



Boards of Commissioners Meeting

April 17, 2018

AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

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

5pm - April 17, 2018

1331 Fulton Street, Fresno, CA 93721

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

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

5 pm 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. **Election of the Chair and/or Vice Chair Pursuant to Article II, Section 7 of the Bylaws of the Housing Authority of Fresno County**

6. **Consent Agenda**

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

- | | |
|--|----|
| a. Consideration of the Minutes of March 27, 2018 | 5 |
| b. City – Consideration of the 1 st Quarter 2018 Charge Offs for Uncollectible Accounts | 12 |
| c. County – Consideration of the 1 st Quarter 2018 Charge Offs for Uncollectible Accounts | 16 |
| d. Consideration of Out of State Travel – CEO/Commissioners | 20 |
| e. Consideration of the Amended Credit Card Use Policy | 21 |
| f. Consideration of the Social Media Policy | 27 |

7. **Informational**

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| a. Resident Services Presentation – Champions for Change – Fresno County Department of Public Health | 33 |
| b. Capital Projects Overview | 34 |
| c. Real Estate Development Update | 37 |

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8. Action	
a. Consideration of Property Sale – 5177 W. Donner, Fresno, CA	38
b. Consideration of the Amended Standard Lease Agreement – Public Housing	42
9. Commissioners’ Report	
10. Executive Director’s Report	72
11. Closed Session	
a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN 561-020-51S Agency negotiator: Preston Prince Negotiating parties: Jack Messina, Colliers International Under negotiation: Price and Terms of Sale	
b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b)) Property: APN 075-033-02T Agency negotiator: Preston Prince Negotiating parties: City of Huron Under negotiation: Price and Terms of Sale	
12. Report on Closed Session Items	
13. Adjournment	

Next Board Meeting – May 22, 2018 – 4pm Board Workshop, 5pm Board Meeting

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

Tuesday, March 27, 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, March 27, 2018 at the offices of HACCF, located at 1331 Fulton Street, Fresno, California.

The special workshop meeting was called to order at 4:04 p.m. by Board Vice Chair, Commissioner Sablan of the Board of Commissioners of the Housing Authority of Fresno County.

The workshop conversation continued on the topics of the Agency Goals. In addition, Mr. Preston Prince and Ms. Angie Nguyen presented the topic on Homelessness: Strategies for our Future Success. The workshop concluded at approximately 5:14 p.m.

1. The regular meeting was called to order at 5:30 p.m. by Board Chair, Commissioner Jones of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Adrian Jones, Chair
 Karl Johnson
 Stacy Vaillancourt
 Virna Santos

ABSENT: Caine Christensen, Vice Chair
 Rueben Scott

The meeting was called to order at 5:30 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
 Venilde Miller
 Joey Fuentes
 Nikki Henry
 Cary Catalano

ABSENT: Jim Petty, Chair
Mary G. Castro

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

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 4-0

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

MOTION PASSED: 5-0.

3. PUBLIC COMMENT

Mr. Preston Prince, of 1331 Fulton Street, Fresno, California 93721, acknowledged Ms. Malika Anderson's work with the Fresno Housing Authority. Ms. Anderson, from AmeriCorps VISTA, worked for more than one year within the resident services program. Ms. Mary Helen Caggianelli thanked Ms. Anderson for her success and instrumental in the Tech Camp and Digital Literacy programs.

Ms. Marisa Alonzo, resident of 23 E. El Dorado Apt#418, Fresno, California 93706, supported the new rules, the banning and curfew. She supports the Standard Lease Agreement for Public Housing.

Mr. Andre Drungwoole, resident of 48 E. Shields. A single father raising his daughter, stated he needs help. He's concerned about his section 8 application. Mr. Drungwoole stated he applied for the past ten years and has not yet been selected. He shared that he saved his confirmation number.

Ms. Norma Cantor, (Spanish speaking, translator was provided); resident of 433 Kern Street, Fresno, California 93706, supported the Standard Lease Agreement for Public Housing. She reaffirmed her support to the changes under curfew and loitering. Ms. Cantor said she has four young children; she showed her concern for their safety while playing outside. Ms. Cantor stated there is constant drug use within her neighborhood and children are exposed to this on a daily basis.

Mr. Dartheateueas Lloyd, residents of 216 E. Dunn Ave. #373, Fresno, California 93706, agreed with the Standard Lease Agreement for Public Housing, stated this will keep the neighborhood safe.

Mr. Jose Perez, Spanish speaking, translator was provided); resident of 471 P Street, Firebaugh, California 93622, highly supported the Standard Lease Agreement for Public Housing. He presented that he is highly affected by guests and residents publicly using drugs, smoking cigarettes and causing loud disturbances.

Ms. Ruby Yanes, resident of 640 E. California Ave. #103, Fresno, California 93706, stated she agrees with the Standard Lease Agreement for Public Housing.

4. POTENTIAL CONFLICTS OF INTEREST

Commissioner Catalano announced that he had a conflict of interest with *item 7(b)- Consideration of the MOU with Habitat for Humanity to develop a single family home at 844 S Chance Ave.*

5. CONSENT AGENDA

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

- a. Consideration of Adoption of the Minutes of February 27, 2018
- b. Consideration to Extend Workers Compensation Coverage to Volunteers

CITY MOTION: *Commissioner Johnson moved, seconded by Commissioner Vaillancourt to approve the Consent Agenda Items A-B.*

MOTION PASSED: 4-0

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

MOTION PASSED: 5-0

6. INFORMATIONAL

- a. Resident Services Presentation – California Health Collaborative

Ms. Marisol Zamora, Program Manager-California Health Collaborative presented on this topic.

b. Introduction Procurement and Vendor Metrics

Ms. Emily De La Guerra presented on this topic.

c. Interest List Update (Housing Choice Vouchers)

Ms. Angie Nguyen presented on this topic.

d. Real Estate Development Update

Ms. Tracewell Hanrahan presented the Real Estate Development Update.

7. ACTION

a. Consideration to Accept the 2017 Operating and HAP Financial Results

Ms. Emily De La Guerra presented on this topic.

CITY MOTION: Commissioner Vaillancourt moved, seconded by Commissioner Johnson to approve the 2017 Operating and HAP Financial Results.

MOTION PASSED: 4-0

COUNTY MOTION: Commissioner Catalano moved, seconded by Commissioner Miller to approve the 2017 Operating and HAP Financial Results.

MOTION PASSED: 5-0

b. Consideration of the MOU with Habitat for Humanity to develop a single family home at 844 S. Chance Ave.

Mr. Michael Duarte presented on this topic.

Commissioner Catalano recused himself from discussion and action on this item.

CITY MOTION: Commissioner Johnson moved, seconded by Commissioner Santos to approve the MOU with Habitat for Humanity to develop a single family home at 844 S. Chance Ave.

MOTION PASSED: 4-0

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Henry to approve the MOU with Habitat for Humanity to develop a single family home at 844 S. Chance Ave.

MOTION PASSED: 4-0

- c. Consideration of Authorization to Sell 4283 W. Princeton Ave. Property (HOP Home)

Ms. Emily De La Guerra presented on this topic.

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Santos to approve the Sale of 4283 W. Princeton Ave. Property (HOP Home).*

MOTION PASSED: 4-0

COUNTY MOTION: *Commissioner Henry moved, seconded by Commissioner Miller to approve the Sale of 4283 W. Princeton Ave. Property (HOP Home).*

MOTION PASSED: 5-0**8. COMMISSIONERS' REPORT**

Commissioner Sablan thanked the Boards for the opportunity to attend the National Low Income Housing Coalition (NLIHC) meeting in Washington.

