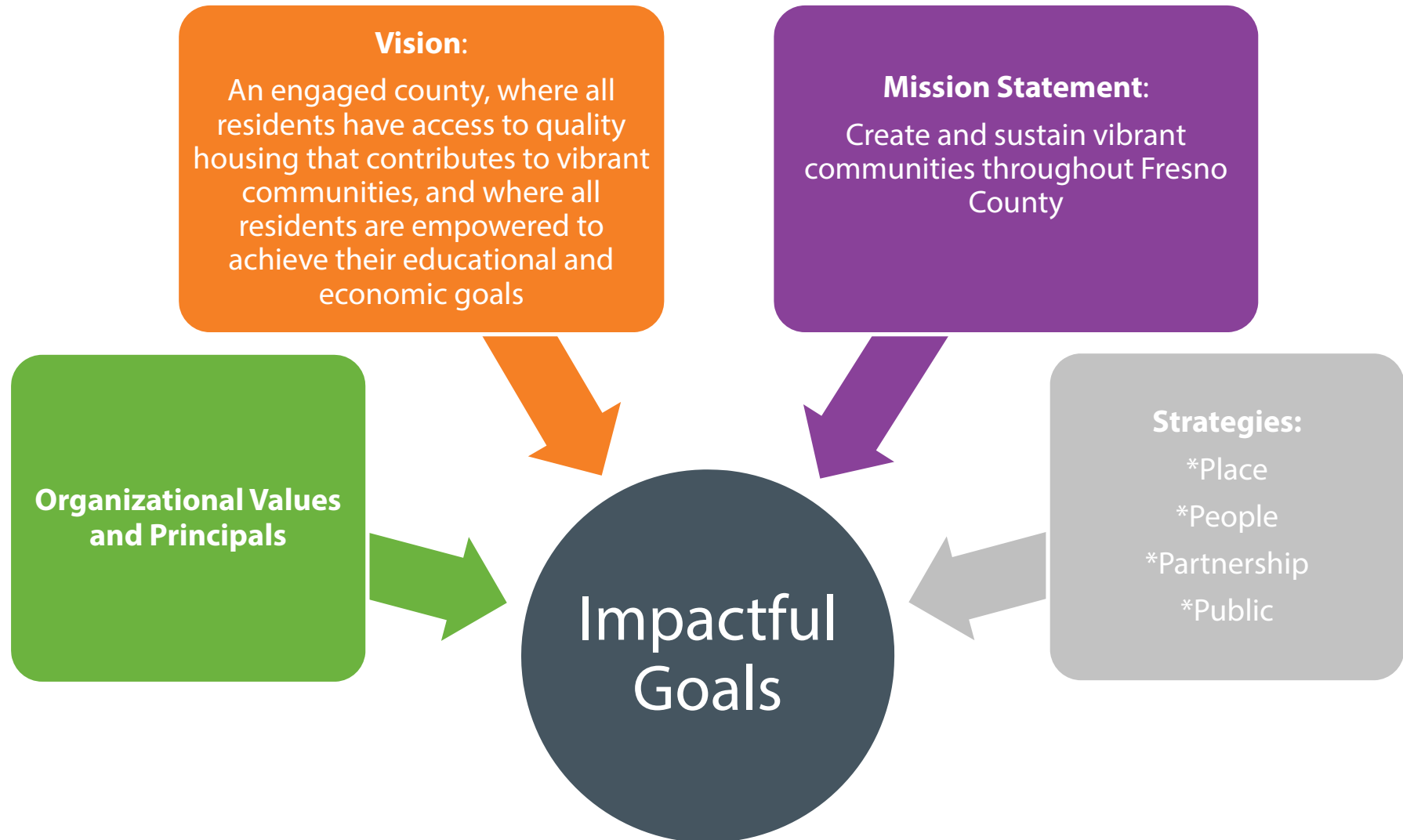
Consider the following:

- Has the Agency completed the goal or has progress been made?
- Is the goal still relevant and is it still aligned to the objectives of the Agency?
- Does the goal meet a key need of the Fresno community?
- Does the goal need more time or resources?



Planning for the Future

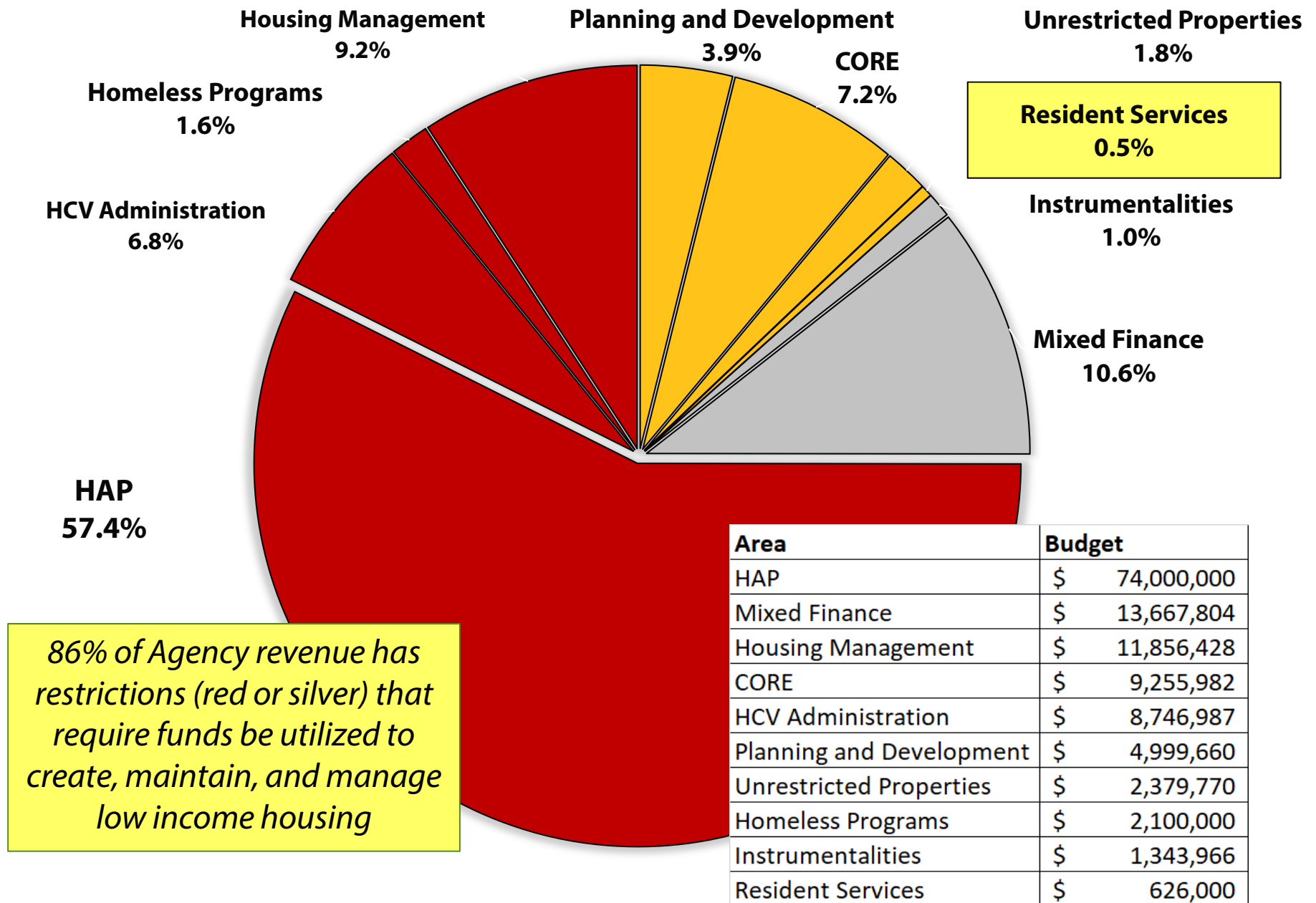
Valuing What Matters.....





Considering Resources

2018 Planned Agency Resources



Board Discussion

- Which goals established for 2017 do you feel are still relevant for 2018/2019?
- What new opportunities do you see that could be explored? New partnerships?
- Is there a particular population that you feel needs more attention?
- Any other goals you would like to accomplish

Next Steps...

