



Board of Commissioners Meeting

January 26, 2021

AGENDA

O (559) 443-8400

F (559) 445-8981

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

www.fresnohousing.org

Regular Joint Meeting of the Boards of Commissioners of Fresno Housing

5:00pm - January 26, 2021 – *Per Executive Order N-25-20, which allows local and state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, this Board Meeting will be held via conference call and can be accessed as follows:*

To join via Zoom: <http://bit.ly/01262021JBM>

**To join via teleconference, call: (669) 900-6833. Meeting ID: 984 4584 7612.
Password: 692972.**

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. Please email your request to speak to executiveoffice@fresnohousing.org.

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

5pm

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

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

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

3. **Public Comment**

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

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

5. **Consent Agenda**

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

- | | | |
|----|---|----|
| a. | Consideration of the Minutes of December 15, 2020 | 5 |
| | <i>Minutes of the December 15, 2020 Board Meeting for adoption.</i> | |
| b. | City: Consideration of Acceptance and Acknowledgement of the Verified 2019 Section Eight Management Assessment Program (SEMAP) Score for 2020 | 14 |
| | <i>Due to the COVID pandemic and its disruption to standard operations, HUD has granted a waiver allowing for the submission of the 2019 scores.</i> | |
| c. | County: Consideration of Acceptance and Acknowledgement of the Verified 2019 Section Eight Management Assessment Program (SEMAP) Score for 2020 | 16 |
| | <i>Due to the COVID pandemic and its disruption to standard operations, HUD has granted a waiver allowing for the submission of the 2019 scores.</i> | |
| d. | Consideration of the Amended Time Away From Work Policy | 18 |
| | <i>Effective January 1st, the State of CA has expanded these benefits. Board approval of this policy will align with those provisions.</i> | |
| e. | Consideration of the 2021 Proposed Utility Allowance Schedule – All Housing Programs | 39 |
| | <i>Request for Board adoption of the annual utility allowance rates for all of our major housing programs.</i> | |

	PAGE #
f. Consideration of Contract Award – Maldonado Plaza	72
<i>Contract award for kitchen and bathroom rehabilitation at Maldonado Plaza.</i>	
g. Consideration of the Grant Agreement – Choice Neighborhood (HUD)	76
<i>Acceptance of the agreement for the \$450,000 planning grant between HUD and the City Housing Authority. Action is being requested by both the City and County Boards.</i>	
h. Consideration of the Loan Agreement – California Endowment	80
<i>Adoption of a Program Related Investment (loan) for the financing of affordable housing in neighborhoods of opportunity.</i>	
6. Informational	
a. 2021 Mixed Finance Budgets	133
<i>Overview of the 2021 Budgets for the Mixed Finance properties.</i>	
b. Real Estate Development Update	148
<i>Staff will make a presentation on upcoming Development activities.</i>	
7. Action	
a. Consideration of the Fresno Housing Diversity, Equity and Inclusion Strategic Plan	149
<i>Adoption of the DEI Strategic Plan.</i>	
b. Consideration of Acceptance of Multi-Family Housing Program Loan and Funding Application Submission - Corazon del Valle Commons (Huron RAD)	158
<i>Approval of funding applications for the Huron site.</i>	
8. Governance Discussion	
a. Ad-Hoc Committees	
b. Board Retreat	
9. Commissioners’ Report	
10. Executive Director’s Report	174
11. Adjournment	

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

Tuesday, December 15, 2020

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, December 15, 2020, via teleconference.

1. The regular meeting was called to order at 5:11 p.m. by Board Chair, Commissioner Jones, of the Board of Commissioners of the Housing Authority of the City of Fresno. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Adrian Jones, Chair
 Caine Christensen, Vice Chair
 Stacy Vaillancourt
 Terra Brusseau
 Sharon Williams
 Ruby Yanez
 Sabrina Kelley

ABSENT: None.

The regular meeting was called to order at 5:11 p.m. by Board Chair, Commissioner Sablan, of the Board of Commissioners of the Housing Authority of Fresno County. Roll call was taken and the Commissioners present and absent were as follows:

PRESENT: Stacy Sablan, Chair
 Joey Fuentes
 Cary Catalano
 Nikki Henry
 Valori Gallaher
 Edugiben Ortiz
 Sophia Ramos

ABSENT: None.

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)

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

MOTION PASSED: 7-0

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

MOTION PASSED: 6-1

Commissioner Brusseau voted no.

3. PUBLIC COMMENT

There were no public comments at this time.

4. POTENTIAL CONFLICTS OF INTEREST

Commissioner Catalano announced there was a conflict of interest regarding agenda items 7b and 7j.

5. RECOGNITION OF REVEREND REUBEN A. SCOTT

Preston Prince, CEO/Executive Director, presented on this item.

6. COUNTY: ELCECTION OF THE BOARD CHAIR AND VICE-CHAIR FOR 2021-2022 BIENNIAL

A vote for County: Board Chair ensued.

Commissioners:	Vote for Commissioner Sablan	Vote for Commissioner Catalano
Sablan	X	
Fuentes	X	
Catalano		X

Henry		X
Ramos		X
Ortiz	X	
Gallaher		X

Commissioner Catalano was elected, by a vote of 4v3, as Board Chair for the 2021-2022 Biennial.

A vote for County: Board Vice-Chair ensued.

Commissioners:	Vote for Commissioner Fuentes	Vote for Commissioner Henry
Sablan	X	
Fuentes	X	
Catalano		X
Henry		X
Ramos		X
Ortiz	X	
Gallaher		X

Commissioner Henry was elected, by a vote of 4v3, as Vice-Chair for the 2021-2022 Biennial.

7. CONSENT AGENDA

- a. Consideration of the Minutes of November 17, 2020.
- b. Consideration of the Renewal of the Legal Services Contract – General Counsel
- c. Consideration of the Renewal of the Legal Services Contract – Human Resources
- d. Consideration of the Renewal of the Legal Services Contract – Federal and State of California Matters
- e. Consideration of the Renewal of the Legal Services Contract – Affordable Housing Development
- f. Consideration of the Renewal of the Legal Services Contract – Unlawful Detainers
- g. Consideration of Approval of the Audit Services Contract

Joint Meeting
Action Minutes: 12.15.2020
Adopted:

- h. Consideration of Property Management and Resident Services Contract – Motel 99, Welcome Inn and Days Inn
- i. Consideration of the Lactation Accommodation Policy
- j. Consideration of Property Sale – 844 S. Chance
- k. Consideration of the Omnibus Resolution – Alegre Commons
- l. Consideration of Application Submission – Moving to Work Program

Commissioner Catalano pulled agenda item 7h from the consent agenda for discussion.

Commissioner Sablan pulled agenda item 7k from the consent agenda for discussion.

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the consent agenda items a, c-g, i, l.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Yanez moved, seconded by Commissioner Williams to approve the consent agenda items a-g, i, j, & l.*

MOTION PASSED: 7-0

Commissioner Catalano recused himself on agenda items 7b & 7j.

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the consent agenda items 7b & 7j.*

MOTION PASSED: 6-0

A discussion ensued on agenda item 7h.

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Gallaher to approve the consent agenda item h.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Kelley moved, seconded by Commissioner Christensen to approve the consent agenda item h.*

MOTION PASSED: 7-0

A discussion ensued on agenda item 7k.

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Henry to approve the consent agenda item k.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Kelley moved, seconded by Commissioner Yanez to approve the consent agenda item k.*

MOTION PASSED: 6-1

Commissioner Brusseau voted no.

8. PUBLIC HEARING

2021 City and County Public Housing Agency Annual Plans

Public Comment:

Eric Payne, Executive Director at Central Valley Urban Institute, congratulated the newly elect County Chair Catalano & Vice-Chair Henry. He was excited for the year ahead because there have been a number of leadership transition at HUD. He stated that he would like to see Fresno Housing take a deep dive into infill development. He would like the Board to seek out community partners to make homeownership a reality to many of these low-income families. In regards to the Annual Plans, he was surprised and pleased on the attention to detail that leadership has taken to mitigate the issues. He was pleased to see the enforcement by HUD on the ADA enforcement around fair housing. He also welcomed the new commissioner Sabrina Kelley to the City Board of Commissioners.

9. ACTION

a. Consideration of 2021 Budget for Agency Operating and Housing Assistance Payments

Public Comment:

Eric Payne, Executive Director at Central Valley Urban Institute, let the Board know that they, Central Valley Urban Institute, have deep concerns over the budget that were initially brought forward in August 2020. He referenced the additional revenue of \$4 million from HAP payments that would be created by the end of next year. He stated that there were innovative programs that the agency can pursue to ensure that families are able to stay in their house during the anticipated economic impacts in April. Additionally, there was concern

about how little the amount of new money is being requested by the agency in the budget. He referenced a letter that was sent to the Agency and Board Chairs detailing a few issues in Resident Services. He stated that it is highly frustrating and highly disappointing that the Board is unable to mitigate these issues that many Commissioners seem to be in favor of. He would like to see the Board mitigate these issues by making the investments in residents, as they continue to suffer in this pandemic.

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Gallaher to approve the 2021 Budget for Agency Operating and Housing Assistance Payments.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Christensen to approve 2021 Budget for Agency Operating and Housing Assistance Payments.*

MOTION PASSED: 6-1

Commissioner Brusseau voted no.

b. Consideration of the 2021 City and County PHA Annual Plans

Public Comment:

Eric Payne, Executive Director at Central Valley Urban Institute, wanted to thank Comcast for bridging the educational gap within the public housing and HCV community. He also thanked staff for their hard work on securing these resources and partnering with entities, such as the Boys and Girls Club. As the agency looks to revise the document, he would like to see more of a commitment to how the agency can close the gap in education loss and disparity.