9. EXECUTIVE DIRECTOR'S REPORT

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

- Mr. Prince announced Mr. Bedrosian decided to conclude his role as Commissioner. Mr. Prince thanked Mr. Bedrosian for his work and service during the 6 years as a Commissioner for the City Board.
- Mr. Prince announced April 2, 2018 the Form 700s are due, all forms must be submitted online.
- On April 3, 2018 from 11am to 1:00pm, the Ethic Training for Commissioners will be provided by Baker Manock & Jensen.

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

- Miguel Ramos, Maintenance Technician (new hire)
- Samuel Speight, Maintenance Technician (new hire)
- Jabbari Cumbry, Maintenance Technician (new hire)
- Maria Garcia, Receptionist (new hire)

10. CLOSED SESSION

The Boards went into closed session at approximately 6:58 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APNs: 561-020-51S
Agency negotiator: Preston Prince
Negotiating parties: Jack Messina, Colliers International
Under negotiation: Price and Terms of Sale
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 396-020-17
Agency negotiator: Preston Prince
Negotiating parties: The Kingsburg RDA Successor Agency
Under negotiation: Price and Terms of Sale
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 433-220-39T
Agency negotiator: Preston Prince
Negotiating parties: Ernest M. Reyes, Lincoln Consulting Group, LLC
Under negotiation: Price and Terms of Sale
- d. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54954.5(b))
Property: APN: 075-091-25
Agency negotiator: Preston Prince
Negotiating parties: Ernest M. Reyes, Lincoln Consulting Group, LLC
Under negotiation: Price and Terms of Sale

The Boards returned to open session at approximately 7:32 p.m.

11. REPORT ON CLOSED SESSION

There was no action to report at this time.

12. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 7:33 p.m.

Preston Prince, Secretary to the Boards of Commissioners

BOARD MEMO

O (559) 443-8400
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1331 Fulton Mall
Fresno, California 93721
TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

FROM: Preston Prince 
CEO/ Executive Director

AGENDA ITEM: 6b

AUTHOR: Hilda Reeves
Sr. Hsg. Manager

SUBJECT: Authorization of Charge-off Uncollectible Accounts to Collection
Losses for the 1st Quarter of 2018 for the City Housing Programs

Executive Summary

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

An analysis of uncollectible accounts for the City Housing Management Programs for the First Quarter of 2018 is found below.

First Quarter Financial Impact:

First Quarter Collection Losses for the City total \$908.27.

Recommendation

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

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION AUTHORIZING CHARGE-OFF OF

UNCOLLECTIBLE ACCOUNTS TO COLLECTION LOSSES

FOR THE FIRST QUARTER 2018 FOR CITY HOUSING PROGRAMS

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno desires to comply with said policy and does hereby authorize charge-off to collection losses that total \$908.27.

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 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

PART I - ANALYSIS OF CHARGES TO ALL TENANT ACCOUNTS:

TYPE OF CHARGES	LOW INC. PUB.HSG.	
	AMOUNT	
Dwelling Rent-Qrtly	281,164.92	
Other Charges-Qrtly	0.00	
Total Charges	281,164.92	

PART II - COMPOSITION OF UNCOLLECTIBLE WRITE-OFFS:

TYPE OF CHARGES	LOW INCOME PUBLIC HSG.	
	AMOUNT	PERCENT
Dwelling Rent	250.00	27.52%
Legal Action	0.00	0.00%
Miscellaneous Charges	658.27	72.48%
<i>Total Uncollectible</i>	908.27	100.00%

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

	<u>Total Uncollectible</u>	<u>Amount of Loss</u>	<u>Recovered Losses</u>	<u>Percent of Dwelling Rent</u>	<u>Per Unit Per Month</u>
LOW INC. PUB. HSG.					
First Quarter 2017	15,116.24	15,116.24	0.00	5.46%	11.64
Second Quarter 2017	12,691.19	12,691.19	0.00	2.18%	4.35
Third Quarter 2017	4,139.26	4,139.26	0.00	1.47%	3.19
Fourth Quarter 2017	4,882.25	4,882.25	0.00	1.73%	3.76
First Quarter 2018	908.27	908.27	0.00	0.32%	0.70

**CHARGE-OFF UNCOLLECTIBLE
ACCOUNTS RECEIVABLE
First QUARTER 2018**

CITY HOUSING PROGRAMS:

AMP 1	\$ 908.27
AMP 2	<u>\$ -</u>
TOTAL LOW INCOME PUBLIC HOUSING	<u>\$ 908.27</u>

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 

CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 6c

AUTHOR: Hilda Reeves

Sr. Hsg. Manager

SUBJECT: Authorization of Charge-off Uncollectible Accounts to Collection
Losses for the 1st Quarter of 2018 for the County Housing Programs

Executive Summary

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

An analysis of uncollectible accounts for the County Housing Management Programs for the First Quarter of 2018 is found below.

First Quarter Financial Impact:

First Quarter Collection Losses for the County total \$7,635.33.

Recommendation

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

RESOLUTION NO. _____
BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE COUTNY OF FRESNO
RESOLUTION AUTHORIZING CHARGE-OFF OF
UNCOLLECTIBLE ACCOUNTS TO COLLETION LOSSES
FOR THE FIRST QUARTER 2018 FOR COUNTY HOUSING PROGRAMS

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County desires to comply with said policy and does hereby authorize charge-off to collection losses that total \$7,635.33.

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 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

PART I - ANALYSIS OF CHARGES TO ALL TENANT ACCOUNTS:

LOW INC. PUB.HSG.	
AMPS 1 - 6	
TYPE OF CHARGES	AMOUNT
Dwelling Rent-Qtly	608,236.03
Other Charges-Qtly	0.00
NET RENT	608,236.03

PART II - COMPOSITION OF UNCOLLECTIBLE WRITE-OFFS:

LOW INCOME PUBLIC HSG.		
TYPE OF CHARGES	AMOUNT	PERCENT
Dwelling Rent	3,145.77	41.20%
Legal Action	695.00	9.10%
Miscellaneous Charges	3,794.56	49.70%
Total Uncollectible	7,635.33	100.00%

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

LOW INC. PUB. HSG.	Total Uncollectible	Amount of Loss	Recovered Losses	Percent of Dwelling Rent	Per Unit Per Month
First Quarter 2017	11,033.69	11,033.69	0.00	1.95%	3.78
Second Quarter 2017	12,691.19	12,691.19	0.00	2.18%	4.35
Third Quarter 2017	9,158.60	9,158.60	0.00	1.51%	3.14
Fourth Quarter 2017	14,940.86	14,940.86	0.00	2.44%	5.12
First Quarter 2018	7,635.33	7,635.33	0.00	1.26%	2.62

**CHARGE-OFF UNCOLLECTIBLE
ACCOUNTS RECEIVABLE
First QUARTER 2018**

COUNTY HOUSING PROGRAMS:

AMP 1	\$ 2,783.69
AMP 2	\$ -
AMP 3	\$ -
AMP 4	\$ 3,904.39
AMP 5	\$ -
AMP 6	<u>\$ 947.25</u>
TOTAL LOW INCOME PUBLIC HOUSING	<u>\$ 7,635.33</u>

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 6d

AUTHOR: Tiffany Mangum

SUBJECT: Consideration of Out of State Travel – CEO and Commissioners

Executive Summary

Out-of-State Travel is requested for the CEO/Executive Director and/or Commissioners* as follows:

Date	Location	Event
5/17-5/18/18	Washington, DC	Housing Development Law Institute Conference*
6/6-6/8/18	Denver, CO	National Organization of African Americans in Housing (NOAAH) Conference*
6/20-6/22/18	Chicago, IL	CLPHA Summer Meeting
10/14-10/16/18	Boston, MA	National Conference of State Housing Agencies
10/18-10/19/18	Washington, DC	CLPHA Fall Meeting
10/24-10/27/18	Atlanta, GA	National NAHRO Conference*

Recommendation

It is recommended the Boards of Commissioners of the Fresno Housing Authority, approve the aforementioned out-of-state travel itinerary and attendee(s).