- **March 2018** – Staff comes back to the Board with a draft set of recommended 2018/18 goals based on today's discussions for Board approval
- **Summer 2018** – Review and update as necessary the Agency's Strategic Plan
- **September 2018** – Utilize the Board retreat to provide an update on progress with 2018/19 goals in advance of the 2019 budget development process

2017 Agency Goals and Strategic Plan Implementation

Create and sustain vibrant communities throughout Fresno County

Quality housing. Engaged residents. Vibrant communities.

Goal One – PLACE

Develop and expand the availability of quality affordable housing options throughout city and county by growing and preserving appropriate residential assets and increasing housing opportunities for low-income residents.

- Design and conduct a housing assessment and a long-term plan with stakeholders, to address housing needs and barriers for various resident populations throughout the City and County of Fresno (e.g. homeless, low-level ex-offenders, mental health, youth, etc.).

Examples of accomplishments:

- Worked with the Department of Behavioral Health to develop a housing plan for the populations they serve, including homeless, mentally ill, etc.
 - Worked with California Housing Partnership Corp to produce a report describing affordable housing needs in Fresno County
 - Supported work by First 5 to do a rural needs assessment for services
 - Expanded market studies produced for development purposes to include other special needs populations
 - Collaborating with other local homeless service providers to develop a housing plan for the homeless and next steps
- Create a robust, balanced pipeline for development activities that appropriately responds to the needs of the low income residents of Fresno County. A balance of renovation and new construction should focus on existing properties or surrounding neighborhoods, areas of increased economic activity and transit corridors.

Examples of accomplishments:

- Have multiple affordable housing developments in progress in both County and City. Example in transit corridors and downtowns, Paseo 55; Renovation of existing: Cueva de Oso in Selma; Special Population: Renaissance at Parc Grove.

- Pipeline includes multiple planning projects including SW Fresno, Fulton, exploration of multi-family to renovate, etc.
- Collaborate with property owners, neighborhood groups and Community Development Corporations (CDCs), and other partners to implement activities and programs that enhance the quality of rental stock across the county and provide a greater range of options for residents with vouchers. Programs should focus on property owner outreach, support and education and target housing options in neighborhoods of opportunity. Research factors or amenities that identify neighborhoods of opportunities and make information available to residents.

Examples of accomplishments:

- Inspections team and Housing Navigator worked with property managers and land lords to bring properties up to standard; worked with ASET team and STOPP teams at the City to address largest problem properties
- Worked with CDCs to develop tenant education classes in neighborhoods
- Housing Navigator identified areas of opportunity by analyzing access to transportation, shopping, school quality etc. and properties that were not already partnering with HCV and communicated information to residents
- Complete a financial and physical overview of all agency housing assets. Prioritize and develop an asset management strategy and business plan for the key assets utilizing new analytical tools available. Develop a timeline for the completion of a business plan for all key assets.

Examples of accomplishments:

- Asset management department fully implemented and working through assets

Goal Two – PEOPLE

Respect community needs and knowledge - by listening, learning, and researching - and respond to issues compassionately, intelligently, and intentionally - by developing exceptional programs based on shared experiences.

- Create and enhanced Customer Service culture particularly in the large program areas of Housing Operations and Housing Programs. With staff, develop customer service training and support tools and determine ways to measure impact.

Examples of accomplishments:

- Completed workforce analysis in major programs and implementing extensive training
 - Hired training coordinators in major programs and implementing training in partnership with Agency Trainer
 - Reviewing and recreating all correspondence with residents to focus on service oriented approach
- Continue to refine and expand Resident Services activities. Assess resident needs and desired services, and create appropriate priorities for the department staff that focus on outcomes. Develop a regular report for the board reflecting progress on 2-4 outcomes for residents. Engage the broader group of staff in assessing the needs of the residents served, in an effort to provide a broader level of support and empathy for our residents, and enhance staff engagement.

Examples of accomplishments:

- Per Board request, presented a resident services program at each board meeting during 2017 and included partner presentations
 - KPIs in progress as part of a newly created Senior Manager Cohort
 - Working closely with key partners like Boys and Girls Club to refine metrics
 - Resident Services Coordinators have collaborated with property management staff to develop opportunities for resident feedback. Staff is working on creating feedback opportunities across the agency.
- In conjunction with the HCV department, develop a pilot program that explores support systems for residents that may reach program income limits. Research reasons why residents leave the HCV program.

Examples of accomplishments:

- In progress – staff has met with Self Help and financial institutions to collaborate on a program that would provide financial literacy and home ownership counseling to high income HCV residents who may be interested in moving to home ownership
- Research and analyze the impact of housing policies, such as Move-To-Work (MTW), Affirmatively Furthering Fair Housing (AFFH), on our residents and the agency.

Examples of accomplishments:

- Analysis occurring among various staff

Goal Three – PUBLIC

Build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes high quality affordable housing and supports the advancement of Fresno’s low-income residents.

- Further the development of and implementation of a comprehensive communications strategy relative to the ongoing efforts to establish improved HCV owner relations and outreach

Examples of accomplishments:

- Social media implementation prepared and ready for implementation
- Landlord meeting completed and another landlord session and “fair” scheduled
- Housing Navigator developed new relationships with HCV landlords
- Develop an action plan for enhanced government and community relations with our local jurisdictions and public entities.

Examples of accomplishments:

- CEO engaged a variety of leaders across the county jurisdictions to update them on housing authority work and affordable housing issues
- Present an overview of Fresno Housing (similar to the 75th celebration) at one organization, jurisdiction or agency each month.

Goal Four – PARTNERSHIP

Collaborate to strengthen the Housing Authority’s ability to address the challenges facing Fresno communities.

- Create 1-2 partnerships with an institution of higher education to develop an evaluation plan that will examine outcomes for the agency and regularly analyze key agency data.

Examples of accomplishments:

- Working with Fresno State and Robert Wood Johnson Foundation to review ACES and its impact on residents in some of our housing properties

- Continuing Columbia University Study regarding the housing and health/education outcomes in RAD properties
- Working to complete the KPI development for each department internally before we engage outside research organization
- Pilot a community safety oriented partnership in West Fresno and one county jurisdiction with law enforcement and education partners that focuses on resident safety and engagement.

Examples of accomplishments:

- Implementing a “Neighborhood Watch” at Legacy Commons in partnership with FPD
- Working with Neighborhood School Resource Officers in West Fresno (Gaston)
- Created a partnership with Fresno Street Saints to mentor youth in West Fresno properties with a focus on gang intervention/prevention
- Partnering with Selma PD on crime prevention programs
- Working on next phase of a larger community safety pilot that would include dedicated FH resources and a more comprehensive plan
- Revisit relationship and collaboration opportunities with Fresno Housing affiliate Fresno Housing Education Corps (Ed Corps). In conjunction with the Ed Corps Board and key stakeholders, prioritize 3-5 initiatives that align with FH Resident Services Department.
 - In progress
- Explore opportunities to better utilize relationship with Fresno Housing affiliate, Better Opportunities Builder (BOB) in conjunction with the BOB Board.
 - In progress

Management Goal One – SUSTAINABILITY

(Staffing, Finances, Effectiveness, Evaluation, Technology, Facilities)

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

- Create a comprehensive employee attraction, training and retention program that addresses key elements of employee satisfaction, as well as other innovative strategies to support and engage employees like daycare, study tours, wellness opportunities, all-staff events, etc.

- Develop a set of meaningful key performance indicators for each department that can begin to create the framework of an agency data dashboard.
- Develop strategies to attract, retain, and/or develop a diverse leadership team, representative of agency values and the populations we serve.
- Continue to implement the Performance Management Program throughout the agency and explore the implementation of Pay For Performance.

Examples of accomplishments:

- Completed Phase 1 and Phase 2 and working to implement Phase 3 in 2018
- Continue with the implementation of a new Enterprise Management System (EMS) with a significantly improved software solution across all platforms with initial emphasis on improving financial reporting, procurement and contracting accuracy. Regularly report to the board on key system improvements.

Examples of accomplishments:

- Complete – next phase would be better utilization of data to track outcomes

Management Goal Two – STRUCTURE

(Governance)

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

- In conjunction with the Board, develop a Board handbook (i.e. orientation tool, administrative overview, agency information) for all board members.

Examples of accomplishments:

- Completed; will continue to refine
- Succession planning and management is the practice that helps safeguard the stability of tenure of personnel and to ensure the agency is positioned to operate soundly in the event of change. The Boards should update their succession plan for the CEO position and develop a succession plan for key personnel.
- Succession plan will be updated in Q1 of 2018

Management Goal Three – STRATEGIC OUTREACH

(Image, Visibility, Materials and Tools, Outreach)

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

- Engage the Fresno community in discussions on housing issues and solutions - expanding the visibility of the Fresno Housing Authority as a key partner and contributor to vibrant communities.
- Produce and distribute three community "newsletters" that address key national housing policy issues and relate it to the local community.