COUNTY MOTION: *Commissioner Fuentes moved, seconded by Commissioner Gallaher to approve the 2021 City and County PHA Annual Plans.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Vaillancourt moved, seconded by Commissioner Christensen to approve the 2021 City and County PHA Annual Plans.*

MOTION PASSED: 7-0

- c. Ratification of the Amendment to the Memorandum of Understanding – SEIU Local 521.

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Gallaher to approve the ratification of the Amendment to the Memorandum of Understanding – SEIU Local 521.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Yanez moved, seconded by Commissioner Vaillancourt to approve the ratification of the Amendment to the Memorandum of Understanding – SEIU Local 521.*

MOTION PASSED: 7-0**10. COMMISSIONERS' REPORT**

Commissioner Sablan:

- Requested to revisit the retreat discussion. Date of the retreat is currently pending.

Commissioner Jones:

- Congratulated Fresno Housing for NAHRO's Award of Excellence – Parc Grove.
- There was a mother and daughter, who are residents, that recently graduated together.
- National letter writing goals were met for 2020.
- Adult Literacy Communications Committee beginning to create a tool that would collect data from its committee members to take back to their specific agencies. There are four areas of concentration:
 - o Current educational level of head of household
 - o Current average income
 - o Preserve cultural impositions
 - o “What self sufficiency look like”

Commissioner Vaillancourt

- Thanked staff for the level of care that was given to residents that were suffering through the current pandemic.

11. EXECUTIVE DIRECTOR'S REPORT

Promotions:

- Nicole Henson, HMIS Analyst

12. CLOSED SESSION

Joint Meeting

Action Minutes: 12.15.2020

Adopted:

The Board of Commissioners entered closed session at approximately 7:36 pm.

- a. PUBLIC EMPLOYEE EVALUATION
Title: CEO

13. REPORT ON CLOSED SESSION ITEMS

The Boards of Commissioners returned to open session at approximately 8:11 pm.

Commissioner Sablan announced that there was nothing to report from closed session.

14. ACTION

Chair Sablan stated the following for the record:

As Chairs, we appointed an ad hoc committee to, based upon the Board's evaluation, provide a recommendation to the Board on compensation and bonus.

The ad hoc committee recommends the following:

- A 3% annual raise in salary or \$7,205.
- A \$6,090 bonus to be paid in January with the possibility of another \$6,090 bonus payable on June 30 so long as certain mutually agreeable goals are met.

- a. Consideration of the CEO Compensation

COUNTY MOTION: *Commissioner Catalano moved, seconded by Commissioner Henry to approve the consideration of the CEO Compensation.*

MOTION PASSED: 7-0

CITY MOTION: *Commissioner Yanez moved, seconded by Commissioner Vaillancourt to approve the consideration of the CEO Compensation.*

MOTION PASSED: 6-1

Commissioner Williams voted no.

15. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 8:22 p.m.

Preston Prince, Secretary to the Boards of Commissioners

Joint Meeting
Action Minutes: 12.15.2020
Adopted:

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 5b

AUTHOR: Angie Nguyen

SUBJECT: Consideration of Acceptance and Acknowledgement of the U.S. Department of Housing and Urban Development Verified 2019 Section Eight Management Assessment Program (SEMAP) Score for 2020 (City)

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and accept the 2020 Section Eight Management Assessment Program (SEMAP) Score for the Housing Authority of the City of Fresno.

The U.S. Department of Housing and Urban Development (HUD) established the Section Eight Management Assessment Program (SEMAP) to measure management capabilities and identify deficiencies of agencies administering the Housing Choice Voucher Program. HUD uses this tool to measure performance levels by assessing a point value to each of the fourteen indicators, for a total maximum of 135 points. Public Housing Agencies must document compliance and/or noncompliance in these key areas and submit the information electronically to HUD. The total point value earned under SEMAP translates into a rating of high performer (90% or above), standard (60% to 89%), or troubled (below 60%).

Due to COVID-19, HUD granted waivers to PHAs that impacted the prioritization of operations and suspended scoring SEMAP for 2020. Therefore, HUD will apply the Fiscal Year (FY) 2019 City SEMAP score to the 2020 City SEMAP score. HUD plans to resume SEMAP scoring on June 30, 2021.

HUD verified Fresno Housing's (City) SEMAP score for fiscal year ending December 31, 2019 to be **100%** with an overall designation as "**High.**" This is the same SEMAP score accepted by the Board of Commissioners on January 23, 2020 and submitted to HUD.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the attached resolution accepting the verified FY 2019 SEMAP score and acknowledge that HUD will apply it as the 2020 SEMAP score.

RESOLUTION NO. _____

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

**RESOLUTION OF ACCEPTANCE AND ACKNOWLEDGEMENT OF
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT VERIFIED FY2019
SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM SCORE FOR FY2020**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established the Section Eight Management Assessment Program (SEMAP); and

WHEREAS, this program provides a system for measuring the Housing Choice Voucher Program performance using 14 criteria; and

WHEREAS, HUD requires each housing authority to provide a certification as to the accuracy of data according to these criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno hereby authorizes the Executive Director to accept the verified FY2019 SEMAP score and acknowledges that HUD will apply it as the FY2020 SEMAP score.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY, 2021. 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

BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: January 21, 2021
BOARD MEETING: January 26, 2021
AGENDA ITEM: 5c
AUTHOR: Angie Nguyen

SUBJECT: Consideration of Acceptance and Acknowledgement of the U.S. Department of Housing and Urban Development Verified 2019 Section Eight Management Assessment Program (SEMAP) Score for 2020 (County)

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and accept the 2020 Section Eight Management Assessment Program (SEMAP) Score for the Housing Authority of Fresno County.

The U.S. Department of Housing and Urban Development (HUD) established the Section Eight Management Assessment Program (SEMAP) to measure management capabilities and identify deficiencies of agencies administering the Housing Choice Voucher Program. HUD uses this tool to measure performance levels by assessing a point value to each of the fourteen indicators, for a total maximum of 135 points. Public Housing Agencies must document compliance and/or noncompliance in these key areas and submit the information electronically to HUD. The total point value earned under SEMAP translates into a rating of high performer (90% or above), standard (60% to 89%), or troubled (below 60%).

Due to COVID-19, HUD granted waivers to PHAs that impacted the prioritization of operations and suspended scoring SEMAP for 2020. Therefore, HUD will apply the 2019 County SEMAP score as the 2020 County SEMAP score. HUD plans to resume SEMAP scoring on June 30, 2021

HUD verified Fresno Housing's (County) SEMAP score for fiscal year ending December 31, 2019 to be **99%** with an overall designation as "**High.**" This score is higher than the SEMAP self-score of 95.2% accepted by the Board of Commissioners on January 23, 2020 and submitted to HUD. The FSS Indicator 14 and escrow balance data resulted in a higher than anticipated score.

Recommendation

It is recommended that the Board of Commissioners of the Housing Authority of the Fresno County adopt the attached resolution accepting the verified FY 2019 SEMAP score and acknowledge that HUD will apply it as the FY2020 SEMAP score.

RESOLUTION NO. _____

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

**RESOLUTION OF ACCEPTANCE AND ACKNOWLEDGEMENT OF
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT VERIFIED FY2019
SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM SCORE FOR FY2020**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has established the Section Eight Management Assessment Program (SEMAP); and

WHEREAS, this program provides a system for measuring the Housing Choice Voucher Program performance using 14 criteria; and

WHEREAS, HUD requires each housing authority to provide a certification as to the accuracy of data according to these criteria.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the Fresno County hereby authorizes the Executive Director to accept the verified FY2019 SEMAP score and acknowledges that HUD will apply it as the FY2020 SEMAP score.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY, 2021. 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

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director
DATE: January 21, 2021
BOARD MEETING: January 26, 2021
AGENDA ITEM: 5d
AUTHOR: Emily De La Guerra
SUBJECT: Consideration of the Amended Time Away From Work Policy

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to review and approve the amended Time Away From Work Policy.

The purpose of the Time Away From Work Policy is to describe the various types of leaves that are available for Fresno Housing (FH) employees. FH values the time, dedication and effort that each employee contributes to the Agency, our residents, and the communities we serve, and as such, provides a comprehensive program of leave options to allow employees to effectively balance their work and personal lives.

Effective January 1, 2021, the California Family Rights Act (CFRA), which authorizes eligible employees to take up to a total of twelve weeks of paid or unpaid job-protected leave during a twelve month period, was significantly expanded to help workers across the state of California gain access to family and medical leave time. Staff has reviewed the changes with legal counsel and made the required changes to the Agency's Time Away From Work Policy, which was last revised in 2017. Below is a summary of key changes:

- Expanded leave to care for more family members, such as grandparents, grandchildren and siblings, in addition to parents, children, spouses and registered domestic partners.
- Twelve weeks of baby-bonding leave for both parents, even if they work for the same employer.
- Leave for certain qualifying reasons related to the active military duty of an employee's spouse, domestic partner, child or parent.

Recommendation

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

Time Away from Work Policy

Introduction

The Fresno Housing Authority (“Agency”) values the time, dedication and effort that each employee contributes to the Agency, the Agency’s mission and values, and the communities we serve. In that regard, the Agency provides a comprehensive program of leave options to allow employees to effectively balance their work and personal lives.