Fiscal Impact

All travel and conference expenditures are within budget, and funds have been previously approved as part of the FY2018 Operating Budgets submitted and approved in December 2017.

**Commissioners may attend with the CEO.*

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 6e

AUTHOR: Emily De La Guerra

SUBJECT: Approval of the Credit Card Use Policy

Executive Summary

The purpose of this item is to request that the Boards of Commissioners approve an update to the Credit Card Use Policy (formerly known as the "Cal-Card Policy"). The objective of this policy is to provide guidelines to promote the responsible and appropriate use of Agency credit cards.

The proposed changes will align the Credit Card Use Policy with industry best practice standards as recommended by the Government Finance Officers Association (GFOA). These guidelines set forth the requirements and standards for all users of Agency credit cards. Staff is recommending a partial revision of the policy to reflect current internal procedures, job titles, reporting requirements, and the addition of credit cards specifically for fuel purchases. These changes are intended to streamline and simplify the purchasing and accounts payable functions by eliminating waste and low-value activities, while enhancing reporting capabilities to help ensure proper credit card usage.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached Credit Card Use Policy.

Fiscal Impact

There is no fiscal impact.

Background Information

The Fresno Housing Authority issues credit cards to employees, which are intended to provide an efficient, cost-effective method of paying for business-related expenses when a purchase order, check, or invoice cannot be processed. The Agency has contracted with US Bank through the State of California CAL-Card program to offer employees a purchasing card as method of payment for official Agency business and travel expenses. Upon approval of the policy, the Agency will issue fuel-purchasing cards for Agency fleet vehicles through the WEX Card program.

The purpose of the Credit Card Use policy is to define eligibility, responsibility, and proper credit card usage. The policy is designed to ensure that individual users and those responsible for supervising cardholders comply with all policies and procedures regarding Agency credit card usage.

The Boards of Commissioners previously adopted revised versions of the Credit Card Use Policy (formerly known as the “Cal-Card Policy”) in June 2014 and December 2007.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION APPROVING THE ADOPTION OF THE AMENDED CREDIT CARD USE
POLICY**

WHEREAS, the Fresno Housing Authority (the "Agency") provides Agency-issued credit cards for the purpose of providing an efficient, cost-effective method of paying for business-related expenses;

WHEREAS, the Credit Card Use Policy is meant to define eligibility, responsibility, and proper credit card usage; and

WHEREAS, the Agency is proposing an update to the Credit Card Use Policy to provide guidelines to help promote the responsible and appropriate use of Agency credit cards

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

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 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 ADOPTION OF THE AMENDED CREDIT CARD USE
POLICY**

WHEREAS, the Fresno Housing Authority (the "Agency") provides Agency-issued credit cards for the purpose of providing an efficient, cost-effective method of paying for business-related expenses;

WHEREAS, the Credit Card Use Policy is meant to define eligibility, responsibility, and proper credit card usage; and

WHEREAS, the Agency is proposing an update to the Credit Card Use Policy to provide guidelines to help promote the responsible and appropriate use of Agency credit cards

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

PASSED AND ADOPTED THIS 17TH DAY OF APRIL, 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

Credit Card Use Policy

Introduction

The Fresno Housing Authority (the “Agency”) issues credit cards to employees, which are ~~meant~~ intended to provide an efficient, cost-effective method of paying for business-related expenses when a purchase order, check, or invoice cannot be processed. The Agency has contracted with US Bank through the State of California CAL-Card program to offer employees a purchasing card as method of payment for official Agency business and travel expenses. The Agency also maintains fuel-purchasing cards for Agency fleet vehicles through the WEX Card program.

Purpose

The purpose of the Credit Card Use policy is to define eligibility, responsibility, and proper credit card usage. This policy is designed to ensure that individual users and those responsible for supervising cardholders comply with all policies and procedures regarding Agency credit card usage. This Policy is supported and supplemented by a variety of existing Agency policies and procedures that provide a framework to support compliance with this Policy.

Employees utilizing Agency credit cards do so with an understanding of ~~and under~~ all conditions set forth in the Credit Card Use Policy and Procedures documents. Agency credit card users shall sign the Credit Card Usage Agreement (found in the Credit Card Use Procedures) to indicate their understanding of and adherence to these rules. Failure to comply with the Credit Card Use Policy and/or Procedures may result in the disciplinary action of an employee, up to and including termination.

Public Record

All documents related to the use of any Agency credit card may be fully disclosed as public record to the extent provided by the California Public Records Act.

Responsibility

Each and every employee is required to abide by the provisions outlined in the Credit Card Use Policy and Procedures. The Executive Director, and/or his/her designee, is responsible for the administration, interpretation, and application of the Credit Card Use Policy and Procedures. The Boards of Commissioners are responsible for policy adoptions and revisions.

Policy Statement

Agency credit cards are assigned to Fresno Housing employees and are prohibited from being transferred to, assigned to, or used by anyone other than the designated employee. Non-Fresno Housing employees, temporary employees, Commissioners, and interns are not eligible for Agency credit cards. Agency credit card use for personal purchases is strictly prohibited. Fraudulent and/or misuse of the card is grounds for revoking Agency credit card privileges and may lead to disciplinary action, up to and including termination of employment.

Each user will be required to sign the Employee Cardholder Agreement as part of enrollment process, and will be expected to adhere to the Credit Card Use Procedures. The cardholder is responsible for the security of their card and the transactions made against the card. While the Cardholder is authorized to make purchases on behalf of the Agency, good stewardship of funds still requires that Cardholders continue to follow all Agency personnel, ethics, and financial policies regarding purchasing of goods and services.

Specific controls are placed on each credit card, which includes dollar and transaction limitations, as specified in the Delegation of Purchasing Authority Policy. Under no circumstances should a transaction be split into two separate receipts to bypass the single transaction dollar limit.

Agency credit card activity is subject to audits by appropriate personnel. The audits are to help ensure adherence to the program's policies and procedures.

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO / Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 6f

AUTHOR: Scott Fetterhoff

Director of Human Resources

SUBJECT: Resolution to approve the Social Media Policy

Executive Summary

The purpose of this memo is to provide the Boards of Commissioners with information on the Social Media Policy currently being considered for adoption.

The Agency recognizes the growing importance of social media as a communication tool used by an ever-growing number of stakeholders including: community partner organizations, community members, residents, and employees. As such, the Agency intends to launch its first social media page on Facebook in April, 2018, and to utilize the page to deliver public communication, to monitor and increase client service quality and efficiency, and to promote overall transparency.

The overall purpose of the policy is to provide guidelines for ensuring Agency activities on social media are conducted in a professional, respectful, ethical and legal manner.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the attached Social Media Policy

Fiscal Impact

None at this time.

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

RESOLUTION TO APPROVE THE SOCIAL MEDIA POLICY

WHEREAS, The Fresno Housing Authority (“the Agency”) recognizes the growing importance of social media as a communication tool used by an ever-growing number of professional organizations; and

WHEREAS, the Agency intends to utilize social media to deliver public communication, to monitor and increase client service quality and efficiency, and to promote overall transparency; and

WHEREAS, the purpose of this policy is to provide guidelines for ensuring Agency activities on social media are conducted in a professional, respectful, ethical and legal manner; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, does hereby approve of the Social Media Policy.

PASSED AND ADOPTED THIS 17th day of April, 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

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

RESOLUTION TO APPROVE THE SOCIAL MEDIA POLICY

WHEREAS, The Fresno Housing Authority (“the Agency”) recognizes the growing importance of social media as a communication tool used by an ever-growing number of professional organizations; and

WHEREAS, the Agency intends to utilize social media to deliver public communication, to monitor and increase client service quality and efficiency, and to promote overall transparency; and

WHEREAS, the purpose of this policy is to provide guidelines for ensuring Agency activities on social media are conducted in a professional, respectful, ethical and legal manner; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, does hereby approve of the Social Media Policy.