Planning for Success – Fresno Housing Authority Strategic Plan

Review of Accomplishments – 2012-2017

1 PLACE

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.

- ✓ Grow a portfolio of assets that responds to the needs of the low- and very-low-income residents of the city and county of Fresno

Total 2011-2017 = 1141 units rehabilitated, 1309 new construction

- Parc Grove Commons II (2011) – 215 units
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**Note that since 2007: 1828 units developed, \$427m in tax deferred credits, \$276m In equity, \$27m generated in developer fees*

<p>✓ Promote safe, healthy, vibrant communities</p>	<ul style="list-style-type: none"> • HCV – Partnered with City STOPP/ASET Team and STRIKE Team addressing troubled properties across the community • RESTORE Fresno – partnered with City and CDCs in initiative to identify and develop a resident based plan that encourages neighborhood revitalization • HR – Personnel Policy organization and development • HR – Rotating Circuit of Maintenance training • HR – Annual employee Health Fairs • Department restructures for HCV, HMD, IT and Resident Services to improve operating efficiencies and provide excellent customer service for residents • Communications – Promotion of SAFE PLACE sites • IT – Digibus to provide digital services to residents • P&CD – Added on site services, Management and community space to 26 new properties • National Night Out Events • HCV – Adopted a policy that would disallow underperforming properties/owners from participating in HAP contracts until they bring properties up to HQS standards •
<p>✓ Develop a conservation and sustainability plan that supports energy conservation, water and waste management, and reduction of greenhouse gas emissions at all Housing Authority sites</p>	<ul style="list-style-type: none"> • TCC application (2017) – Car Sharing / Electric Bike Sharing Pilot • IT - initiative to reduce E-Waste • Water Consumption Review (2014) - Goal of reducing water consumption at properties • Since 2011. 457 kw of solar constructed, benefiting 365 residential households and 12 common areas (with 5 different funding sources, plus currently 440 kw planned and in the pipeline) • Parlier Migrant Center (2017)– Tankless water heaters, window replacement, low flow showers • Acquisition of Zero Net Energy funding (\$800,000) as part of a California Energy Commission Pilot • Engagement with new energy efficiency / water programs: PG&E ESA program, PG&E AC Quality Control, DWT's water efficiency program, Proteus Inc's Toilet replacement program • Involvement in state-level working groups (ESA program design, CEC affordable housing retrofit study and local initiatives (Energize Fresno) • Participation in summer PG&E peak days and lights off
<p>✓ Manage, maintain, and improve existing Housing Authority properties to meet agency-defined standards</p>	<ul style="list-style-type: none"> • National leader in RAD project initialization (2012) to focus on property renovation <ul style="list-style-type: none"> ◦ Ten conversions to date • RAD Resident involvement around design, relocation, and engagement • HR seeks to hire employees with tax credit experience expands the Agency's ability to manage our own properties • HMD became tax credit certified to self-manage properties • IT –Create community space to include plug/play audio and visual equipment in community rooms to facilitate use by staff and partners

<p>✓ Assess the Housing Authority’s capacity to address the unique needs of particularly fragile subpopulations (including but not limited to, people with disabilities, substance abuse issues, mental illness; the elderly; veterans; migrants; homeless; and emancipated youth).</p>	<p>Senior Housing (110 units)</p> <ul style="list-style-type: none"> • Elderberry at Bethel • Firebaugh Elderly • Firebaugh Gateway • Marion Villas • Wedgewood Commons <p>Farm Labor Housing (204 units)</p> <ul style="list-style-type: none"> • Citrus Gardens, 201 Citrus Avenue and 452 10th Street, Orange Cove • Maldonado Plaza, 1779 Thomas Conboy Avenue, Firebaugh • Mendota Farm Labor Housing, 241 Tuft Street, Mendota • Orchard Apartments, 295 South Newmark Avenue, Parlier <p>Housing with Supportive Services</p> <ul style="list-style-type: none"> • Renaissance at Alta Monte • Renaissance at Santa Clara • Renaissance at Trinity <p>Migrant Worker Housing (196 Units)</p> <ul style="list-style-type: none"> • Parlier Migrant Center, 8800 South Academy Avenue, Parlier <p>Veterans (40 units)</p> <ul style="list-style-type: none"> • Began construction (2017) of Northeast Veterans and Memorial Village <p>Other</p> <ul style="list-style-type: none"> • IT implemented a network infrastructure upgrade to provide increased security and higher quality access to the internet for staff and residents • HR Focused on hiring a diverse workforce that is representative of our communities
<p>✓ Maintain a broad range of housing options affordable to low- and very-low-income individuals and families in diverse neighborhoods, throughout the city and county of Fresno, at densities appropriate for the site and compatible with local community standards</p>	<ul style="list-style-type: none"> • Created opportunities for HCV landlords to receive pre-inspections allowing quicker lease up times for families and quicker HAP payments for landlords • Development Focus areas: <ul style="list-style-type: none"> ○ Downtown developments; Rio Villas, Paseo 55, Marion Villas, City View, Chinatown ○ Residential neighborhoods: Memorial Village, Magill Terrace, Cueva de Oso, Parc Grove NW ○ Neighborhood reutilization: San Ramon, Lowell, Fresno RAD, Orange Cove RAD, and Mendota RAD ○ HMD Manages communities in 17 or the 18 areas of Fresno County ○ HMD – Smoke Free properties for the health of residents ○ HMD – Food giveaway programs

<p>✓ Seek opportunities to develop mixed-use projects that include housing only if they meet the needs of the Housing Authority’s core constituencies – low- and extremely-low-income residents</p>	<p>Mixed Use Projects:</p> <ul style="list-style-type: none"> • Paseo 55 in Reedley (2017) • Marion Villas – (2015) • 541 Fulton – (2016) • City View (2015) <p>Pipeline Projects:</p> <ul style="list-style-type: none"> • Chinatown • Central Office • Blackstone and Simpson
<p>✓ Develop baseline physical and social service programs for all new Fresno Housing Authority sites (e.g., community gardens, child care, exercise rooms, mini-libraries, nutrition programs, education centers) and set timeline to upgrade existing sites to include these programs (where appropriate)</p>	<p>Supports for Grade Level Reading:</p> <ul style="list-style-type: none"> • Reading and Beyond – Summer and Afterschool programs • KREAD – summer reading • California Teaching Fellows • Mike’s Books – onsite library <p>Nutrition Programs</p> <ul style="list-style-type: none"> • Westcare • Kaiser • UC Cooperative Extension <p>Digital Literacy</p> <ul style="list-style-type: none"> • ABC Mouse - through Connect Home to provide an online resource to youth ages 2-8 • Prioritizing space for Computer Labs at properties <p>Supports for children and families:</p> <ul style="list-style-type: none"> • First 5 grant – Abiendo Puertas <p>Prioritizing space for Community Centers at properties</p> <ul style="list-style-type: none"> • Sound studio at Legacy <p>Health and Wellness</p> <ul style="list-style-type: none"> • First 5 – Parent Engagement • Healthy Smiles – Dental services for children • Community gardens (Cueva De Oso and Yosemite Village) • Flexible workout rooms (Paseo 55 and Cueva De Oso) • Bicycle parking