Purpose

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

Sources for Policy

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

Policy

Designated Holidays

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

New Year’s Day – January 1

Martin Luther King’s Birthday – Third Monday in January

Lincoln’s Birthday – February 12

President’s Day – Third Monday in February

Cesar Chavez Day – March 31

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Veteran's Day – November 11

Thanksgiving Day – Fourth Thursday in November

Day after Thanksgiving – Friday after Fourth Thursday in November

Christmas Eve – one half of the scheduled workday

Christmas Day – December 25

Compensation for Holidays

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

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

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

Holidays that Coincide with Certain Other Types of Absences

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

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

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

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

Vacation Leave

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

If the accrued vacation leave is not used by the end of a calendar year, it will be rolled over to the next calendar year.

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

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

Full-Time Regular

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

Part-Time Regular

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

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

Carry-Over and Cash Out

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

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

Vacation Approval

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

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

Sick Leave

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

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

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

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

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

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

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

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

Bereavement Leave

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

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

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

Personal Leaves of Absence

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

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

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

Military Leave

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

Return from Military Leave

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

Military Spouse Leave

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

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

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

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

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

Employees will be granted time off (without pay) to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters, reserve peace officers, or emergency rescue personnel are also eligible for leave of up to fourteen (14) days per

calendar year for fire, law enforcement, or emergency rescue training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay.

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

Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in an election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most time for voting and the least time off work.

Court Leave

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

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

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

Domestic Abuse/Sexual Assault/Stalking Victim's Leave

The Agency will provide time off to an employee who has been the victim of domestic violence or sexual assault to seek any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis

center, counseling, medical attention, and participation in safety planning programs. The Agency requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the Agency with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate or counselor. Employees may use annual leave, compensatory time earned, sick leave, or may request to take an unpaid leave of absence for such purposes.

Crime Victim's Leave

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

School Leave

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

- Finding, enrolling or re-enrolling his or her child in a school or with a licensed child care provider;
- To address a child care provider or school emergency;
- To appear at school on a child's behalf with regard to school suspension;
- An employee volunteering in his or her child's classroom, or attending parent-teacher conferences.

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

The Agency reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Employees may use annual leave, compensatory time earned, sick leave, or may request to take an unpaid leave of absence after providing reasonable notice provided by the employee to his or her immediate supervisor for such purposes.

Catastrophic Leave

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

Leave for Organ or Bone Marrow Donation

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

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

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

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

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

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

Family and Medical Leave Benefits

Eligibility

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

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

Permissible Purposes for Leave

FMLA & CFRA

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

1. Birth of the employee's child, or placement of a child with the employee for adoption or foster care ("Bonding Leave"),
2. To care for the employee's spouse, child (minor or dependent adult), or parent who has a serious health condition,
3. A qualifying military exigency related to the covered active duty or called to covered active duty as an employee's spouse, parent, or child in the United States armed forces, or
4. For a serious health condition that makes the employee unable to perform his/her job.

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

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

only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Military Exigency

“Qualifying exigency” is defined by law as: (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment reintegration briefings, and (8) additional activities where the Agency and employee agree to the leave.

FMLA Only

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

Military Caregiver Leave

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

An employee may take a maximum combined total of 26 weeks (where military caregiver leave applies) of Family and Medical Leave in a single 12-month period.

Pregnancy-Related

Time off from work because of the employee’s disability due to pregnancy, childbirth or related medical condition is counted as FMLA leave and will not run concurrently with CFRA leave. Employees who are disabled because of pregnancy are entitled to pregnancy disability leave (up to four months and requiring certification of treating physician).

Baby-bonding

The FMLA also allows for leave to bond with a new child in addition to leave for pregnancy-related disability. A maximum of 12 weeks is available in a 12-month period for all FMLA leave purposes. FMLA leave may run concurrently with both PDL and CFRA leave.

CFRA Only

Family Members

Under California law, effective January 1, 2021, an eligible employee will be entitled to take leave under the CFRA to care for a family member with a serious health condition. Covered family members have been expanded beyond those included under FMLA and include: registered domestic partner, adult child, child of domestic partner, sibling, grandparent, or grandchild. CFRA leave taken for these purposes is not covered by the FMLA, the leave will not run concurrently with FMLA leave.

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

Baby-bonding

Effective January 1, 2021 in the event both parents are employed with Fresno Housing, each parent will be granted up to 12 weeks of baby-bonding leave.

Intermittent Family and Medical Leave

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

If an employee needs to take Family and Medical Leave on an intermittent basis or reduced schedule basis for themselves or to care for a spouse, child or parent with a serious health condition, the employee may be allowed to take leave in intervals as determined by a health care provider.

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

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

Compensation During Leave

Family and Medical Leave is typically unpaid. Under those circumstances where an employee's Family and Medical Leave is unpaid (e.g. Family and Medical Leave where the employee is not receiving compensation through a state-sponsored disability program), the Agency will allow the employee to use accrued sick leave and/or vacation time for Family and Medical Leave, subject to the Agency's policies and procedures regarding the taking of such leave, in conjunction with any other compensation the employee might receive. In order to facilitate consistency in compensation for the employee throughout his/her leave, the Agency will bridge the gap with sick leave and/or vacation time unless otherwise directed in writing by the employee. All payments will be coordinated with any state disability or other wage reimbursement benefits for which employee may be eligible so that at no time will the employee receive a greater total payment than his/her regular salary.

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

Benefits During Leave

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

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

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

Reinstatement

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

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

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

Pregnancy-Related Disability Leave

Eligibility

Under the California Fair Employment and Housing Act ("FEHA"), an employee disabled by pregnancy, childbirth or related medical conditions is eligible to take a Pregnancy Disability Leave (PDL).

Leave Available

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

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

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

Pregnancy Disability Leave need not be taken in one continuous period of time, but can be taken on an as-needed intermittent basis. Time off taken for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by Pregnancy Disability Leave.

Pregnancy Disability Leave runs concurrently with FMLA leave, but not with CFRA leave.

Compensation During Pregnancy Disability Leave

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

Benefits During Pregnancy Disability Leave

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

Reinstatement

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

If upon return to work an employee is unable to perform the essential functions of the job because of a physical or mental disability, the Agency will engage in an interactive process with that employee in order to identify possible reasonable accommodation(s), if any, that will allow the employee to perform the essential functions of the position. If there is more than one reasonable accommodation that will not pose

an undue hardship, the Agency will identify and select the accommodation(s) that will be made for the employee. After completion of the interactive process, the Agency will review requested accommodations and make a determination on if the Agency is able to make reasonable accommodations, if the requested accommodations would impose an undue hardship, or if there are other suitable alternate, vacant positions available that the employee is qualified to perform. If an alternate position is not able to be identified, the Agency may offer the employee any remaining leave the employee may be entitled to or eligible for.

Workers' Compensation Leave

Overview

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

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

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

Leave taken under the workers' compensation policy runs concurrently with Family and Medical Leave.

Reinstatement

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

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

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

Performance Evaluations Upon Return From Leave

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

Unauthorized Leave

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

When an employee is absent without proper authorization, appropriate deductions will be made from the employee's pay for the period of absence.

Responsibility

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

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

RESOLUTION No. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION TO APPROVE THE AMENDED TIME AWAY FROM WORK
POLICY**

WHEREAS, the California Family Rights Acts has been expanded effective January 1, 2021; and

WHEREAS, the Time Away From Work Policy will define leave options available to staff under Federal and California law; and

WHEREAS, the Time Away From Work Policy has been amended to include the changes to the California Family Rights Acts.

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

PASSED AND ADOPTED THIS 26th day of January, 2021, by 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 AMENDED TIME AWAY FROM WORK
POLICY**

WHEREAS, the California Family Rights Acts has been expanded effective January 1, 2021; and

WHEREAS, the Time Away From Work Policy will define leave options available to staff under Federal and California law; and

WHEREAS, the Time Away From Work Policy has been amended to include the changes to the California Family Rights Acts.

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

PASSED AND ADOPTED THIS 26th day of January, 2021, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Board of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing Authority
DATE: January 21, 2021
BOARD MEETING: January 26, 2021
FROM: Preston Prince
CEO/Executive Director
AGENDA ITEM: 5e
AUTHOR: Blanca Navarro
SUBJECT: 2021 Proposed Utility Allowance Schedules – HUD Housing
Assistance Programs and Low Income Housing Tax Credit

Executive Summary

This memo provides an update to the annual Utility Allowance (UA) rates for the following programs:

- Low Income Public Housing (LIPH) [24 CFR 965.507]
- Housing Choice Voucher (HCV-Section 8) [24 CFR 982.517 (c)]
- Multi-Family Project Based Rental Assistance (MF-PBRA/RAD) [HUD Notice H-2015-04]
- Mixed Finance Properties [24 CFR 965.507 and IRC Section 42]
- Low Income Housing Tax Credit (LIHTC) Internal Revenue Code Section 42 (IRC Section 42)

In accordance with applicable U.S. Dept. of Housing and Urban Development (HUD) program regulations, Public Housing Authorities (PHAs) of LIPH and HCV programs must review the UA schedules annually and revise allowances if there has been a change of 10% or more in the utility rate since the last UA schedule revision. Based on the results of the annual review, there was an increase in utility charges for some localities and utility services of more than 10% from 2020, thus revisions will be implemented for 2021 in accordance with program requirements.

HUD requires PHAs to provide Individual Relief [24 CFR 965.508] for medical equipment by providing a supplemental medical utility allowance for residents residing in public housing units and HCV participants. Individual Relief is where a resident may request relief from payment of utility billings in excess of the Utility Allowance for resident paid utilities. Management may grant such request on reasonable grounds such as the special needs of elderly, ill, or disabled, or special factors affecting utility usage, such as use of required medical equipment.