PASSED AND ADOPTED THIS 17th day of April, 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

Social Media Policy

Introduction

The Fresno Housing Authority (“the Agency”) recognizes the growing importance of social media as a communication tool used by an ever-growing number of stakeholders including: community partner organizations, community members and residents, and employees. The Agency also recognizes that social media is in a state of constant change, and that there will be events or issues that may arise, which are not specifically addressed by the Agency’s Social Media Policy. The Agency intends to utilize social media to deliver public communication, to monitor and increase client service quality and efficiency, and to promote overall transparency. This policy applies to all forms of social media, including, but not limited to: official Agency social media sites, personal websites, blogs, Facebook, Twitter, MySpace, LinkedIn, Instagram, Pinterest, YouTube, Snapchat, wikis, virtual works, or any other online forums or interactive electronic communication platform, application or network.

Purpose

The purpose of this policy is to provide guidelines for ensuring Agency activities on social media are conducted in a professional, respectful, ethical and legal manner. Accordingly, employee activities on social media are subject to all other relevant and applicable policies, which may include but are not limited to the following: Fresno Housing Authority and SEIU Memorandum of Understanding, Fresno Housing Authority Administrative plans and Admission and Continued Occupancy Policies, Anti-Fraud & Ethics Policy, Information and Technology Policy, Policy Against Harassment and Discrimination, Workplace Safety Policy, Workplace Violence Policy, as well as applicable state and federal law, including the California Public Records Act (Gov. Code section 6250 *et. seq*).

Sources

- Fresno Housing Authority and SEIU Memorandum of Understanding
- Anti-Fraud and Ethics Policy
- Information Technology Policy
- Policy Against Harassment and Discrimination
- Workplace Safety Policy
- Workplace Violence Policy

- 2018 Administrative Plan: Housing Authority of the City of Fresno (Chapter 1.16 Privacy Rights, Chapter 4.20.4 Records Management)
- 2018 Administrative Plan: Housing Authority of Fresno County (Chapter 1.16 Privacy Rights, Chapter 4.20.4 Records Management)
- 2018 Housing Authority of the City of Fresno: Low Income Public Housing Program: Admission and Continued Occupancy Policy (Chapter 3 Eligibility and Suitability for Admission to Public Housing, Section 3.33 Records Management; Chapter 16 Program Administration, Section 16.19 Records Management; Chapter 22 Enterprise Income Verification (EIV) Security Policies and Procedures)
- 2018 Housing Authority of the County of Fresno: Low Income Public Housing Program: Admission and Continued Occupancy Policy (Chapter 3 Eligibility and Suitability for Admission to Public Housing, Section 3.33 Records Management; Chapter 16 Program Administration, Section 16.19 Records Management; Chapter 22 Enterprise Income Verification (EIV) Security Policies and Procedures)

Policy

Management of Social Media Sites / Pages

Employees are not authorized to post confidential information about the Agency or its clients that would in any way violate any applicable Agency policy or law.

Agency Social Media Sites

All Agency social media site responsibilities will be managed and/or delegated out in partnership and exclusively by the Agency's Communications Department and Executive Team. This includes (but is not limited to) all Agency-originated postings, responses to all client or community member-originated postings, any needed corrections or updates to previous postings, and all technology platform changes, updates or upgrades. Employees may not act as, or give the appearance of acting as, a spokesperson or representative of The Fresno Housing Authority.

All postings and other content on Fresno Housing Authority social media pages are public, and may be subject to the California Public Records Act and discovery laws.

Individual Use of Social Media

Unless expressly authorized to do so by the Agency Communications Department and Executive Team, employees may not use social media for any of the following purposes or at the following times:

- Agency business-related communication with clients.

- To use Fresno Housing email addresses to register on personal social networks or to utilize other online tools that are for personal use.
- To display or use Fresno Housing's logo or other trademarks, in a way that would violate any applicable Agency policy or law.
- To post personal information concerning residents or clients, community partners, vendors and employees, including but not limited to social security numbers, dates of birth, addresses, and phone numbers may not be disclosed under any circumstances.

In accordance with other Agency policies such as the Policy Against Harassment and Discrimination, Workplace Safety Policy, and the Workplace Violence Policy, an employee using social media or engaging in any other online activity that constitutes harassment, abusive conduct, a threat to the safety, health, life or well-being of an employee, resident and/or client, or that in any other way does not comply with the guidelines set forth in this policy, or that violates any other Agency policy or law, will be subject to disciplinary action, up to and including termination.

Public Relations and Employee Privacy

Unless expressly authorized to do so, employees are not authorized to speak to the media on Fresno Housing's behalf. All media inquiries, including but not limited to a request by a member of the news media or online blogger for an employee to comment on a post made on social media, should be directed by employees to his/her department Director and the Agency Communications Department.

The Agency also reserves the right to monitor or review all participation in public Agency-sponsored social media pages or websites to determine compliance with this policy in accordance with federal, state, and local laws.

Responsibility

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

BOARD MEMO

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www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 7a

AUTHOR: Doreen Eley, Senior Manager

SUBJECT: Resident Services Presentation: Fresno County Department of Public Health – Champions for Change Program

Executive Summary

Susie Rico-Vasquez, Health Educator, with Fresno County Department of Public Health will present information regarding the Champions for Change program a nutrition education program that empowers low-income residents to increase their fruit and vegetable consumption, physical activity, and food security with the goal of preventing obesity and other diet-related diseases. Educational presentations are offered to Fresno Housing youth and adults in the six targeted communities; Parlier, Reedley, Sanger, Kerman, West Fresno, and Lowell Neighborhood. Additional information will be provided at the Boards of Commissioners meeting.

Recommendation

No action is necessary. This item is informational only.

BOARD MEMO


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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/ Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 7b

AUTHOR: Gary Grinstead

SUBJECT: Update on Capital Improvement Projects

Executive Summary

The purpose of this memo is to provide a brief overview of capital improvements performed during 2017, as well as the proposed capital improvements for public housing (LIPH), mixed-finance, and specialty housing properties in 2018.

Capital improvements at mixed-financed and specialty housing are funded by property-specific replacement reserves. LIPH capital improvements are funded by annual capital fund grants from HUD. These funding sources can be utilized to make capital improvements to our assets, which substantially add to the value of the property and/or prolongs the useful life. Replacement reserve funds are budgeted annually, can only be used for capital improvement projects, and are subject to the approval of our lending partners. Capital funds grants are annual formula grants, and are used for LIPH capital and management improvements. Capital fund grants must be encumbered in two years and spent within four years.

On an annual basis, the Construction Management department, in conjunction with Housing Management and Maintenance staff, performs comprehensive property inspections and compiles a list of substantial improvements needed for each property. From this list, the capital needs are prioritized over a 5-year plan based on staff resources, current year priorities, and the following standards:

- Resident comfort, health and safety
- Compliance with current building and ADA requirements
- Annual REAC inspection preparation
- Maintainability and long-term sustainability
- Property marketability
- Energy and water conservation

During 2017, capital expenditures included: annual tree trimming and removal, asphalt replacement and re-striping, community space improvements, exterior siding/trim replacement and painting, and exterior lighting upgrades.

Proposed capital expenditure projects for 2018 include: roof replacement, unit and site lighting improvements, window replacement, site concrete replacement, exterior painting, door replacement, parking lot asphalt replacement and striping, fascia and siding replacement, solar panel installation and exterior stair replacement.