<p>✓ Expand opportunities for voucher holders to obtain quality housing throughout the city and county, in neighborhoods that meet the needs of voucher holders</p>	<ul style="list-style-type: none"> • Created an online waitlist system to better serve the Fresno community by eliminating long lines, addressing transportation obstacles, and accommodating working families to apply 24/7. Also allowed for significant cost savings due to reduced staff time spent on data entry and waitlist administration. • Lobby Ipads • Annual application process • Landlord Appreciation Events and Town hall meetings to enhance relationships with community landlords and encourage property owners to participate in programs • Increased rent subsidy in July 2016 and October 2017 which allowed applicants and participants to complete in a market of increasing rents and assisted with faster voucher utilization and quicker lease up times. •
<p>✓ Continue to collaborate with Better Opportunities Builders, Inc. (BOB), an affiliate of Fresno Housing Authority to ensure success and consistency with the goals of the Housing Authority.</p>	<ul style="list-style-type: none"> • Highway City Community Center collaboration • Lowell parcel acquisition
<div data-bbox="58 743 800 894"> <h2>2 PEOPLE</h2> </div> <div data-bbox="999 737 1037 889">}</div>	
<p>✓ Assess service needs of tenants and refine and develop programs and services to ensure quality support for all Housing Authority participants in Fresno County</p>	<p><i>Respect community needs and knowledge – by listening, learning, and researching – and respond to issues compassionately, intelligently, and intentionally – by developing exceptional programs based on shared expectations.</i></p> <ul style="list-style-type: none"> • HCV - Landlord “Rent Cafe” which enables landlords to manage their accounts online, allowing them to view HAP payments and adjustments and also gives visibility to upcoming inspection dates and results • HR - Waitlist training for volunteers • Goal Setting • Board Retreats • Firebaugh – Partnership with Self-Help Enterprises in collaboration with the institute of Transportation Studies to conduct a survey on transportation for Housing Authority residents
<p>✓ Engage residents and program participants in pro-active communication and problem solving related to housing, programming, and civic issues</p>	<ul style="list-style-type: none"> • Resident Advisory Boards • Resident Round Tables • Resident Surveys • Neighborhood Watch • Mayoral Forum to engage residents in the 2016 Fresno election

<p>✓ Develop, sustain, and manage programs that support self-sufficiency through education and employment training - for families in public housing and those with vouchers</p>	<ul style="list-style-type: none"> • Valley Apprenticeship Connections (VAC) which provides an avenue for residents to gain access to valuable trade jobs in the valley • AmeriCorp / Vista • Parent Ambassadors • GED / HS Diploma in partnership with: <ul style="list-style-type: none"> ○ Fresno Adult ○ FUSD ○ Clovis Adult • Internship Programs in partnership with Fresno State • Sherwin Williams Training – “Painters Training” course for residents • Digital Literacy Programs – 314 students, 215 computers, grant funding <ul style="list-style-type: none"> ○ Fresno County Public Library ○ Bitwise / 59daysofCode / Geekwise ○ FUSD Technology Department ○ Fresno State ○ Wells Fargo • Financial Literacy – Wells Fargo • Implemented community “Lockboxes” which provided more convenient ways for resident to pay their rent • 113 Scholarships given in 3 years
<p>✓ Establish meaningful partnerships with key educational institutions, including Cal State Fresno and Fresno Unified School District and other school districts throughout the Count</p>	<ul style="list-style-type: none"> • Fresno State Internship Programs • Job Fair participation • Geekwise / Bitwise partnerships • School District Data-sharing agreements (FUSD and Fowler Unified) • Fresno Housing Education Corp • Partnership with Fresno City College to develop a program that trains students in basic construction • California Teaching Fellows to support learning at Agency properties • Board Members (representing Fresno State and FUSD) • Digi-bus to promote computer literacy • Fresno Compact Participation • Cradle to Career (C2C) • Fresno State Scholarship Matching agreement
<p>✓ Encourage residents to define goals, to pursue self-sufficiency, and to decrease (to minimum based on individual situations) their level of support/services in housing through a well-defined housing/support continuum</p>	<ul style="list-style-type: none"> • Expand Low-cost internet solutions for residents • Partnership with Self-Help Credit Union enabled homeowners at the Sierra Pointe development to receive robust mortgage lending service and increase access to low-cost banking services. • Posting open positions at properties to encourage residents to apply • Wells Fargo Financial Literacy Programs • United Way tax assistance programs for residents

✓ Continue to collaborate with FSS Corps to ensure consistency with the Housing Authority's goals, 9 and to maximize participant success	<ul style="list-style-type: none"> • Scholarships for students participating in housing programs • Packard Foundation Partnership – Helm Home • Fundraising
✓ Revisit ROSS and FSS programming to ensure consistency with the Housing Authority's goals, 10 and to maximize participant success	
✓ Respect the needs of residents and neighbors	<ul style="list-style-type: none"> • In-house training on harassment, ethics and discrimination • Creating new, vibrant, quality and attractive communities • CDC support – Lowell Fenix projects
✓ Strengthen mutual understanding of Housing Authority challenges/opportunities and resident/program participant needs and goals, as well as mutual responsibilities and expectations	<ul style="list-style-type: none"> • Reorganization of HMD to better serve residents • Onsite offices = better customer service • HCV created a new email address for each process, which improves customer service for residents and owners. Rather than emailing one person, a workgroup is created to ensure all inquiries are addressed daily. • Created a path from LIPH to RAD – investing in expanding staff vision and knowledge • Partnership with Fresno PD to increase engagement (i.e. National Night Out)
✓ Exhibit flexibility in ability to respond to changing community needs	<ul style="list-style-type: none"> • Creating the circumstances which allow the Agency to have financial flexibility • Restructured IT to bring technology services in-house, allowing services to better align with Agency goals • Creating conditions to make voting easy for residents by having voting stations at properties • Mikes Books to enable residents to have access to reading materials in their community • Computer Labs at properties enable residents to have reliable computer and internet access at home, where they need it most • Fingerprinting of children • Evaluating and flexing office hours to accommodate residents • Facilitating community meetings • Mobile Maintenance Technology and Specialty maintenance teams • Summer food service programs to provide food for children when out of school
<div> <div>3 PUBLIC</div> <div>}</div> </div>	
<i>Build support for housing as a key component of vibrant, sustainable communities through public information, engagement, and advocacy that promotes high quality affordable housing and supports the advancement of Fresno's low-income residents</i>	

<p>✓ Become the Central Valley 'go to' resource for information and advocacy efforts, and the leader of a broad coalition of regional partners</p>	<ul style="list-style-type: none"> • Becoming a YARDI mentor for other Public Housing Authorities • Collaboration on homeless grant applications • Community Conversations • MAP Point to provide a single point of contact for services • Connect Home Mentor Community • Point in Time Count leadership • NAHRO Awards • Transition to "almost paperless" board, staff and public operations and communications • COCC Leadership to eliminate homelessness in Fresno County • California Housing Partnership Report
<p>✓ Advocate on behalf of the Central Valley for quality, affordable housing to meet the needs of its diverse communities</p>	<ul style="list-style-type: none"> • IS participation in C2C • Communications with CHPC
<p>✓ Engage the Fresno community in discussions on housing issues and solutions – increase community interest, participation, and education in affordable housing by expanding the visibility of affordable housing and concern about housing as a key component of a strong, sustainable region</p>	<ul style="list-style-type: none"> • Participation in Community Job Fairs • 75th Anniversary Presentations to various community groups to understanding about agency goals, objectives and outcomes • San Joaquin Housing Collaborative Participation and Leadership • TCC (with community engagement focus) Process participation
<p>✓ Encourage Housing Authority program participants to advocate for the needs of low-income residents</p>	<ul style="list-style-type: none"> • 2016 Mayoral Forum for residents at Gaston / Parc Grove • Resident Participation around RAD applications to HUD • Resident Advisory Board (RAB) meetings in Firebaugh and Sanger to discuss ACOP proposed changes
<p>✓ Cultivate leadership to ensure the effective representation of new voices for quality affordable housing in communities throughout Fresno County</p>	<ul style="list-style-type: none"> • Staff participation and leadership at the National Alliance to End Homelessness Conference in Washington DC • All-Staff events and presentation from Dr. Pimpare • Albert Jones (resident at Santa Clara) appointed by Governor Brown to the No Place Like Home Advisory Committee • HCV Job Analysis and assessment
<p>✓ Educate local, regional, and national audiences about housing needs in the Valley – and how those needs are both unique and typical of communities across California and the nation</p>	<ul style="list-style-type: none"> • 75th Anniversary Presentations • NAHRO awards • Preston Prince NAHRO Presidency • Secretary Donovan's Visit in 2012

- ✓ Understand volunteerism as a way to expand understanding and to build support for the importance of the Housing Authority and its programs

- Americorps Partnership

4 PARTNERSHIP

Collaborate to strengthen the Housing Authority's ability to address the challenges facing Fresno communities

- ✓ Collaborate with other local organizations to develop a 'data bank' of information about issues impacting the community (including 'stories,' data, survey results, migration trends, etc.)