The attached UA Charts for the LIPH program and UA Schedules for HCV program are for informational purposes only and do not require Board approval. The changes for both programs are effective February 1, 2021.

In accordance with HUD Notice H-2015-04, Owners of Multi-Family PBRA Programs are required to review the UAs every three (3) years to establish a baseline for each bedroom size. For the two (2) years after a baseline utility analysis is completed, the UA amount for each bedroom size and each utility at the property can be adjusted by a state-specific increase factor. The Utility Allowance Factor (UAF) is provided by HUD. The UA schedule is approved by HUD for the Multi-Family PBRA programs in accordance with the Housing Assistance Payment (HAP) contract anniversary.

Projects developed under the Internal Revenue Code (IRC) Section 42, LIHTC program, require the implementation of a utility (electric, gas, and water/sewer/garbage) allowance for use in calculating individual tenant subsidies for affordable housing. The LIHTC UA schedules are made available to developers of LIHTC properties throughout Fresno County, including Fresno Housing (FH). The California Tax Credit Allocation Committee (CTCAC) has provided guidance to LIHTC developers to refer to the local Public Housing Authority (PHA) as an alternative to obtain current utility allowance schedules. CTCAC requires PHAs to formally take Board action to approve the LIHTC utility allowances.

Due to the complexity of the data required to develop the utility allowances for the various programs, the Agency contracted with the Nelrod Company of Fort Worth, Texas, to develop these allowance charts/schedules. The studies were conducted in compliance with the applicable program requirements.

The Nelrod Company has prepared and recommended the attached utility allowance documents for the applicable programs for Fresno City and County as attached and referenced as such.

Group A (Board Action Required)

Schedule A.1 - LIHTC Utility Allowance Schedules (2) for Energy Efficient Units and Utility Allowances (2) for Non-Energy-Efficient units (page 1-4)

1. Multi-Family Low Rise (1 to 4 Units) - Energy Efficient
2. Multi-Family Mid-Rise (5 or more units) - Energy Efficient
3. Multi-Family Apartment (0-5 BR) - Non-Energy Efficient
4. Multi-Family Apartment (6-7 BR) - Non-Energy Efficient

Schedule A.2 - Site Specific LIHTC - Assisted Housing Charts (10) (page 1-11)

1. Rio Villas - Tax Credit/PBV - Multi-Family Apartment
2. Parc Grove Commons Northwest - Tax Credit/PBV - Apartment/Multi-Family
3. Parc Grove Commons II - Apartment/Multi-Family

Group B (Informational Only)

- Chart B.1 - Low Income Public Housing (LIPH) (page 1-3)
- Schedule B.2 -Housing Choice Voucher (HCV-Section 8) (page 1-14)
- Schedule B.3 – Mixed Finance Properties (LIPH with LIHTC)
 - o Kerman Acres (Granada Commons) - Apartment/Multi-Family
 - o Pacific Gardens – Apartment/Multi-Family
 - o Yosemite Village - Row House/Townhouse/Semi-Detached/Duplex/Detached House
 - o Parc Grove Commons II – Apartment/Multi-Family

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing adopt the LIHTC utility allowance rates (Group A, Schedule A.1, and Schedule A.2) for new construction, rehabilitation multi-family complexes and mixed finance projects in Fresno County for units developed under IRC Section 42 (LIHTC), to be effective January 1, 2021.

Fiscal Impact

The utility allowance is factored into the rent calculation formula, for the properties, therefore, there is no direct financial impact to the Agency; there may be minimal financial impact to the resident.

Background Information

The Department of Housing and Urban Development's (HUD) Office of Public and Indian Housing Authorities (PIH) and Owners of Multi-Family housing properties that receive subsidy assistance, and for which HUD provides a utility allowance, are required to review and adjust as needed their properties' utility allowances at least every year. The utility adjustment must be supported by a utility analysis. The adjustments for Low Income Public Housing and Housing Choice Voucher programs must be revised if there has been a change of 10% or more in the utility rate since the last UA schedule revision. The adjustments must be made for Multi-Family housing properties regardless of whether the utility analysis shows an increase or a decrease.

Owners of properties financed with Low Income Housing Tax Credits (LIHTC) must limit rents to no more than the established maximum gross rent per bedroom size. The maximum gross rent is established by the applicable Area Median Income (AMI) numbers published annually by HUD. Owners must deduct the applicable utility allowance for all resident paid utilities from the maximum gross rent allowed. To do this, they must obtain annual utility cost estimates for buildings in their LIHTC affordable housing property. Owners may obtain annual allowances from Public Housing Authorities that have jurisdiction, or in California, owners may utilize the California Utility Allowance Calculator developed by the California Energy Commission.

Utility Allowance ScheduleU.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Group A

OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**Unit Type: **Multi-Family
Low-Rise (1-4 Units) (LIHTC)**Utility or Service: **Energy Efficient**

0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Monthly Dollar Allowances							

Heating

a. Natural Gas	\$20.00	\$23.00	\$26.00	\$27.00	\$28.00	\$29.00	\$32.00	\$34.00
b. Bottle Gas/Propane								
c. Electric	\$17.00	\$21.00	\$25.00	\$29.00	\$34.00	\$38.00	\$41.00	\$44.00
d. Electric Heat Pump	\$13.00	\$15.00	\$18.00	\$21.00	\$23.00	\$25.00	\$27.00	\$29.00
e. Fuel Oil								

Cooking

a. Natural Gas	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00	\$10.00	\$11.00	\$12.00
b. Bottle Gas/Propane								
c. Electric	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00	\$19.00	\$20.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (includes climate credit)	\$19.00	\$23.00	\$34.00	\$46.00	\$57.00	\$70.00	\$77.00	\$84.00
Air Conditioning	\$12.00	\$14.00	\$20.00	\$26.00	\$32.00	\$37.00	\$40.00	\$43.00

Water Heating

a. Natural Gas	\$7.00	\$9.00	\$14.00	\$17.00	\$21.00	\$25.00	\$27.00	\$29.00
b. Bottle Gas/Propane								
c. Electric	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$38.00	\$41.00	\$44.00
d. Fuel Oil								

Water, Sewer, Trash Collection

Water	N/A
Sewer	
Trash Collection	

Tenant-supplied Appliances

Range / Microwave Tenant-supplied								
Refrigerator Tenant-supplied								

Other--specify: Monthly Charges

Natural Gas Charge \$-2.27 (includes climate credit)	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00
---	---------	---------	---------	---------	---------	---------	---------	---------

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family	Utility or Service	per month cost
	Heating	\$
	Cooking	\$
	Other Electric	\$
Address of Unit	Air Conditioning	\$
	Water Heating	\$
	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
Number of Bedrooms	Refrigerator	\$
	Other	\$
	Other	\$
Total		\$



Schedule A.1 page 2 of 4
Utility Allowance Schedule

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

Group A
OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions on back.
The following allowances are used to determine the total cost of
tenant-furnished utilities and appliances.

Date (mm/dd/yyyy):		02/01/2021							
Locality: Housing Authorities of the City & County of Fresno, CA		Unit Type: Multi-Family Mid-Rise (5 or More Units) (LIHTC)							
Utility or Service: Energy Efficient	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	
Monthly Dollar Allowances									
Heating									
a. Natural Gas	\$14.00	\$16.00	\$18.00	\$20.00	\$22.00	\$23.00	\$26.00	\$27.00	
b. Bottle Gas/Propane									
c. Electric	\$12.00	\$14.00	\$18.00	\$21.00	\$25.00	\$29.00	\$31.00	\$33.00	
d. Electric Heat Pump	\$10.00	\$12.00	\$14.00	\$16.00	\$18.00	\$20.00	\$21.00	\$23.00	
e. Fuel Oil									
Cooking									
a. Natural Gas	\$2.00	\$4.00	\$5.00	\$6.00	\$7.00	\$10.00	\$11.00	\$12.00	
b. Bottle Gas/Propane									
c. Electric	\$5.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00	\$19.00	\$20.00	
Other Electric & Cooling									
Other Electric (Lights & Appliances) (includes climate credit)	\$14.00	\$18.00	\$27.00	\$36.00	\$46.00	\$55.00	\$60.00	\$65.00	
Air Conditioning	\$11.00	\$13.00	\$18.00	\$23.00	\$28.00	\$33.00	\$36.00	\$38.00	
Water Heating									
a. Natural Gas	\$6.00	\$7.00	\$10.00	\$14.00	\$17.00	\$20.00	\$21.00	\$22.00	
b. Bottle Gas/Propane									
c. Electric	\$12.00	\$15.00	\$18.00	\$23.00	\$27.00	\$31.00	\$33.00	\$35.00	
d. Fuel Oil									
Water, Sewer, Trash Collection									
Water	N/A								
Sewer									
Trash Collection									
Tenant-supplied Appliances									
Range / Microwave Tenant-supplied									
Refrigerator Tenant-supplied									
Other--specify: Monthly Charges									
Natural Gas Charge \$-2.27 (includes climate credit)	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	-\$2.00	
Actual Family Allowances		Utility or Service per month cost							
To be used by the family to compute allowance. Complete below for the actual unit rented.		Heating \$							
		Cooking \$							
Name of Family		Other Electric \$							
		Air Conditioning \$							
		Water Heating \$							
Address of Unit		Water \$							
		Sewer \$							
		Trash Collection \$							
		Range / Microwave \$							
		Refrigerator \$							
		Other \$							
Number of Bedrooms		Other \$							
		Total \$							



Schedule A.1 page 3 of 4
Utility Allowance Schedule

See Public Reporting and Instructions on back.
 The following allowances are used to determine the total cost of
 tenant-furnished utilities and appliances.