Proposed Capital Improvements

	Current Capital Fund Balance	Proposed 2018 Capital Fund Expenditures
City AMP's	\$644,686 *	
Sierra Plaza		\$38,000
Fairview Heights Terrace		\$15,000
Sequoia Courts Terrace		\$65,000
Sierra Terrace Upper		\$50,000
Sierra Terrace Lower		\$45,000
Monte Vista Terrace		\$42,000
De Soto II		\$25,600
Total City AMP	\$644,686 *	\$280,600
County AMP's	\$1,219,470 *	
Sunset Terrace		\$90,000
Cazares Terrace		\$30,000
Helsem Terrace		\$45,000
Mendoza Terrace		\$20,000
Taylor Terrace		\$12,000
Marcelli		\$165,000
Cazares Terrace II		\$3,000
Sunset Terrace II		\$77,000
Del Rey		\$30,000
Firebaugh Elderly		\$37,000
Laton		\$46,000
Biola		\$65,000
Huron		\$36,000
Pinedale		\$75,000
Cardella		\$65,000
De Soto		\$160,000
Total City AMP	\$1,219,470 *	\$956,000
Total LIPH	\$1,864,156 *	\$1,236,600

* Includes estimated 2018 Capital Grant

	Current Operating Reserve Balance	Proposed 2018 Operating Reserve Expenditures
Mendota (Farm Labor)	\$680,668	\$403,500
Maldonado Plaza	\$61,731	\$52,000
Total Specialty Housing	\$742,399	\$455,500
Total	\$742,399	\$455,500

Recommendation

None. Informational only.

Fiscal Impact

There are sufficient reserves within the respective programs and properties to move forward with the identified projects. Capital fund dollars may only be spent on improvements to our public housing portfolio and therefore have a net zero impact on the Agency's reserve levels.

BOARD MEMO


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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 7c

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

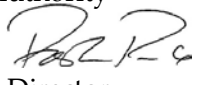
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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince 
CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 8a

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of Authorization to Sell Home Ownership Program
(HOP) Home: 5177 W. Donner Ave, Fresno, CA

Executive Summary

The purpose of this memo is to request the authorization from the Boards of Commissioners to sell one of the three remaining homes owned by the Fresno Housing Authority as part of a discontinued HUD program called the Home Ownership Program (HOP). Throughout 2017, staff provided a series of updates to the Boards of Commissioners on a variety of assets held by the Fresno Housing Authority including the HOP Homes. The Boards of Commissioners directed staff to proceed with the appropriate analysis and sale of the HOP Homes.

The current occupant of the home has obtained financing to purchase the property at 5177 W. Donner Ave, Fresno, CA 93722. As such, staff is requesting authorization by the Board of Commissioners to complete the transaction to sell the home to the current occupant.

Fiscal Impact

The contracted price of the home is \$151,000. Approximately, \$140,000 of sales proceeds will be available for the Agency to use for the purposes relating to affordable housing.

Recommendation

It is recommended that the Boards of Commissioners authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee to execute sales agreements and any related documents for 5177 Donner Ave.

Background

In 1982, the Housing Authority of the City of Fresno created a homeownership program for residents residing in public housing called the Home Ownership Program (HOP). This program is authorized under section 5(h) of the United States Housing Act (USHA) of 1937. Section 6(c) 4(d) of the USHA authorizes the Secretary to prescribe requirements for development by the Agency of viable homeownership opportunities for lower income families capable of assuming

the responsibilities of homeownership. The Agency entered into a 5(h) Implementation Agreement with HUD in 1993, and subsequent HOP agreements and sales contracts were created with homebuyers. In September of 1999, HUD promulgated a new rule in 24 CFR Part 906 that offers a replacement for the prior HOP programs allowing for the sale of the homes.

There are currently three remaining HOP homes in the City of Fresno. All three of the homes are occupied by residents who entered into agreements with options to purchase the homes. Two of the occupants continue to work towards obtaining enough down payment and proof of income to qualify to purchase the homes. One of the occupants, at 5177 Donner Ave., has accumulated a reserve account balance of \$20,801 that will be used towards the purchase price of \$151,000.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE SALE OF A HOMEOWNERSHIP PROGRAM (HOP)
HOME AT 5177 W. DONNER AVENUE

WHEREAS, the Housing Authority of the City of Fresno (the “Agency”) administered a Homeownership Program (HOP) to make public housing dwelling units, public housing projects, and other housing projects available for purchase by low-income families, and

WHEREAS, the Agency owns and has listed for sale 5177 W. Donner Ave, Fresno CA 93722 (the “Home”); and

WHEREAS, the Agency will sell the home to buyers who meet minimum eligibility requirements, which include income eligibility requirements of no more than 80% of area median income; and

WHEREAS, the Agency has executed a purchase agreement for \$151,000.00 with the current occupants, Bazezew Tedement & Belainesh Reta;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby approve the Agency to execute sales agreements and any related documents to sale the home to eligible buyers and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee to execute all documents in connection therewith.

PASSED AND ADOPTED THIS 17th DAY OF APRIL, 2018. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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TO: Boards of Commissioners

Fresno Housing Authority

FROM: Preston Prince

CEO/Executive Director

DATE: April 12, 2018

BOARD MEETING: April 17, 2018

AGENDA ITEM: 8b

AUTHOR: Blanca Navarro, Quality
Assurance Analyst

SUBJECT: Standard Lease and Public Housing Addenda – Written
Comment Period

Executive Summary

The purpose of this Board Memo is to provide the Boards of Commissioners with information on additional staff recommendations to the Standard Lease and Public Housing Addenda.

On February 27, 2018, the Boards approved the Standard Lease and Public Housing Addenda. HUD requires that Public Housing residents impacted by changes in leases be given a 30-day comment period to address any concerns and questions. The required 30-day notice was delivered to each resident informing them that a Comment Period would begin on March 13, 2018 and end April 12, 2018. The notice also invited residents to attend meetings held throughout Fresno County on several dates. Many residents attended the meetings to be informed of the changes and given an opportunity to discuss any questions or concerns. As a result of comments staff received from residents and members of the public, additional industry research, and discussions with attorneys and General Counsel, staff is recommending revisions to the Standard Lease and Public Housing Addenda as summarized below.:

The Standard Lease adopted on February 27, 2018 included language around curfew and loitering. Staff feels that it could more effectively address these concerns brought forward during the comment period by implementing Quiet Hours into the Standard Lease.

The sections of the Standard Lease that have been modified are listed below and a redlined draft is attached for review.

- Section 8. Curfew and Loitering
- Section 16, Termination of Lease, Item e, xxi

The following section of the Public Housing Addenda has been modified as indicated below and a redlined draft is attached for review.

- Section 7. Curfew and Loitering – This item has been removed in its entirety

Recommendation

It is recommended that the Board of Commissioners approve and adopt the revised Standard Lease and Public Housing Addenda. The redlined version of the approved lease with the new modification is attached.

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 FINAL DRAFT OF THE STANDARD LEASE AND PUBLIC
HOUSING ADDENDA**

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 a variety of rental housing including public housing and other affordable housing units throughout Fresno County; and

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

WHEREAS, the Agency desires to implement the new standard lease, public housing addenda and grievance procedures; and

WHEREAS, the standard lease will help ensure consistency across housing programs and compliance with, HUD, state and local laws; and

WHEREAS, the Agency has received comments and feedback from a variety of stakeholders including residents and community members; and

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

PASSED AND ADOPTED THIS 17th day of April 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 FINAL DRAFT OF THE STANDARD LEASE AND PUBLIC
HOUSING ADDENDA**

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

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

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

WHEREAS, the Agency desires to implement the new standard lease, public housing addenda and grievance procedures; and

WHEREAS, the standard lease will help ensure consistency across housing programs and compliance with, HUD, state and local laws; and

WHEREAS, the Agency has received comments and feedback from a variety of stakeholders including residents and community members; and

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

PASSED AND ADOPTED THIS 17th day of April 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

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 [This Section Intentionally Omitted.]~~

~~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.a. 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.

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>		
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 LOITERING. QUIET HOURS AND COMMON AREAS.~~ No. RESIDENT, household member or invitee who is on the premises shall make, cause, or permit to be made or caused any sound or noise resulting in discomfort or annoyance to any reasonable person of normal sensitivity residing or working in the housing complex between the hours of 10:00 p.m. on any day and 6:00 a.m. of the following day. Additionally, no person shall loiter in the housing complex common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of a RESIDENT or their invitee.