- FMCO App
- Communications work to document and promote agency work, resident stories, and key data
- HMIS data base around homelessness and Point In Time Count leadership
- Data-sharing MOU's
- YARDI Rent Café waitlist website launch
- Bringing IT in-house to expand services to residents and staff

- ✓ Build alliances with appropriate community partners to increase access to education (early learning/pre-school through college), job training, social services, mental health, financial security, and economic opportunities – with the goal of empowering residents and program participants through increased financial stability and self-sufficiency

- Banking transition to Wells Fargo for improved services and relationships
- Better Neighborhood Capacity Program to build the capacity of residents to drive revitalization efforts and implement plans in the Southwest Fresno and El Dorado Park neighborhoods of Fresno
- Girl Scouts in Sequoia Courts Terrace
- Timely grant reporting to encourage grant partnerships
- Fresno County Library – Summer Reading Challenge
- Summer Tech Camp – Partnership with Geekwise
- CDC Support – Southwest Fresno, Highway City, Lowell
- WestCare
- Permaculture at Yosemite Village and Santa Clara
- Partnerships with Fresno City College on HOP homes
- PIQUE and Abierto Puertas Parent Education Programs
- Every Neighborhood Partnership – Spring Break Kids Camp

<p>✓ Create unique pilot programs that build and strengthen partnerships locally and regionally, in order to catapult Fresno Housing Authority to prominence in the field</p>	<ul style="list-style-type: none"> • MESH network • Summer Tech Camp • Valley Apprenticeship Connection • Cradle To Career (C2C) • TRS • Preterm Birth Initiative • Community Conversations <p>Starting Smart and Strong Initiative with FUSD and Packard Foundation</p> <ul style="list-style-type: none"> • KREAD
<p>✓ Identify and cultivate partnerships (both in the private and public sectors) that create additional opportunities for the expansion of quality affordable housing</p>	<ul style="list-style-type: none"> • ISP Advocacy for low income individuals • Owner / Landlord appreciation Events • TFS Investments and CDC's to promote and foster affordable housing • Library & CBO partnerships during waitlist opening
<p>✓ Increase opportunities for homeless individuals and families to secure housing and to build stability by working in partnership with city, county, and other public, nonprofit, and for-profit organizations to build public will and support for the creation of sustainable, multi-faceted programs to decrease homelessness</p>	<ul style="list-style-type: none"> • Lead applicant for COC • Supportive housing for hundreds of formerly homeless individuals • Point in time count • HMIS data system • 100k Homes Campaign – Rapid Results Boot Camp • 25 Cities Campaign • Renaissance Properties • Developed plan for the first MAP Point
<p>✓ Be consistent, intentional, and collaborative in the development of relationships with organizations and programs</p>	<ul style="list-style-type: none"> • Partnering with other HA's and public agencies to inform and educate • Fresno County Departments of Behavioral Health, Social Services, and Public Health • Southwest Fresno • City Partnerships STOPP/ASET, Restore Fresno, Building Neighborhood Capacity Program • Sherwin Williams Paint program • Planning for resident services at properties "above the line" • Partnership with FUSD to provide parents information about ATLAS student information systems • Healthy Smiles



GetConnected Fresno - Digital Literacy Update

Bobby Coulter, Senior Manager ITS
2/27/18

Background

- 2015 – White House establishes ConnectHome to bridge the “Digital Divide” for public housing residents
- Fresno selected as one of 28 communities to participate
- Objectives focused on:
 - Increasing access to devices,
 - Improving access to the Internet, and
 - Providing digital literacy training
- “Digital Divide” is the gulf between those that have ready access to computers and internet and those who do not

Statistics

- 60% of Fresno Housing residents have access to the internet
- 97% of students need the Internet to complete homework

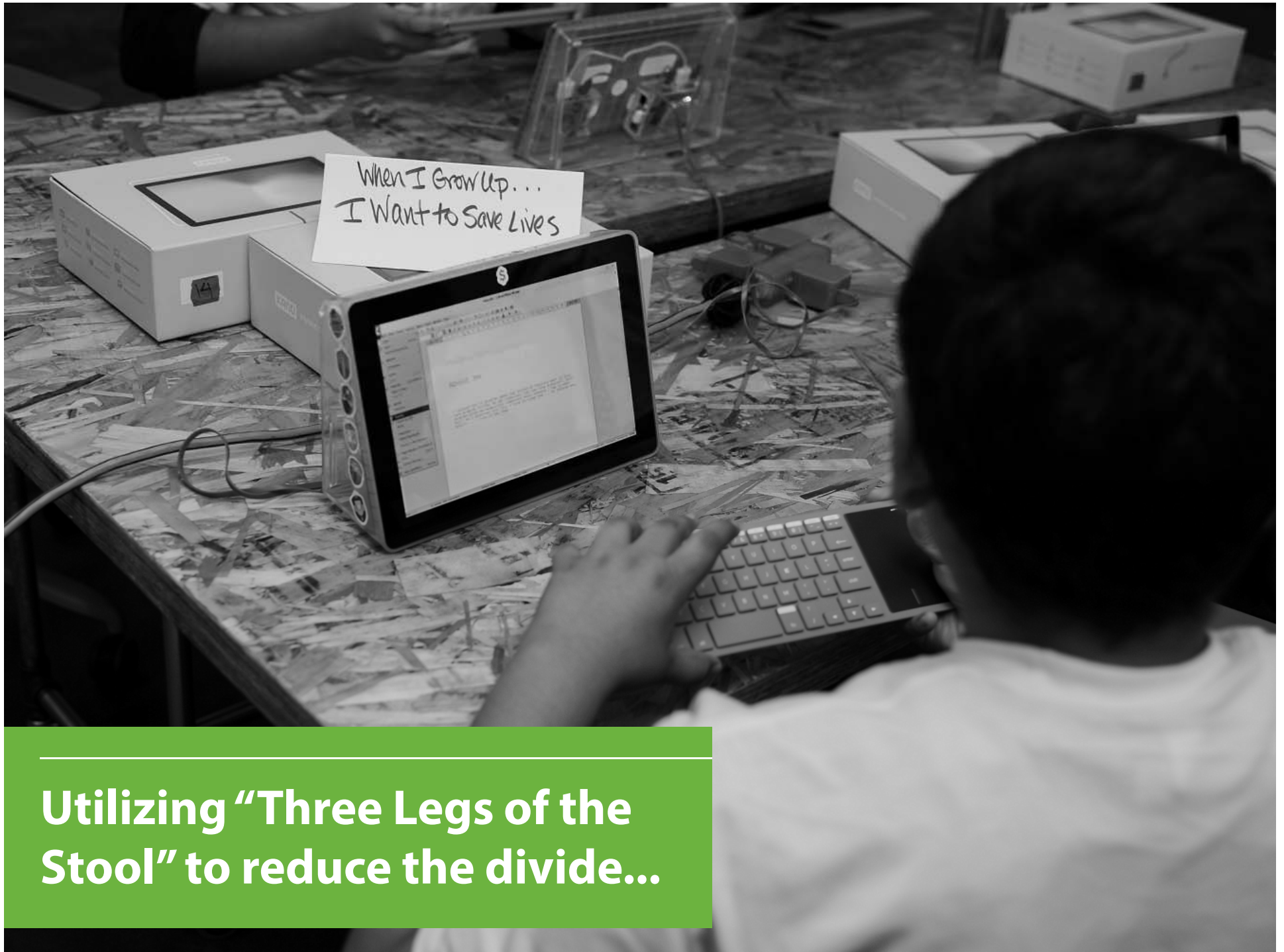
After participating in Coding and Robotics classes,

- 88% are more interested in doing well in school
- 87% have more interest in attending college



Leveraging Partnerships

- \$355K in grant funding
- Fresno County Public Library
- ConnectHome VISTA
- Bitwise / 59daysofCode / Geekwise
- FUSD Technology Department
- Fresno State
- Wells Fargo
- Merit Partners
- Not exclusive to Fresno Housing
 - KANO Computers
 - GitHub



Utilizing "Three Legs of the Stool" to reduce the divide...