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

Group A
 OMB Approval
 No. 2577-0169
 exp. 7/31/2022

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City &
 County of Fresno, CA**

Unit Type: **Multi-Family (Apartment)**

Utility or Service:	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						
Heating						
a. Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$15.00	\$17.00	\$20.00	\$22.00	\$25.00	\$27.00
b. Natural Gas <i>(SoCal Gas)</i> <i>(Includes Monthly Charge)</i>	\$17.00	\$19.00	\$21.00	\$22.00	\$24.00	\$26.00
c. Bottle Gas/Propane	\$34.00	\$39.00	\$45.00	\$50.00	\$54.00	\$59.00
d. Electric	\$15.00	\$17.00	\$21.00	\$26.00	\$30.00	\$35.00
e. Electric Heat Pump	\$12.00	\$15.00	\$17.00	\$20.00	\$22.00	\$24.00
f. Oil						
Cooking						
a. Natural Gas <i>(avg)</i>	\$3.00	\$3.00	\$5.00	\$6.00	\$9.00	\$10.00
b. Bottle Gas/Propane	\$7.00	\$7.00	\$11.00	\$16.00	\$20.00	\$23.00
c. Electric	\$7.00	\$8.00	\$11.00	\$15.00	\$18.00	\$21.00
Other Electric & Cooling						
Other Electric (Lights & Appliances) <i>(Includes Climate Credit)</i>	\$19.00	\$23.00	\$34.00	\$46.00	\$57.00	\$70.00
Air Conditioning	\$14.00	\$16.00	\$22.00	\$28.00	\$34.00	\$40.00
Water Heating						
a. Natural Gas <i>(avg)</i>	\$6.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$16.00	\$18.00	\$25.00	\$32.00	\$43.00	\$50.00
c. Electric	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$37.00
d. Oil						
Water, Sewer, Trash Collection						
Water	N/A	N/A	N/A	N/A	N/A	N/A
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Other--specify: Monthly Charges						
Actual Family Allowances						
To be used by the family to compute allowance. Complete below for the actual unit rented.			Utility or Service		per month cost	
			Heating		\$	
Name of Family			Cooking		\$	
			Other Electric		\$	
Address of Unit			Air Conditioning		\$	
			Water Heating		\$	
Number of Bedrooms			Water		\$	
			Sewer		\$	
			Trash Collection		\$	
			Range / Microwave		\$	
			Refrigerator		\$	
			Other		\$	
			Other		\$	
			Total		\$	



Utility Allowance Schedule

See Public Reporting and Instructions on back.
The following allowances are used to determine the total cost of
tenant-furnished utilities and appliances.

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

Group A

OMB Approval

No. 2577-0169

exp. 7/31/2022

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City &
County of Fresno, CA**

Unit Type: **Multi-Family (Apartment)**

Utility or Service:

6 BR**7 BR**

Monthly Dollar Allowances

Heating

a. Natural Gas (PG&E) (Includes Climate Credit)	\$30.00	\$32.00				
b. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$28.00	\$30.00				
c. Bottle Gas/Propane	\$64.00	\$70.00				
d. Electric	\$37.00	\$40.00				
e. Electric Heat Pump	\$26.00	\$28.00				
f. Oil						

Cooking

a. Natural Gas (avg)	\$11.00	\$12.00				
b. Bottle Gas/Propane	\$25.00	\$27.00				
c. Electric	\$23.00	\$25.00				

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$77.00	\$84.00				
Air Conditioning	\$44.00	\$47.00				

Water Heating

a. Natural Gas (avg)	\$24.00	\$26.00				
b. Bottle Gas/Propane	\$54.00	\$59.00				
c. Electric	\$40.00	\$43.00				
d. Oil						

Water, Sewer, Trash Collection

Water	N/A	N/A				
Sewer	N/A	N/A				
Trash Collection	N/A	N/A				

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00				
Refrigerator Tenant-supplied	\$12.00	\$12.00				

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit
rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Schedule A.2 page 1 of 3
Utility Allowance Schedule

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

Group A
OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**

Unit Type: **Apartment**

Utility or Service: Rio Villas	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						

Heating

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric		\$3.00	\$4.00			
d. Electric Heat Pump						
e. Oil / Other						

Cooking

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric		\$7.00	\$8.00			

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)		\$21.00	\$27.00			
Air Conditioning		\$4.00	\$5.00			

Water Heating

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric		\$17.00	\$21.00			
d. Oil / Other						

Water, Sewer, Trash Collection

Water						
Sewer						
Trash Collection						

Tenant-supplied Appliances

Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family	Utility or Service	per month cost
	Heating	\$
Address of Unit	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
Number of Bedrooms	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
Total		\$



Utility Allowance Schedule

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

OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**

Unit Type: **Apartment**

Utility or Service: Parc Grove Commons	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Northwest	Monthly Dollar Allowances					
Heating						
a. Natural Gas		\$4.00	\$5.00	\$7.00	\$7.00	
b. Bottle Gas/Propane						
c. Electric						
d. Electric Heat Pump						
e. Fuel Oil						
Cooking						
a. Natural Gas		\$6.00	\$9.00	\$9.00	\$10.00	
b. Bottle Gas/Propane						
c. Electric						
Other Electric & Cooling						
Other Electric (Lights & Appliances)		\$27.00	\$33.00	\$41.00	\$48.00	
Air Conditioning		\$4.00	\$6.00	\$9.00	\$11.00	
Water Heating						
a. Natural Gas		\$9.00	\$10.00	\$11.00	\$12.00	
b. Bottle Gas/Propane						
c. Electric						
d. Fuel Oil						
Water, Sewer, Trash Collection						
Water						
Sewer						
Trash Collection						
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						
Other--specify: Monthly Charges						
Electric Charge \$-5.96		-\$6.00	-\$6.00	-\$6.00	-\$6.00	
Natural Gas Charge \$-2.27		-\$2.00	-\$2.00	-\$2.00	-\$2.00	
Actual Family Allowances	Utility or Service per month cost					
To be used by the family to compute allowance. Complete below for the actual unit rented.	Heating					
	\$					
	Cooking					
	\$					
	Other Electric					
Name of Family	\$					
	Air Conditioning					
	\$					
	Water Heating					
	\$					
Address of Unit	Water					
	\$					
	Sewer					
	\$					
	Trash Collection					
	\$					
	Range / Microwave					
Number of Bedrooms	\$					
	Refrigerator					
	\$					
	Other					
	\$					
Total	\$					
	\$					



Utility Allowance Schedule

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

OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 02/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**

Unit Type: **Apartment**

Utility or Service: **Non-Public Housing Units
Parc Grove Commons II**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas		\$3.00	\$4.00	\$5.00	\$5.00	
b. Bottle Gas/Propane						
c. Electric						
d. Electric Heat Pump						
e. Oil / Other						

Cooking

a. Natural Gas		\$6.00	\$9.00	\$9.00	\$10.00	
b. Bottle Gas/Propane						
c. Electric						

Other Electric & Cooling

Other Electric (Lights & Appliances)		\$27.00	\$33.00	\$41.00	\$48.00	
Air Conditioning		\$3.00	\$5.00	\$7.00	\$9.00	

Water Heating

a. Natural Gas		\$5.00	\$5.00	\$6.00	\$6.00	
b. Bottle Gas/Propane						
c. Electric						
d. Oil / Other						

Water, Sewer, Trash Collection

Water						
Sewer						
Trash Collection						

Tenant-supplied Appliances

Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						

Other--specify: Monthly Charges

Electric Charge \$-5.96		-\$6.00	-\$6.00	-\$6.00	-\$6.00	
Natural Gas Charge \$-2.27		-\$2.00	-\$2.00	-\$2.00	-\$2.00	

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

	Utility or Service	per month cost
Name of Family	Heating	\$
	Cooking	\$
	Other Electric	\$
	Air Conditioning	\$
	Water Heating	\$
Address of Unit	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
	Other	\$
Number of Bedrooms	Other	\$
	Total	\$





HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

PUBLIC HOUSING

CITY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1

UPDATE 2020

Building Type: Semi-Detached/Duplex

Sequoia Courts, Sierra Plaza, Fairview Heights, Sequoia Courts, Sierra Terrace, Monte Vista, DeSoto II, CA-06/02,03,04,05,06,07,26						
(EE Equip: Win,WH,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)		\$47.00	\$61.00	\$75.00	\$86.00	\$101.00

Building Type: Detached House

Sierra Plaza, Sierra Terrace, HOP CA-06/03, 06, 17, 23, 25						
(EE Equip: Win,WH,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$108.00	\$109.00	\$124.00

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

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

PUBLIC HOUSING

COUNTY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 2

UPDATE 2020

Building Type: Row House/Townhouse & Semi-Detached/Duplex

Sunset Terrace, Cazares Terrace I, Helsem Terrace, Mendoza Terrace I, Taylor Terrace, Marcelli Terrace, Mendoza Terrace II, Cazares Terrace II, Del Rey, Firebaugh Elderly, Laton Apartments, San Joaquin, Biola Apartments, Huron Apartments, Pinedale Apartments II, Cardella Courts, Pinedale Apartments, Wedgewood Commons, DeSoto Gardens
CA-28/03,06,07,08,10,11,12,13,18,19,20,21,22,23,24,30,33