~~8. 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~~ quiet hours, 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 inquires 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

Board approved

O (559) 443-8400
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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners
Fresno Housing Authority
DATE: April 13, 2018
BOARD MEETING: April 17, 2018
FROM: Preston Prince
CEO/Executive Director
AGENDA ITEM: 10
AUTHOR: Staff
SUBJECT: Directors Report- April 2018

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	Percent Complete
Legacy Commons Phase II	Under Construction	2255 S Plumas Street, Fresno, CA	64	97%

Blossom Trail Commons (formerly Memorial Village)	Under Construction	302 K Street, Sanger, CA	48	65%
Magill Terrace	Under Construction	401 Nelson Avenue, Fowler, CA	60	8%
Oak Grove	Under Construction Closed March 2018	595 Bigger Street, Parlier, CA	56	0%
Blackstone/Simpson Project	Pre- Development February 2018 HOME Application March 2018 AHP Application March 2018 SJVAPCD Application	3039 N Blackstone Avenue, Fresno, CA	45	N/A
Highway City Project	Pre-Development February 2018 HOME Application March 2018 AHP Application	4658 N Polk Avenue, Fresno, CA	44	N/A
Orchard Farm Labor Housing	Pre-Development March 2018 AHP Application	295 S Newmark Avenue, Parlier, CA	41	N/A

Project Highlights

The Oak Grove project closed on March 26, 2018. The new construction of 56 affordable housing units commenced immediately after closing. The Oak Grove project entails the demolition of fifty (50) Low Income Public Housing (LIPH) units in Parlier, CA which converted to Project Based Rental Assistance units through the Rental Assistance Demonstration program upon closing.

HMD OPERATIONS

FRESNO HOUSING PORTFOLIO- MANAGED ASSETS						
	Total # of Units	Total Vacant	Current Occupancy	Notice to Vacate	Approved Apps	Net Occupancy
CITY OF FRESNO						
City of Fresno	848	14	98%	10	4	97%
COUNTY OF FRESNO						
County of Fresno	1128	24	97.78%	10	0	96.98%

The Housing Management team continues to work on leasing efforts for both Renaissance at Parc Grove and Legacy Commons Phase II.

Renaissance at Parc Grove is expected to open in May 2018. Staff is working closely with West Care and the HCV team to qualify prospective residents.

Legacy Commons Phase II is scheduled to be ready by the end of April 2018. Staff is working diligently to prepare existing families for the move from Sierra Terrace to their brand new apartment homes at Legacy Commons.

Families from Oak Grove in Parlier have all moved into their temporary homes as we prepare for the construction phase of the RAD Conversion. On March 22, 2018, Housing Authority staff hosted a Farewell Dinner for current and past residents. Several former occupants gathered to tell stories and take photos at the site.

The Parlier Migrant Center opened for the 2018 Season on April 4, 2018; there are 108 families currently housed. Fresno Office of Education's Migrant Program provided lunch for the families during move-ins and Paletas (Popsicles) were provided for the families by the Fresno Housing Authority. The Housing Authority also provided lunch for staff and partners who volunteered to help with move-ins on Opening Day.

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 March, the following leasing activities took place for the HCV City and County programs.

HCV City

Draws: 1,000 HCV City applicants were selected and scheduled to attend criminal background check appointments. 500 were scheduled from March 15th through March 21st - 218 attended, resulting in a 44% show rate. Another 500 were scheduled from April 2nd through April 5th - 234 attended, resulting in a 47% show rate.

In addition, the following leasing activities took place:

- 559 initial eligibility interviews were scheduled in March - 506 applicants attended, resulting in a 91% show rate.
- 263 families attended briefings to receive their vouchers.
- 237 HCV City applicants leased up in March.
- 554 HCV City applicants are currently searching for housing.

HCV County

Draws from the HCV County waitlist will begin in April 2018. March's leasing activities for the County are as follows:

- 12 families attended briefings to receive their vouchers.
- 73 HCV County applicants leased up in March.
- 148 HCV County applicants are 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 PBV resident requests HCV assistance after one year of PBV assistance, they are also issued an HCV County voucher.

Also, in our efforts to increase our no-show rate, staff are still assessing the value of allowing second appointments. Staff plan on scheduling 500 applicants who missed their appointments in February and March for a second opportunity on Friday, April 13, 2018. Furthermore, appointment notification letters are being mailed out 15 days in advance of the first appointment, opposed to 10 days in advance to allow families more time to plan for their appointment.

Staff continue to hold regular meetings to review both HAP and voucher utilization.

Resident Services

Read Across America - Dr. Seuss's Birthday Celebration

Site(s): Cardella Courts, Mendoza Terrace I & II (Firebaugh), Cedar Courts, and Cueva De Oso (Selma)

On March 2nd, Read Across America activities were held at three Fresno Housing community centers. The events focused on the celebration of Dr. Seuss's birthday. Activities included Dr. Seuss story time with special guest readers Selma Police Chief Greg Garner, Francine and Murray Farber, and Fresno Housing Deputy Director Tammy Townsend. Youth enjoyed several Dr. Seuss arts and crafts, they received snacks, and celebrated with a cake signed Happy Birthday to Dr. Seuss. Each child received a Dr. Seuss book to take home. Over 100 youth and adult residents attended one of the three events.



For more information on Read Across America visit www.nea.org

Spring Break Activities

Site(s): Parc Grove Commons, Sequoia Courts, Legacy Commons, Yosemite Village, and Villa Del Mar

Every Neighborhood Partnership (ENP) along with local churches within the Fresno area provided a three-day camp held during spring break week. Youth were invited to partake in activities coordinated by volunteers of The Well Community Church. Each day, five-and-a-half-hours of programming included; arts and crafts, coloring, face painting, volleyball, basketball, and other outdoor interactive games. Lunch and snacks were provided daily by the church. Over 258 residents combined at all locations participated in the activities.





For more information on Every Neighborhood Partnership visit everyneighborhood.org

Fulton West – Spring Festivities and Barbeque

Site(s): Fulton West, Fresno, CA

On March 29th, Fulton West residents enjoyed a community barbeque along with fun spring activities such as arts & crafts, easter basket decorations, word search puzzles & coloring, and an easter egg hunt. Residents had a great time engaging in the activities and being able to spend time with one another. A total of sixteen adults and eleven youths participated in this event.



Community Risk Reduction

Site(s): Wedgewood Commons (Sanger)

City of Sanger Fire Department Chief Greg Tarascou presented a Community Risk Reduction workshop entitled “Remembering When” for the residents of Wedgewood Commons. The residents gained information on fire safety in their units such as Kitchen fires, stove usage, portable heaters, and the procedure of Stop, Drop, and Roll. The workshop also included prevention methods to use in the home such as clearing paths, clutter, electrical cords, carpets, and the use of bathroom accessories such as bath mats and handle bars. Upon completion of the discussion, many of the residents signed up to have a free home fire inspection to be set up at a later date. Residents were also given handouts with a summary of what was discussed.

Girls Scouts of Central California

Site(s): Del Rey Apartments, Kings River Commons (Reedley)

Representatives from Girl Scouts of Central California provided a four-day workshop. The program began with the young ladies creating a journal for the week. The daily workshops included arts and crafts that focused on recycling and how to recycle appropriately. The other portion of the workshop was on water usage and conservation. The young ladies ended the week with a ceremony to receive their certificate and badges based on their grade levels. The 16 girls in attendance received their daisies, brownies, juniors, and cadette badges.