A Device

- 215 devices awarded
- All devices are tied to completion of training
- “Build your own tablet” kits
- Laptops refurbished through training young adult offenders



A high speed connection

- Connected 489 households
- 260 K-12 Families
- Innovative connectivity models
- 40 Residents moved from Free Wi-Fi to individual plans



Digital Literacy Training

- 314 Students
- Students completed 9,000 hours of training
- Re-opened Firebaugh Computer Learning Center
- 30 Computer labs across Fresno County
- Groundbreaking training programs
 - Website building
 - Video game design
 - Robotics

Exceeding Programs Goals

- Fresno Housing Authority given program goals that included the following:
 - Families connected
 - Students attending training
- Results:
 - Year 1 exceeded goals by an average of 11%
 - Year 2 exceeded goals by an average of 37%
 - Year 3 Fresno named as a mentor community for the expansion of the initiative to 100 cities



Introduction to the 2017 Audit

*Boards of Commissioners Meeting
February 27, 2018*

Audit Process

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

Audits Required

- Annual financial audit required by HUD and other agencies
- Single Audit
 - Additional compliance requirements, if more than \$750,000 in federal funds were spent
 - For 2017 audit:
 - HCV (City and County)
 - LRPH (City and County)
 - NSP 3 (City)

Audit Compliance

- The annual audit must comply with numerous requirements and standards, including:
 - Generally Accepted Accounting Principles (GAAP)
 - *Government Auditing Standards* (Yellowbook) issued by the U.S. Government Accountability Office
 - Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
 - *Uniform Financial Reporting Standards* issued by the U.S. Department of Housing and Urban Development

Management's Responsibilities

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

Auditor's Responsibilities

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

Timeline

- **February 14:** Entrance Interview with Audit Committee
- **February:** Internal Controls and Compliance testing, Cal-HFA audits (Parkside & Garland)
- **March 15:** Unaudited FDS Submission due to HUD
- **April and May:** Financial and Single audit
- **August:** Exit Interview with Audit Committee and Board acceptance of results
- **September 30:** Audited FDS submission due to HUD



2017 Housing Choice Department – End of Year Utilization Report

February 27, 2019



Presentation Overview

- 2017 Voucher Utilization
- 2017 HAP Utilization
- Leasing Strategies

HCV Program Funding

- Leasing activity/HAP expenses in the prior calendar year serve as the base for HAP funding the following year.
- PHAs have two main funding sources to support voucher leasing throughout the year:
 - Annual HAP renewal budget authority; and
 - Available PHA-held and HUD-held reserves.
- 2017 utilization rates in both the City and County programs ended the CY earning our agency maximum points in key indicators.

Voucher Utilization

- HUD establishes a baseline (maximum) number of vouchers for a Public Housing Agency (PHA)
- A PHA must:
 - lease no more than their allocated vouchers.
 - maintain a lease-up rate of no less than 95% for cumulative unit months leased for the year or 95% of expended HAP budget authority.
- Cumulative Unit Months Leased:
 - 1 unit leased for 12 months in a fiscal Year = 12 UMLs
 - If 12 families moved in a calendar year, potentially, 1 UML for each family may be lost; therefore, 1 additional voucher must be issued to make up for the 12 UMLs lost.

2017 Voucher Utilization

Jan-Dec	City	County
Month of December	94.37%	96.11%
Cumulative Year-Ending	96.81%	97.03%

Leasing Strategies

- Pre-inspection pilot program
- Increase in Payment Standards to increase success rate
- Landlord education and outreach
- Resident resources addressing barriers to leasing
- Continued leasing through 2018

Leasing Strategies

- Pre-inspection pilot program:
 - 73 pre-inspections were conducted; 38 leased (52%)
 - 23 landlord participants
 - 10 zip code areas
- Increased Payment Standards (PS) to increase success rate
 - Effective October 2, 2017
 - Applied to new contracts immediately
 - Will be applied at each annual reexamination
 - Continuous assessment
- Landlord education and outreach
 - December 14, 2017 Landlord Open House
 - 2018 Landlord Event

Percent of Budget Authority

HAP Utilization (Jan – Dec)	City	County
Month of December	103.56%	102.89%
Year to Date	102.56%	103.12%

- Regardless of the number of authorized units, the maximum amount the PHA can spend in a CY is its available budget authority and any reserves.
- 2017 expenses were within Budget Authority + Reserves.

2017 HAP Utilization

- HAP Funding for subsequent years is based on actual PHA leasing activity and expenses as reported in VMS from the preceding year.

Jan – December	City	County
Budget Authority	\$41,487,170	\$32,643,561
Expenses	\$42,550,741	\$33,661,185
Total Reserves Remaining	\$4,435,975	\$2,557,699

All \$ amounts are in millions

Voucher or HAP Utilization



Voucher or HAP Utilization





Development Update

February 27, 2018

Boards of Commissioners Meeting

Presentation Overview

- Magill Terrace (Fowler) Construction Update
- Action Items:
 - 9.a) Oak Grove (Parlier) Finance Closing
 - 9.b) Chinatown (Fresno) Architect Contract Award
 - 9.c) Orchard Apartments (Parlier) AHP Application
 - 9.d) Highway City (Fresno) AHP Application

Update: Magill Terrace (Fowler) Construction

- Title issue resolved
- Construction is has started



Magill Terrace Construction Site (Fowler)

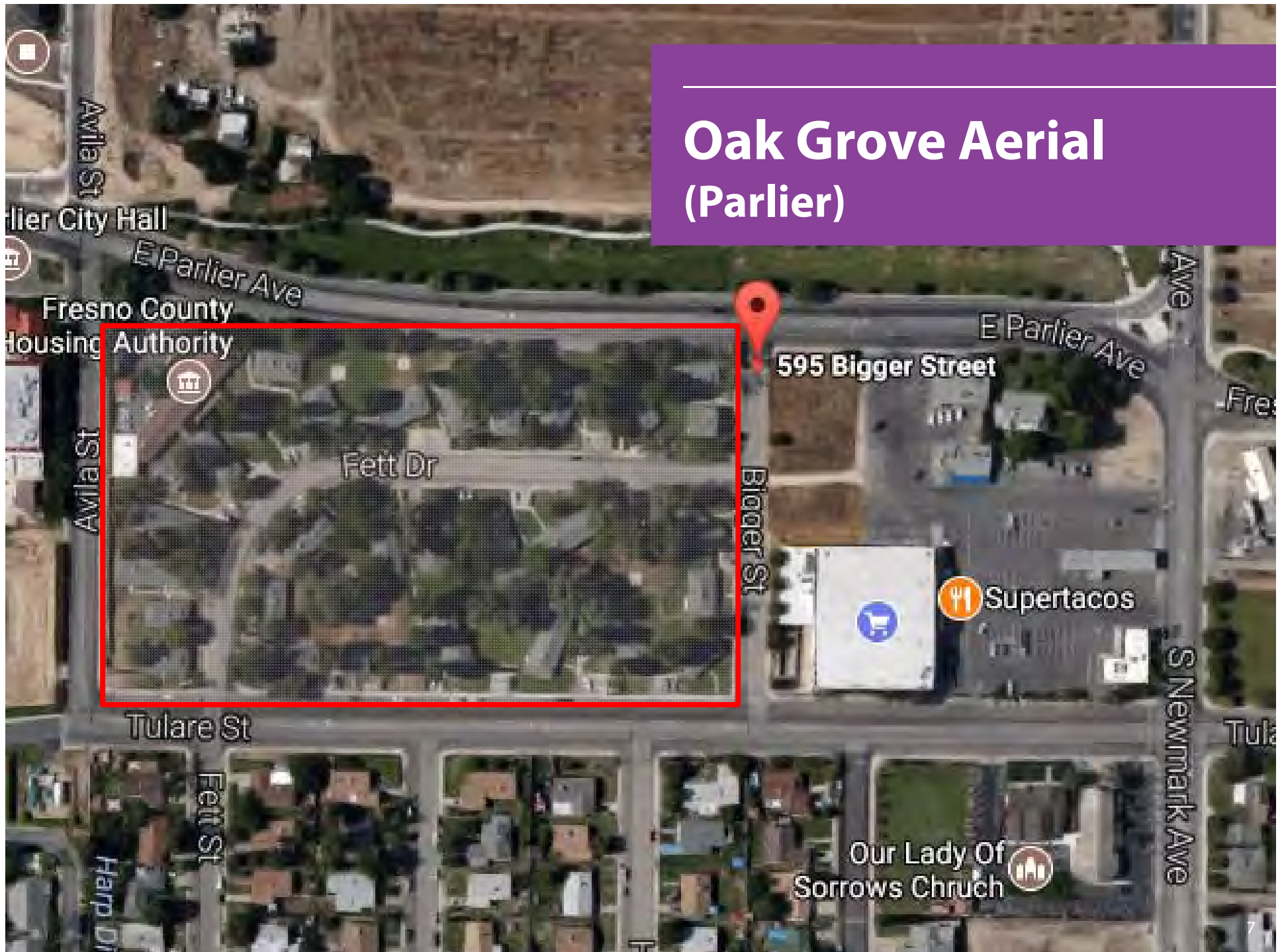
Presentation Overview

- Action Items:
 - 9.a) Oak Grove (Parlier) Finance Closing
 - 9.b) Chinatown (Fresno) Architect Contract Award