(EE Equip: Win,H,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)	\$47.00	\$48.00	\$62.00	\$76.00	\$88.00	\$98.00

Building Type: Detached House

Mendoza Terrace II, Cazares Terrace II, Sunset Terrace, Del Rey, Laton Apartments, San Joaquin Apartments, Pinedale Apartments II, Pinedale Apartments, HOP
CA-28/12,13,17,18,20,28,34 21,24,32

(EE Equip: Win,H,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$114.00	\$115.00	\$131.00

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

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting

Reasonable Accommodation Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric (wtd avg)

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.159432	\$36.00
Nebulizer	2	75	5	0.159432	\$1.00
Electric Hospital Bed	0.2	200	1	0.159432	\$1.00
Alternating Pressure Pad	24	70	52	0.159432	\$8.00
Low Air-Loss Mattress	24	120	89	0.159432	\$14.00
Power Wheelchair/Scooter	3	360	33	0.159432	\$5.00
Feeding Tube Pump	24	120	89	0.159432	\$14.00
CPAP Machine	10	30	9	0.159432	\$1.00
Leg Compression Pump	24	30	22	0.159432	\$4.00
Dialysis Machine/Equipment	2	710	44	0.159432	\$7.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

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

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

Utility Allowance Schedule

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

OMB Approval

No. 2577-0169

exp. 7/31/2022

See Public Reporting and Instructions on back.
The following allowances are used to determine the total cost of
tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City &
County of Fresno, CA**

Unit Type: **Multi-Family (Apartment)**

Utility or Service:

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas (PG&E) (Includes Climate Credit)	\$15.00	\$17.00	\$20.00	\$22.00	\$25.00	\$27.00
b. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$17.00	\$19.00	\$21.00	\$22.00	\$24.00	\$26.00
c. Bottle Gas/Propane	\$34.00	\$39.00	\$45.00	\$50.00	\$54.00	\$59.00
d. Electric	\$15.00	\$17.00	\$21.00	\$26.00	\$30.00	\$35.00
e. Electric Heat Pump	\$12.00	\$15.00	\$17.00	\$20.00	\$22.00	\$24.00
f. Oil						

Cooking

a. Natural Gas (avg)	\$3.00	\$3.00	\$5.00	\$6.00	\$9.00	\$10.00
b. Bottle Gas/Propane	\$7.00	\$7.00	\$11.00	\$16.00	\$20.00	\$23.00
c. Electric	\$7.00	\$8.00	\$11.00	\$15.00	\$18.00	\$21.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$19.00	\$23.00	\$34.00	\$46.00	\$57.00	\$70.00
Air Conditioning	\$14.00	\$16.00	\$22.00	\$28.00	\$34.00	\$40.00

Water Heating

a. Natural Gas (avg)	\$6.00	\$8.00	\$11.00	\$14.00	\$18.00	\$21.00
b. Bottle Gas/Propane	\$16.00	\$18.00	\$25.00	\$32.00	\$43.00	\$50.00
c. Electric	\$15.00	\$18.00	\$23.00	\$28.00	\$33.00	\$37.00
d. Oil						

Water, Sewer, Trash Collection

Water	N/A	N/A	N/A	N/A	N/A	N/A
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit
rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service per month cost

Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Utility Allowance ScheduleU.S. Department of Housing and Urban
Development

OMB Approval

No. 2577-0169

Office of Public and Indian Housing

exp. 7/31/2022

See Public Reporting and Instructions on back.
The following allowances are used to determine the total cost of
tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City &
County of Fresno, CA**

Unit Type: **Multi-Family (Apartment)**

Utility or Service:

6 BR**7 BR**

Monthly Dollar Allowances

Heating

a. Natural Gas (PG&E) (Includes Climate Credit)	\$30.00	\$32.00				
b. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$28.00	\$30.00				
c. Bottle Gas/Propane	\$64.00	\$70.00				
d. Electric	\$37.00	\$40.00				
e. Electric Heat Pump	\$26.00	\$28.00				
f. Oil						

Cooking

a. Natural Gas (avg)	\$11.00	\$12.00				
b. Bottle Gas/Propane	\$25.00	\$27.00				
c. Electric	\$23.00	\$25.00				

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$77.00	\$84.00				
Air Conditioning	\$44.00	\$47.00				

Water Heating

a. Natural Gas (avg)	\$24.00	\$26.00				
b. Bottle Gas/Propane	\$54.00	\$59.00				
c. Electric	\$40.00	\$43.00				
d. Oil						

Water, Sewer, Trash Collection

Water	N/A	N/A				
Sewer	N/A	N/A				
Trash Collection	N/A	N/A				

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00				
Refrigerator Tenant-supplied	\$12.00	\$12.00				

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit
rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Utility Allowance Schedule

See Public Reporting and Instructions on back.
The following allowances are used to determine the total cost of
tenant-furnished utilities and appliances.

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

Group B

OMB Approval

No. 2577-0169

exp. 7/31/2022

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City &
County of Fresno, CA**

Unit Type: **Single-Family (Detached House)**

Utility or Service:

0 BR**1 BR****2 BR****3 BR****4 BR****5 BR**

Monthly Dollar Allowances

Heating

a. Natural Gas (PG&E) (Includes Climate Credit)	\$22.00	\$26.00	\$30.00	\$32.00	\$36.00	\$39.00
b. Natural Gas (SoCal Gas) (Includes Monthly Charge)	\$22.00	\$25.00	\$28.00	\$30.00	\$32.00	\$35.00
c. Bottle Gas/Propane	\$50.00	\$57.00	\$64.00	\$70.00	\$77.00	\$84.00
d. Electric	\$30.00	\$35.00	\$40.00	\$45.00	\$50.00	\$55.00
e. Electric Heat Pump	\$18.00	\$21.00	\$25.00	\$28.00	\$31.00	\$34.00
f. Oil						

Cooking

a. Natural Gas (avg)	\$3.00	\$3.00	\$5.00	\$6.00	\$9.00	\$10.00
b. Bottle Gas/Propane	\$7.00	\$7.00	\$11.00	\$16.00	\$20.00	\$23.00
c. Electric	\$7.00	\$8.00	\$11.00	\$15.00	\$18.00	\$21.00

Other Electric & Cooling

Other Electric (Lights & Appliances) (Includes Climate Credit)	\$30.00	\$37.00	\$53.00	\$72.00	\$93.00	\$114.00
Air Conditioning	\$10.00	\$12.00	\$28.00	\$43.00	\$58.00	\$74.00

Water Heating

a. Natural Gas (avg)	\$9.00	\$10.00	\$14.00	\$18.00	\$23.00	\$27.00
b. Bottle Gas/Propane	\$20.00	\$23.00	\$32.00	\$43.00	\$52.00	\$61.00
c. Electric	\$19.00	\$22.00	\$28.00	\$34.00	\$41.00	\$47.00
d. Oil						

Water, Sewer, Trash Collection

Water	N/A	N/A	N/A	N/A	N/A	N/A
Sewer	N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection	N/A	N/A	N/A	N/A	N/A	N/A

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit
rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Schedule B.2 page 4 of 14
Utility Allowance Schedule

See Public Reporting and Instructions on back.
 The following allowances are used to determine the total cost of
 tenant-furnished utilities and appliances.

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

Group B
 OMB Approval
 No. 2577-0169
 exp. 7/31/2022

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City &
 County of Fresno, CA**

Unit Type: **Single-Family (Detached House)**

Utility or Service:

6 BR

7 BR

Monthly Dollar Allowances

Heating

a. Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$43.00	\$47.00				
b. Natural Gas <i>(SoCal Gas)</i> <i>(Includes Monthly Charge)</i>	\$38.00	\$41.00				
c. Bottle Gas/Propane	\$91.00	\$100.00				
d. Electric	\$61.00	\$66.00				
e. Electric Heat Pump	\$37.00	\$39.00				
f. Oil						

Cooking

a. Natural Gas <i>(avg)</i>	\$11.00	\$12.00				
b. Bottle Gas/Propane	\$25.00	\$27.00				
c. Electric	\$23.00	\$25.00				

Other Electric & Cooling

Other Electric (Lights & Appliances) <i>(Includes Climate Credit)</i>	\$125.00	\$135.00				
Air Conditioning	\$80.00	\$85.00				

Water Heating

a. Natural Gas <i>(avg)</i>	\$29.00	\$30.00				
b. Bottle Gas/Propane	\$66.00	\$73.00				
c. Electric	\$50.00	\$54.00				
d. Oil						

Water, Sewer, Trash Collection

Water	N/A	N/A				
Sewer	N/A	N/A				
Trash Collection	N/A	N/A				

Tenant-supplied Appliances

Range / Microwave Tenant-supplied	\$11.00	\$11.00				
Refrigerator Tenant-supplied	\$12.00	\$12.00				

Other--specify: Monthly Charges

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit
 rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Reasonable Accommodation Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric (wtd avg)

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.159432	\$36.00
Nebulizer	2	75	5	0.159432	\$1.00
Electric Hospital Bed	0.2	200	1	0.159432	\$1.00
Alternating Pressure Pad	24	70	52	0.159432	\$8.00
Low Air-Loss Mattress	24	120	89	0.159432	\$14.00
Power Wheelchair/Scooter	3	360	33	0.159432	\$5.00
Feeding Tube Pump	24	120	89	0.159432	\$14.00
CPAP Machine	10	30	9	0.159432	\$1.00
Leg Compression Pump	24	30	22	0.159432	\$4.00
Dialysis Machine/Equipment	2	710	44	0.159432	\$7.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