For more information on Girls Scouts of Central California visit www.girlscoutscs.org

Earth Day

Site(s): Cardella Courts, Mendoza Terrace I & II (Firebaugh), and Rios Terrace (Mendota)

On March 27th and 28th, Mid Valley Disposal held an Earth Day event in Mendota and Firebaugh. Fresno Housing residents were invited to learn how to take better care of Earth. Residents had the opportunity to sit through a quick trash disposal and recycling class before heading out to do a community clean up. Once clean-up was done, they were able to take a break enjoying hot dogs and drinks, followed by flower planting. Over 80 Fresno Housing residents attended.



For more information on Mid Valley Disposal visit www.midvalleydisposal.com

Intergenerational Activity

Site(s): Rio Villas and Firebaugh Elderly

The Fresno Housing Authority and The Boys and Girls Club hosted an intergenerational activity with youth from the Firebaugh Boys and Girls Club. The youth made Easter grams for the senior residing at Rio Villas and Firebaugh Elderly. The Boys and Girl Club youth visited each site and delivered 58 handmade Easter Grams with personal messages and treats.



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.

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

On Thursday, March 22, 2018 Senior HR Analyst – Aysha Hills participated on a mock interview panel at Fresno Pacific University for their Career Achievement Program. Eight students were given the opportunity to practice interviewing with members of the business community and receive honest feedback to help them improve their interviewing skills.

On Tuesday, April 3, 2018 Senior HR Analyst – Aysha Hills and HR Coordinator Kayla Giosa attended a networking luncheon at Fresno Pacific University. They spoke with students and other employers about the employment opportunities available at the Fresno Housing Authority.

On Wednesday, April 18, 2018 HR Manager Summer Nunes will attend a training provided by Liebert Cassidy Whitmore on disciplinary and harassment investigations. The workshop includes numerous case studies to assist in identifying and learning to avoid potential pitfalls. Senior HR Analyst – Aysha Hills will attend a training provided by Liebert Cassidy Whitmore on diversity and succession planning. This training will focus on generational diversity and address the conflicts that can arise in workplaces due to different generational viewpoints.

New Hire/Promotions

- Jatinder Kalkat, Maintenance Specialist (promotion)
- Samuel Speight, Maintenance Technician (promotion)
- Kayla Giosa, Human Resources Coordinator II (promotion)

Administrative Services & Procurement

The Procurement department is currently working with the Planning & Community Development Department (P&CD) to publicly solicit opportunities for Invitations for Bid (IFB) for asphalt paving and exterior siding, and painting projects. Each IFB is in the pre-solicitation stage, and staff is working to complete the scope of work and solicitation documents.

The Facilities department is in the evaluation stage of a procurement to complete carpet replacement in the Central Office. The new carpet proposals include new carpet and safety features for each of the Central Office stairwells.

Information Technology

The IT department has been hard at work migrating our E-mail services to a cloud based e-mail system. Using the Cloud has many benefits such as; enhanced security, additional disaster recovery capabilities and increased capabilities for mobile users.

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

April 17, 2018



Champions for Change

**Fresno County Housing Authority
Board of Commissioners Meeting
April 17, 2018**

**Presented by:
Susie A. Rico-Vasquez, MPH
Program Coordinator – Health Educator**

Champions for Change Movement



Create innovative partnerships and empower lower-income Californians for healthy change.

Network for a Healthy California

What are our goals?

1. Increase access to healthy food and beverages
2. Increase consumption of healthy food and beverages
3. Increase physical activity opportunities
4. Decrease challenges and barriers to living a healthy lifestyle

Key Messages

- Make half your plate fruits and vegetables.
- Make half your grains whole grains.
- Add lean protein.
- Move to low-fat or fat-free milk or yogurt.
- Drink water instead of sugary drinks.
- Be active your way every day.

Champions for Change Fresno Model



Target Communities

- **Parlier**
- **Reedley**
- **Lowell**
- **Sanger**
- **West Fresno**
- **Kerman**

Based on our SNAP-Ed funding criteria that at least 50% of the population is living at or below 185% of the Federal Poverty level

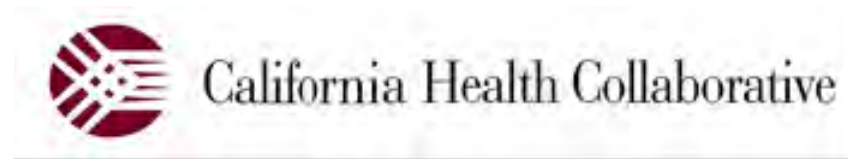
A Healthy Community



Acknowledgements



Department of Public Health
www.fcdph.org



For CalFresh information, call 1-877-847-3663. Funded by USDA SNAP-Ed, an equal opportunity provider and employer. Visit www.CaChampionsForChange.net for healthy tips.