March 2018 Finance Closing – Oak Grove (Parlier)

- Redevelopment of an existing 50-unit LIPH site; demolition of existing units and new construction of 56 units
- Awarded \$19.5 million in LIHTC funds
- R. L. Davidson awarded architect contract January 2017
- Prowest Constructors awarded GC/CM contract January 2017
- HRFC \$1,950,000 million committed February 2017
- Permitted Plans available and Final Construction number is ready for execution
- *Staff requesting approval for final closing omnibus and financing commitments*

Oak Grove Aerial (Parlier)



Oak Grove Site Plan (Parlier)



Oak Grove Rendering (Parlier)



Oak Grove Sources & Uses

EXHIBIT C Oak Grove

Pro Forma Sources and Uses		
Sources of Funds	Amount 2/22/2017	Amount 2/20/2018
HRFC Loan	\$ 1,950,000	\$ 1,337,350
Accrued/ Deferred Interest (HRFC)	\$ 61,204	\$ -
Accrued/ Deferred Interest (Seller Financing)	\$ 79,188	\$ -
HAFC Capital Funds/Operating Reserves Loan	\$ 685,000	\$ -
Sales Proceeds (Sunset Terrace II)		\$ 345,000
Sales Proceeds (Oak Grove)		\$ 660,000
AHP		\$ 550,000
Perm Loan		\$ 766,000
GP Contribution		\$ 100
LIHTC Equity	\$ 18,099,205	\$ 19,064,588
Total Sources of Funds	\$ 20,874,597	\$ 22,723,038
Uses of Funds	Amount	Amount
Construction Costs	\$ 12,338,676	\$ 15,221,522
Contingency	\$ 729,884	\$ 791,017
Permits/Impact Fees/etc.	\$ 204,261	\$ 204,261
Professional Fees	\$ 565,000	\$ 670,000
Relocation	\$ 700,000	\$ 750,000
Loan Fees and Other Soft Costs	\$ 3,641,985	\$ 2,390,820
Reserves	\$ 199,709	\$ 233,558
Developer Fee	\$ 2,495,082	\$ 2,461,860
Total Uses of Funds	\$ 20,874,597	\$ 22,723,038

Pro Forma Sources and Uses		
Sources of Funds	Amount	Amount
Seller Financing	\$2,340,000	\$2,340,000
LIHTC Equity	\$300,000	\$508,814
Total Sources of Funds	\$2,640,000	\$2,848,814
Uses of Funds	Amount	Amount
Acquisition Costs	\$2,340,000	\$2,340,000
Demolition	\$300,000	\$508,814
Total Uses of Funds	\$2,640,000	\$2,848,814

*Draft as of 2/21/18

Oak Grove Action Items

- Action Requested for Item 9.a
 1. Authorize execution of documents in the name of the Administrative General Partner
 2. Authorize an HRFC loan to Silvercrest, Inc. of \$345,000
(To purchase of a portion of Sunset Terrace II – 6 Units)
 3. Authorize an HRFC loan to Silvercrest, Inc. of \$660,000
(To purchase of a portion of Oak Grove – 11 Units)
 4. Authorize an HAFC Sales Proceeds loan of \$345,000
 5. Authorize an HAFC Sales Proceeds loan of \$660,000
 6. Authorize an HAFC Seller Financing loan of \$2,340,000
 7. Authorize an HRFC Loan of \$1,337,350
 8. Authorize actions for the financing, development, and operations of the Project

Chinatown Site Aerial (Fresno)



Chinatown (Fresno) Architect Contract

- 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
- GGLO Architects was one of the five selected successful proposers of an Agency Request for Qualifications (RFQ) on October 27, 2016.
- GGLO Architects completed preliminary architectural drawings that were submitted to the City of Fresno for site plan approval in September, 2017, and were the basis for the City of Fresno's application to the Strategic Growth Council December 6, 2017

Chinatown Rendering (Fresno)



Chinatown (Fresno) Architect Contract

- Action Requested
 - Staff is requesting approval to expand GGLO Architect's contract to include the development of detailed construction drawings and the administration of the construction phase

Presentation Overview

- Action Items:
 - 9.c) Orchard Apartments (Parlier) AHP Application
 - 9.d) Highway City (Fresno) AHP Application

Orchard Apartments (Parlier)

- The Orchard Farm Labor Housing development is located at 295 S. Newmark Ave in Parlier, CA
- Currently serves as farm labor housing and as such receives housing assistance payments from the United States Department of Agriculture (USDA)
- Multi-family housing with 40 units
- Waitlist averages 40 families



Orchard Farm Labor Housing Aerial (Parlier)

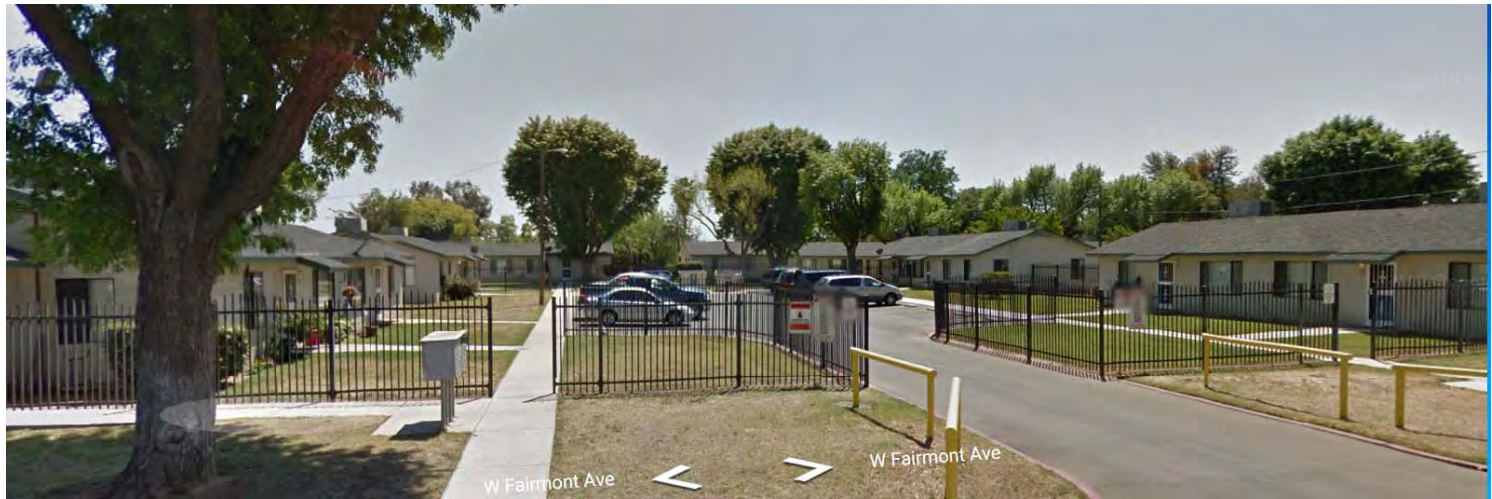


Orchard Farm Labor Housing Site (Parlier)

Orchard Apartments (Parlier)

- Asset Management Strategy
 - Appropriately reposition assets
 - USDA mortgage has an upcoming maturity date of Aug 2019
- State is providing incentives for rehabilitation
- Traditional agency commitment to farm worker population
- Potential to rehabilitate 40 existing multifamily housing units with a new construction community room, onsite management office, computer lab, and onsite laundry facilities
- *Staff is requesting approval to submit a March 2018 AHP Application*