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

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

		Apartment (Multi-Family)											
Utility or Service		0			1			2			3		
		1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$13	\$15	\$2	\$15	\$17	\$2	\$17	\$20	\$3	\$19	\$22	\$3
	a SoCal Gas Natural Gas (includes monthly charge)	\$16	\$17	\$1	\$17	\$19	\$2	\$19	\$21	\$2	\$21	\$22	\$1
	b Bottle Gas/Propane	\$33	\$34	\$1	\$37	\$39	\$2	\$43	\$45	\$2	\$48	\$50	\$2
	c Electric	\$13	\$15	\$2	\$15	\$17	\$2	\$19	\$21	\$2	\$23	\$26	\$3
	d Electric Heat Pump	\$11	\$12	\$1	\$13	\$15	\$2	\$16	\$17	\$1	\$18	\$20	\$2
	e Oil/Other	-	\$0	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$3	\$3	\$0	\$3	\$3	\$0	\$5	\$5	\$0	\$6	\$6	\$0
	b Bottle Gas/Propane	\$7	\$7	\$0	\$7	\$7	\$0	\$11	\$11	\$0	\$15	\$16	\$1
	c Electric	\$6	\$7	\$1	\$7	\$8	\$1	\$10	\$11	\$1	\$13	\$15	\$2
Other Electric (Climate Credit, Lights, & Appliances)		\$18	\$19	\$1	\$22	\$23	\$1	\$32	\$34	\$2	\$42	\$46	\$4
Air Conditioning		\$12	\$14	\$2	\$14	\$16	\$2	\$20	\$22	\$2	\$25	\$28	\$3
Water Heating	a Natural Gas	\$6	\$6	\$0	\$7	\$8	\$1	\$9	\$11	\$2	\$12	\$14	\$2
	b Bottle Gas/Propane	\$15	\$16	\$1	\$17	\$18	\$1	\$24	\$25	\$1	\$30	\$32	\$2
	c Electric	\$14	\$15	\$1	\$16	\$18	\$2	\$20	\$23	\$3	\$25	\$28	\$3
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

		Apartment (Multi-Family)											
Utility or Service		4			5			6			7		
		1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$21	\$25	\$4	\$23	\$27	\$4	\$25	\$30	\$5	\$27	\$32	\$5
	a SoCal Gas Natural Gas (includes monthly charge)	\$22	\$24	\$2	\$24	\$26	\$2	\$25	\$28	\$3	\$27	\$30	\$3
	b Bottle Gas/Propane	\$52	\$54	\$2	\$56	\$59	\$3	\$61	\$64	\$3	\$67	\$70	\$3
	c Electric	\$27	\$30	\$3	\$31	\$35	\$4	\$34	\$37	\$3	\$36	\$40	\$4
	d Electric Heat Pump	\$20	\$22	\$2	\$22	\$24	\$2	\$23	\$26	\$3	\$25	\$28	\$3
	e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$7	\$9	\$2	\$8	\$10	\$2	\$9	\$11	\$2	\$10	\$12	\$2
	b Bottle Gas/Propane	\$20	\$20	\$0	\$22	\$23	\$1	\$24	\$25	\$1	\$26	\$27	\$1
	c Electric	\$16	\$18	\$2	\$19	\$21	\$2	\$21	\$23	\$2	\$22	\$25	\$3
Other Electric (Climate Credit, Lights, & Appliances)		\$52	\$57	\$5	\$64	\$70	\$6	\$71	\$77	\$6	\$77	\$84	\$7
Air Conditioning		\$31	\$34	\$3	\$36	\$40	\$4	\$39	\$44	\$5	\$42	\$47	\$5
Water Heating	a Natural Gas	\$16	\$18	\$2	\$19	\$21	\$2	\$21	\$24	\$3	\$22	\$26	\$4
	b Bottle Gas/Propane	\$41	\$43	\$2	\$48	\$50	\$2	\$52	\$54	\$2	\$56	\$59	\$3
	c Electric	\$29	\$33	\$4	\$34	\$37	\$3	\$36	\$40	\$4	\$39	\$43	\$4
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

		Detached House (Single-Family)											
Utility or Service		0			1			2			3		
		1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$19	\$22	\$3	\$22	\$26	\$4	\$25	\$30	\$5	\$27	\$32	\$5
	a SoCal Gas Natural Gas (includes monthly charge)	\$21	\$22	\$1	\$23	\$25	\$2	\$25	\$28	\$3	\$27	\$30	\$3
	b Bottle Gas/Propane	\$48	\$50	\$2	\$54	\$57	\$3	\$61	\$64	\$3	\$67	\$70	\$3
	c Electric	\$27	\$30	\$3	\$32	\$35	\$3	\$36	\$40	\$4	\$41	\$45	\$4
	d Electric Heat Pump	\$16	\$18	\$2	\$19	\$21	\$2	\$22	\$25	\$3	\$25	\$28	\$3
	e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$3	\$3	\$0	\$3	\$3	\$0	\$5	\$5	\$0	\$6	\$6	\$0
	b Bottle Gas/Propane	\$7	\$7	\$0	\$7	\$7	\$0	\$11	\$11	\$0	\$15	\$16	\$1
	c Electric	\$6	\$7	\$1	\$7	\$8	\$1	\$10	\$11	\$1	\$13	\$15	\$2
Other Electric (Climate Credit, Lights, & Appliances)		\$28	\$30	\$2	\$34	\$37	\$3	\$49	\$53	\$4	\$66	\$72	\$6
Air Conditioning		\$9	\$10	\$1	\$11	\$12	\$1	\$25	\$28	\$3	\$39	\$43	\$4
Water Heating	a Natural Gas	\$7	\$9	\$2	\$8	\$10	\$2	\$12	\$14	\$2	\$16	\$18	\$2
	b Bottle Gas/Propane	\$20	\$20	\$0	\$22	\$23	\$1	\$30	\$32	\$2	\$41	\$43	\$2
	c Electric	\$17	\$19	\$2	\$20	\$22	\$2	\$26	\$28	\$2	\$31	\$34	\$3
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

		Detached House (Single-Family)											
Utility or Service		4			5			6			7		
		1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference	1/2020	1/2021	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$30	\$36	\$6	\$33	\$39	\$6	\$37	\$43	\$6	\$40	\$47	\$7
	a SoCal Gas Natural Gas (includes monthly charge)	\$30	\$32	\$2	\$32	\$35	\$3	\$35	\$38	\$3	\$37	\$41	\$4
	b Bottle Gas/Propane	\$74	\$77	\$3	\$80	\$84	\$4	\$87	\$91	\$4	\$95	\$100	\$5
	c Electric	\$45	\$50	\$5	\$50	\$55	\$5	\$55	\$61	\$6	\$60	\$66	\$6
	d Electric Heat Pump	\$28	\$31	\$3	\$31	\$34	\$3	\$33	\$37	\$4	\$35	\$39	\$4
	e Oil/Other			-	-	-	-	-	-	-	-		-
Cooking	a Natural Gas (average)	\$7	\$9	\$2	\$8	\$10	\$2	\$9	\$11	\$2	\$10	\$12	\$2
	b Bottle Gas/Propane	\$20	\$20	\$0	\$22	\$23	\$1	\$24	\$25	\$1	\$26	\$27	\$1
	c Electric	\$16	\$18	\$2	\$19	\$21	\$2	\$21	\$23	\$2	\$22	\$25	\$3
Other Electric (Climate Credit, Lights, & Appliances)		\$85	\$93	\$8	\$104	\$114	\$10	\$114	\$125	\$11	\$123	\$135	\$12
Air Conditioning		\$52	\$58	\$6	\$66	\$74	\$8	\$72	\$80	\$8	\$78	\$85	\$7
Water Heating	a Natural Gas	\$20	\$23	\$3	\$23	\$27	\$4	\$25	\$29	\$4	\$27	\$30	\$3
	b Bottle Gas/Propane	\$50	\$52	\$2	\$59	\$61	\$2	\$63	\$66	\$3	\$69	\$73	\$4
	c Electric	\$36	\$41	\$5	\$42	\$47	\$5	\$45	\$50	\$5	\$49	\$54	\$5
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

Comparison of Previous and Current Utility Rates

Section 8 HCV Program

HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

NOTE: Rates in bold print indicate changes and gray print indicates removal.

(We use the absolute value of the changes which gives us the percentage of change.

This is the best way to determine a 10% change in utility rates and charges.)

ELECTRIC

UPDATE 2020

Pacific Gas & Electric (EL-1 CARE)		Rates		Difference	
Description	Measure	9/2019	10/2020	Amount	Percent
California Climate Credit*	per month	-\$4.62	-\$5.96	-\$1.34	-29%
Tier-1 Total Energy Charges (baseline)	per kwh	0.143620	0.159432	0.015812	11%
Tier-2 Total Energy Charges (101%-400%)	per kwh	0.180420	0.200554	0.020134	11%
Territory R, <i>Change of Seasons</i>				Total % of Change	51%

*Semi-annual climate credit changed from \$27.70 to \$35.73.

Summer: Jun-Sept (4), **Baseline changed from 16.5 (0-512) to 18.6 (0-577)**.

Winter: Oct-May (8), **Baseline changed from 11.1 (0-344) to 11.3 (0-350)**.