Contact

www.fcdph.org

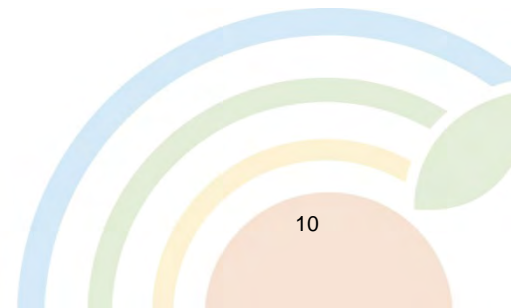
(559) 600-6449

Susie Rico-Vasquez, MPH

Health Educator

Program Coordinator

sricovasquez@co.fresno.ca.us



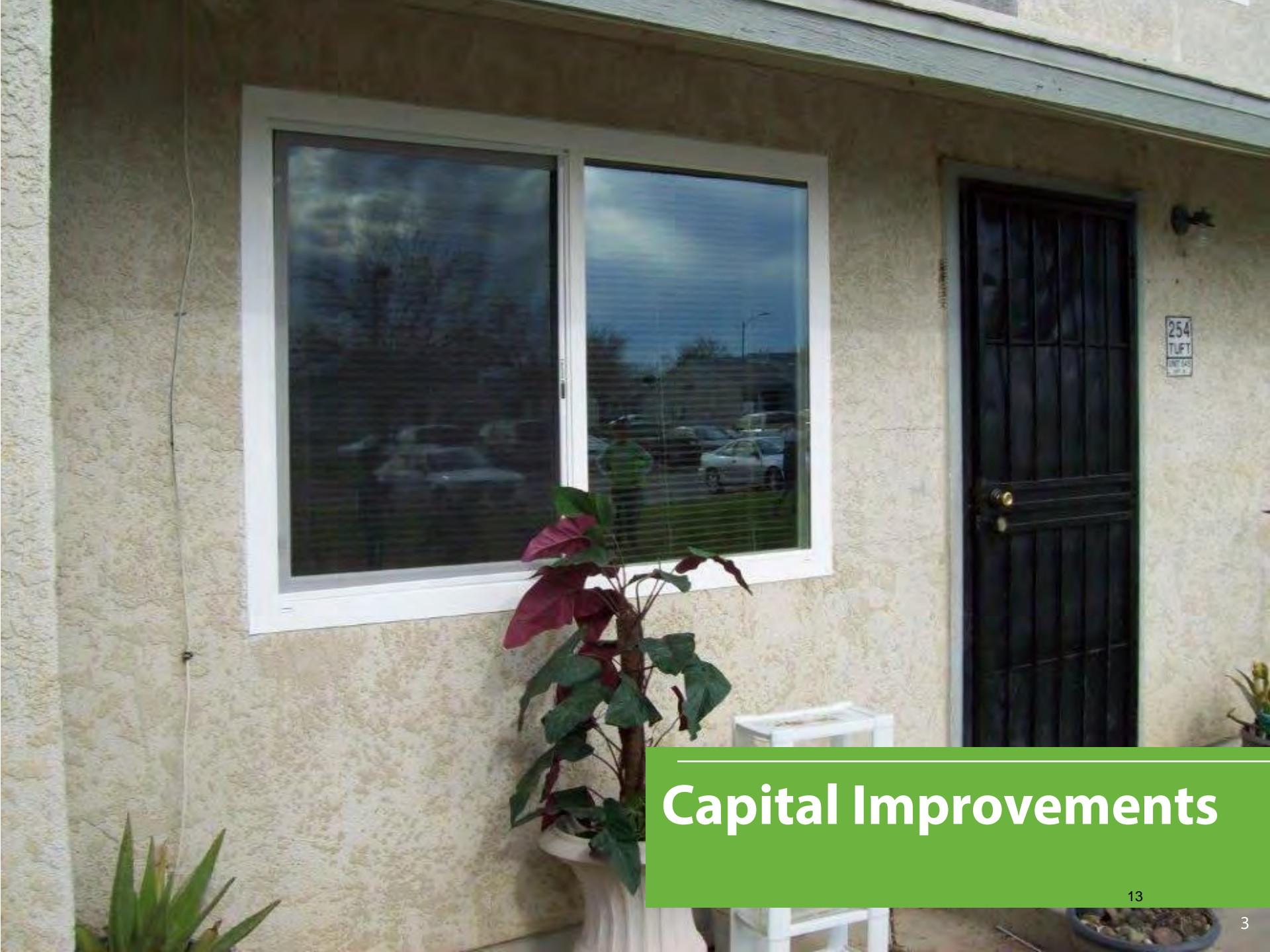


Capital Projects Overview

April 17, 2018

Construction Management

- Manage Agency's Capital Improvements to Existing Housing Portfolio
- Assist on Agency Special Projects Involving Construction
- Manage Agency's Construction Projects
- Collaborate with HMD and Maintenance Staff Towards Improving Maintenance Procedures and Plans
- Develop and Retain Partnerships



Capital Improvements

Capital Improvements Goals

- Resident Comfort, Health and Safety
- Compliancy with Current Building Codes and ADA Requirements
- Annual REAC Inspection Preparation
- Maintainability and Long Term Sustainability
- Property Marketability
- Energy and Water Conservation

Asphalt Replacement





Tree Trimming

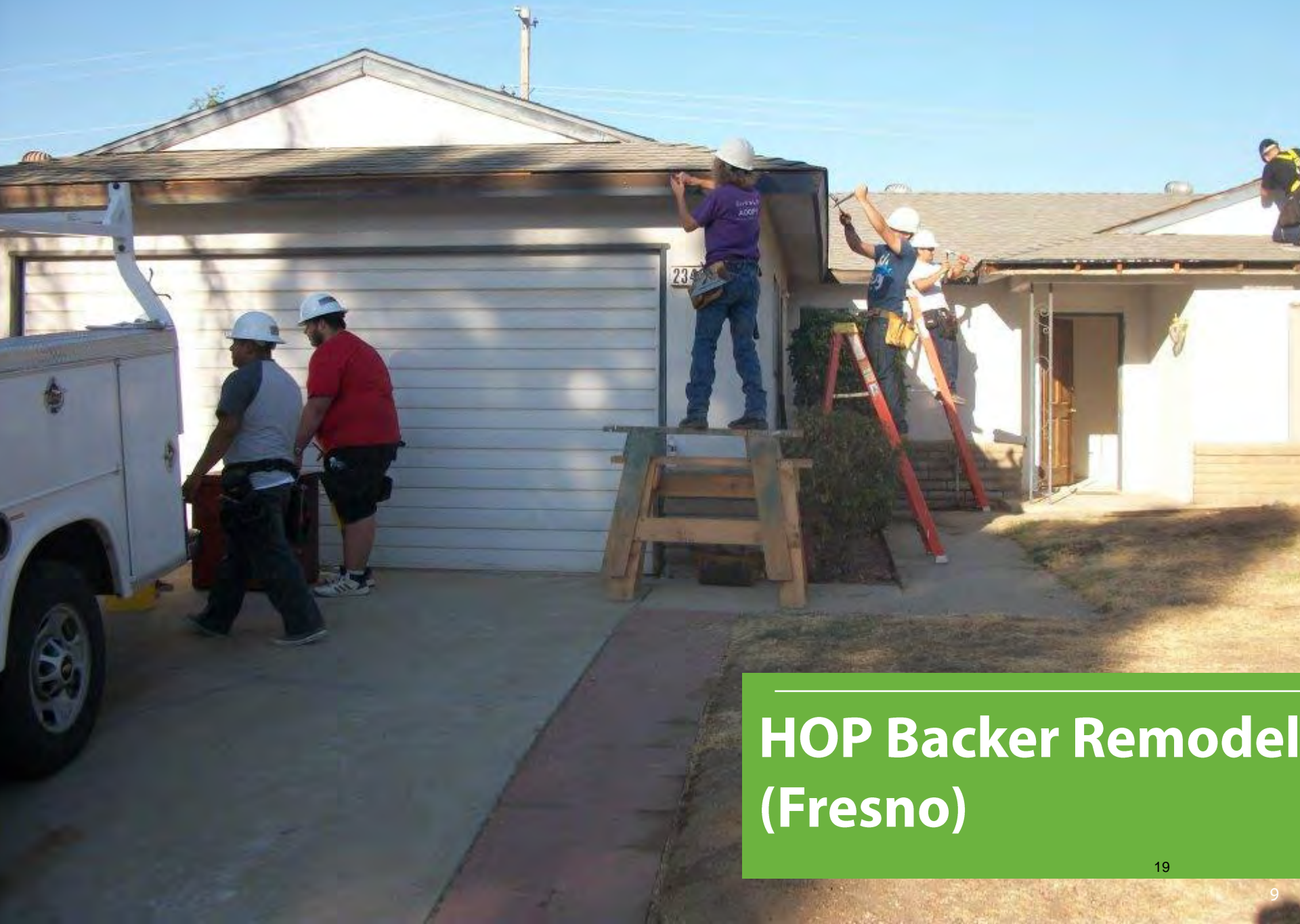
Proposed 2018 Capital Expenditures

	Proposed 2018 Capital Fund Expenditures
City LIPH	\$280,600
Total City LIPH	\$280,600
County LIPH	\$956,000
Total County LIPH	\$956,000
Total LIPH	\$1,236,600

	Proposed 2018 Expenditures
Mendota (Farm Labor)	\$403,500
Maldonado Plaza	\$52,000
Total Specialty Housing	\$455,500



Special Projects



HOP Backer Remodel (Fresno)



HOP Princeton Remodel (Fresno)



HOP Princeton Remodel (Fresno)

Legacy Commons *Recording Studio*



Mike's Books - Interior

Sequoia Courts (Fresno)





Mike's Books - Exterior
Sequoia Courts (Fresno)



Mike's Books - Exterior *Sequoia Courts (Fresno)*

Solar Installation





Construction Projects



Rio Villas *City of Firebaugh*



2255
225-122
225-222

Legacy Commons I

City of Fresno

Fenix @ Calaveras

City of Fresno



Fenix @ Glenn

City of Fresno



Cueva de Oso

City of Selma





Paseo 55

City of Reedley

Legacy Commons II

City of Fresno





Renaissance at Parc Grove

City of Fresno

Blossom Trail Commons

City of Sanger





Magill Terrace

City of Fowler



Oak Grove

City of Parlier



Proposed Standard Lease and Public Housing Addendum

April 17, 2018

Boards of Commissioners Meeting



Standard Lease and Public Housing Addendum

- Proposed Lease adopted February 27, 2018
- Required 30 Day Resident Comment Period



30 Day Comment Period

- Resident meetings
- General Counsel
- Other Attorneys & Industry Professionals
- Industry research



Resident Comments

- Noise complaints
- Curfew
- Late night activities

Material Changes

- Quiet Hours from 10pm to 6am
- No loitering in Common Areas in such a way as to interfere with the free use and enjoyment, passage or convenience of a Resident or their invitees

Agenda Item - Recommendation

It is recommended that the Board of Commissioners approve and adopt the attached standard residential lease, public housing addenda with the revised sections.