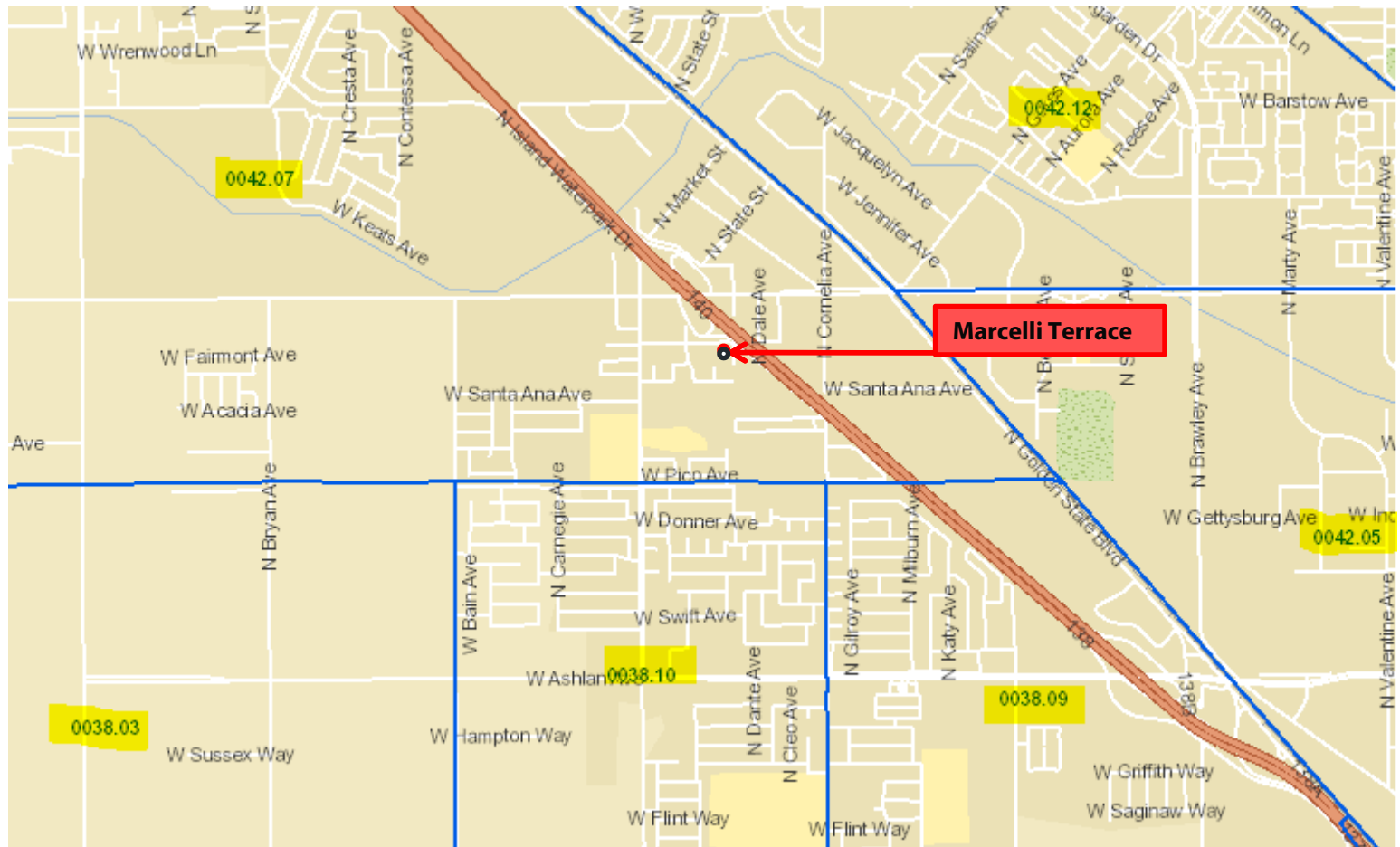
Marcelli Terrace/Highway City



Highway City (Fresno)

- Partnership to redevelop public housing site in the area west of Highway 99
 - Central Community Church, and Highway City Community Development (HCCD) and Fresno Housing
 - Area of high need with a density of FH residents and very limited services
- Vision for development includes multiple components
 - Community Center owned and operated by HCCD
 - Affordable housing development with community space
 - Potential future improvements to church campus facilitated and funded by the church

Marcelli Terrace





FHA Residents Served in Highway City Area

	Families	Children
LIPH (Marcelli Terrace)	24	48
HCV	478	1071
Total	502	1,119



Total Households Served in Highway City Area

	Families	Children
Total	13,838	6,972

Highway City (Fresno)

- Phase One: Community Center Project
 - Led by HCCD with multiple partners
 - May 2016 Board approved funding commitment
 - Construction scheduled to start in 30-60 days
 - Will participate in groundbreaking
- Phase Two: Affordable Housing
 - April 2016 Board approved MOU between HACF, Central Community Church, and Highway City Community Development Inc.
 - New proposed construction of 44 affordable housing units with a community center with potential transfer of assistance from Marcelli Terrace
 - Submitted HOME applications to the City of Fresno



Highway City Community Center & Center Point

Highway City Site Plan (Fresno)



Highway City (Fresno)

- Staff continues to work with partners to find funding sources for the affordable housing component of the project
- Staff is requesting approval for a March 2018 AHP Application and extension of Purchase and Sale Agreement

Presentation Overview

- 9.a) Oak Grove (Parlier) Finance Closing
- 9.b) Chinatown (Fresno) Architect Contract Award
- 9.c) Orchard Apartments (Parlier) AHP Application
- 9.d) Highway City (Fresno) AHP Application
- Update: Magill Terrace (Fowler) Construction Update



***County of Fresno Family Unification
Program at El Puente- Amendment
of Agreement***

February 27, 2018



El Puente

- DSS family unification program
- 32 units @ Plaza Terrace (2 units off line for admin)
- Referral basis, temporary housing to families requiring stable housing to reunify with their children
- In 2017 CY, housed 773 children/371 adults (new move ins 183 children/86 adults)
- Average length of stay is 3-6 months

Families

- Current location can only serve 30 families in 2-bdrm units
- Program receives an average of 10 applications per month; current wait list has 47 families
- 86% child welfare reunification
 - Adult is in treatment program, doubled up, homeless, etc
 - Child is in foster care/legal guardian
- 14% CalWorks Homeless



Proposed Standard Lease, Public Housing Addendum, and Grievance Procedures

February 27, 2018

Proposed Standard Lease

- Standard lease prepared for Fresno Housing Authority Managed properties
- Updated format of existing leases for uniformity across properties with multiple program requirements
- Individual program addendum is proposed when a property has assistance with specific requirements

Requirements for Public Housing Lease

- Periodic review and update
- HUD establishes both required and prohibited provisions
- Requires Board approval
- 30 day written notice to affected residents

Substantial Updates required by recent HUD guidance

- Fair Housing and Violence Against Women Act protections
- Violence Against Women Act Addendum
- Flat Rents not available to 'mixed' households
- Hearing officer to be utilized for grievances
- Streamlined grievance procedures by removing arbitration language

Public Comment – Curfew & Loitering

(Residential Lease Agreement, Section 8; Public Housing Lease Addendum Section 7)

Who is to determine if the activity of a minor is “legitimate business” on the property?

1. Intended to be consistent with local ordinance and to promote the peaceful enjoyment of all residents.
2. Lease and Addenda provide reasonable exceptions to protect Residents:

Public Comment – Curfew & Loitering Exceptions

- Minor is accompanied
- Minor directed on errand or other legitimate business or activity
- Minor going to or returning home
- Minor participating in sporting or community event on property
- Presence in connection with business, trade, profession, or occupation of minor
- Minor is exercising First Amendment rights (allows people to gather for peaceful and lawful purposes)
- Minor involved in emergency or seeking medical assistance
- Minor is emancipated

Public Comment –

Individual Relief of Utility Allowances (UAs)

Addendum 1 Section 3B

How are specific features defined?

- The Agency consulted with The Nelrod Company to establish the Individual Relief of UAs consistent with HUD Guidance and Industry Standards.
- Individual Relief of UA schedules were approved by FH Board at the January 18, 2018 meeting
- Individual Relief of UAs are updated annually along the other UAs
- Residents may request relief from UAs based on reasonable grounds

Individual Relief Utility Allowances

• Oxygen Concentrator	\$28.00
• Nebulizer	\$1.00
• Electric Hospital Bed	\$1.00
• Alternating Pressure Pad	\$6.00
• Low Air-Loss Mattress	\$11.00
• Power Wheelchair/Scooter	\$4.00
• CPAP Machine	\$1.00

Public Comment

- Staff appreciates the public comments received to assure we promote equity and fairness to all residents. Staff has researched the comments received and worked closely with our attorneys Ballard Spahr and Baker, Manock & Jensen to ensure we are in full compliance with program requirements, respect the rights of all residents and provide for grievance procedures.

Agenda Item 9f - Recommendation

It is recommended that the Board of Commissioners approve and adopt the attached standard residential lease, public housing addenda and grievance procedures