NATURAL GAS

Pacific Gas & Electric (G-1 CARE)		Rates		Difference	
Description	Measure	9/2019	10/2020	Amount	Percent
California Climate Credit*	per month	-\$2.12	-\$2.27	-\$0.15	-7%
Tier-1 Total Energy Charges (baseline)	per therm	1.04557	1.22794	0.18237	17%
Tier-2 Total Energy Charges (excess)	per therm	1.50950	1.64285	0.13335	9%
Territory R				Total % of Change	33%

Summer: Apr - Oct (7), **Baseline changed from 0-14 (.46) to 0-11 (.36)**.

Winter: Nov - Mar (5), **Baseline changed from 0-56 (1.79) to Wtd Avg 0-48 (1.56)**.

*Annual climate credit changed from \$25.45 to 27.18.

Southern California Gas (CARE GR)		Rates		Difference	
Description	Measure	9/2019	10/2020	Amount	Percent
Total Monthly Charges	per month	\$4.08	\$4.08	\$0.00	0%
Tier-1 Total Energy Charges (baseline)	per therm	0.82231	0.91522	0.09291	11%
Tier-2 Total Energy Charges. (excess)	per therm	1.08930	1.21411	0.12481	11%
Climate Zone 2, Baseline quantities did not change.				Total % of Change	22%

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

BOTTLE GAS/PROPANE

Suburban Propane		Rates		Difference	
Description	Measure	9/2019	10/2020	Amount	Percent
Fuel Rate	per gallon	\$2.17	\$2.27	\$0.10	5%

Multi-Family Utility Comparison (rounded)				
Locality	Utility	Fiscal Year 2020	Fiscal Year 2021	Percent Change
Biola	Water	\$35	\$35	
	Trash	\$20	\$20	
	Sewer	\$44	\$44	
Total		\$99	\$99	0%
Caruthers	Water	\$40	\$40	
	Trash	\$48	\$45	
	Sewer	\$35	\$35	
Total		\$123	\$120	-3%
Clovis	Water	\$33	\$33	
	Trash	\$72	\$75	
	Sewer	\$59	\$59	
Total		\$164	\$167	2%
Coalinga	Water	\$44	\$50	
	Trash	\$30	\$31	
	Sewer	\$16	\$22	
Total		\$90	\$104	15%
Del Rey	Water	\$17	\$19	
	Trash	\$22	\$22	
	Sewer	\$40	\$48	
Total		\$79	\$88	11%
Firebaugh	Water	\$33	\$34	
	Trash	\$48	\$33	
	Sewer	\$52	\$54	
Total		\$133	\$121	-9%
Fowler	Water	\$21	\$22	
	Trash	\$30	\$32	
	Sewer	\$38	\$39	
Total		\$89	\$93	4%
Fresno	Water	\$41	\$41	
	Trash	\$33	\$33	
	Sewer	\$26	\$26	
Total		\$100	\$100	0%
Friant	Water	\$50	\$50	
	Trash	\$52	\$54	
	Sewer	\$0	N/A	
Total		\$102	\$104	2%
Huron	Water	\$67	\$70	
	Trash	\$24	\$24	
	Sewer	\$26	\$26	
Total		\$117	\$120	2%
Kerman	Water	\$38	\$43	
	Trash	\$20	\$21	
	Sewer	\$21	\$22	
Total		\$79	\$87	10%
Kingsburg	Water	\$31	\$31	
	Trash	\$34	\$44	
	Sewer	\$36	\$38	
Total		\$101	\$112	11%

Multi-Family Utility Comparison (rounded)				
Locality	Utility	Fiscal Year 2020	Fiscal Year 2021	Percent Change
Laton	Water	\$37	\$37	
	Trash	\$18	\$19	
	Sewer	\$41	\$41	
	Total	\$96	\$97	0%
Mendota	Water	\$54	\$61	
	Trash	\$17	\$17	
	Sewer	\$37	\$38	
	Total	\$107	\$116	8%
Orange Cove	Water	\$45	\$45	
	Trash	\$21	\$21	
	Sewer	\$34	\$34	
	Total	\$100	\$100	0%
Parlier	Water	\$39	\$39	
	Trash	\$23	\$23	
	Sewer	\$31	\$33	
	Total	\$92	\$95	4%
Pinedale	Water	\$24	\$24	
	Trash	\$33	\$27	
	Sewer	\$26	\$26	
	Total	\$83	\$77	-7%
Raisin City	Water	\$52	\$52	
	Trash	\$43	\$45	
	Sewer	\$0 N/A		
	Total	\$95	\$96	2%
Reedley	Water	\$43	\$44	
	Trash	\$30	\$31	
	Sewer	\$69	\$69	
	Total	\$143	\$145	1%
Riverdale	Water	\$43	\$43	
	Trash	\$13	\$25	
	Sewer	\$39	\$39	
	Total	\$96	\$107	12%
San Joaquin	Water	\$45	\$45	
	Trash	\$13	\$13	
	Sewer	\$38	\$38	
	Total	\$96	\$96	0%
Sanger	Water	\$35	\$35	
	Trash	\$28	\$28	
	Sewer	\$40	\$40	
	Total	\$102	\$102	0%
Selma	Water	\$73	\$74	
	Trash	\$32	\$34	
	Sewer	\$39	\$40	
	Total	\$144	\$148	3%
Squaw Valley	Water	\$0 N/A		
	Trash	\$54	\$56	
	Sewer	\$0 N/A		
	Total	\$54	\$56	4%

Single-Family Utility Comparison (rounded)

Locality	Utility	Fiscal Year 2020	Fiscal Year 2021	Percent Change
Biola	Water	\$35	\$35	
	Trash	\$20	\$20	
	Sewer	\$44	\$44	
Total		\$99	\$99	0%
Caruthers	Water	\$40	\$40	
	Trash	\$48	\$45	
	Sewer	\$35	\$35	
Total		\$123	\$120	-3%
Clovis	Water	\$33	\$33	
	Trash	\$72	\$75	
	Sewer	\$59	\$59	
Total		\$164	\$167	2%
Coalinga	Water	\$44	\$50	
	Trash	\$30	\$31	
	Sewer	\$16	\$22	
Total		\$90	\$104	15%
Del Rey	Water	\$17	\$19	
	Trash	\$22	\$22	
	Sewer	\$46	\$55	
Total		\$85	\$95	12%
Firebaugh	Water	\$32	\$32	
	Trash	\$48	\$33	
	Sewer	\$52	\$54	
Total		\$132	\$119	-10%
Fowler	Water	\$21	\$22	
	Trash	\$30	\$32	
	Sewer	\$38	\$39	
Total		\$89	\$93	4%
Fresno	Water	\$41	\$41	
	Trash	\$33	\$33	
	Sewer	\$26	\$26	
Total		\$100	\$100	0%
Friant	Water	\$50	\$50	
	Trash	\$52	\$54	
	Sewer	\$0	N/A	
Total		\$102	\$104	2%
Huron	Water	\$57	\$59	
	Trash	\$24	\$24	
	Sewer	\$26	\$26	
Total		\$107	\$109	2%
Kerman	Water	\$38	\$43	
	Trash	\$21	\$21	
	Sewer	\$32	\$33	
Total		\$90	\$97	8%
Kingsburg	Water	\$33	\$34	
	Trash	\$37	\$41	
	Sewer	\$36	\$38	
Total		\$106	\$113	6%

Single-Family Utility Comparison (rounded)				
Locality	Utility	Fiscal Year 2020	Fiscal Year 2021	Percent Change
Laton	Water	\$37	\$37	
	Trash	\$18	\$19	
	Sewer	\$41	\$41	
Total		\$96	\$97	0%
Mendota	Water	\$54	\$61	
	Trash	\$17	\$17	
	Sewer	\$37	\$38	
Total		\$107	\$116	8%
Orange Cove	Water	\$45	\$45	
	Trash	\$21	\$21	
	Sewer	\$34	\$34	
Total		\$100	\$100	0%
Parlier	Water	\$31	\$31	
	Trash	\$23	\$23	
	Sewer	\$31	\$33	
Total		\$84	\$87	4%
Pinedale	Water	\$24	\$24	
	Trash	\$33	\$27	
	Sewer	\$26	\$26	
Total		\$83	\$77	-7%
Raisin City	Water	\$52	\$52	
	Trash	\$43	\$45	
	Sewer	\$0 N/A		
Total		\$95	\$96	2%
Reedley	Water	\$43	\$44	
	Trash	\$37	\$38	
	Sewer	\$49	\$52	
Total		\$129	\$134	4%
Riverdale	Water	\$43	\$43	
	Trash	\$13	\$25	
	Sewer	\$39	\$39	
Total		\$96	\$107	12%
San Joaquin	Water	\$45	\$45	
	Trash	\$13	\$13	
	Sewer	\$38	\$38	
Total		\$96	\$96	0%
Sanger	Water	\$31	\$31	
	Trash	\$28	\$28	
	Sewer	\$40	\$40	
Total		\$99	\$99	0%
Selma	Water	\$73	\$74	
	Trash	\$32	\$34	
	Sewer	\$39	\$40	
Total		\$144	\$148	3%
Squaw Valley	Water	\$0 N/A		
	Trash	\$54	\$56	
	Sewer	\$0 N/A		
Total		\$54	\$56	4%

Utility Allowance Schedule

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

OMB Approval
No. 2577-0169
exp. 7/31/2022

See Public Reporting and Instructions

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**

Unit Type: **Apartment**

Utility or Service: **Kerman Acres**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas				\$4.00	\$4.00	
b. Bottle Gas/Propane						
c. Electric						
d. Electric Heat Pump						
e. Oil / Other						

Cooking

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric				\$10.00	\$11.00	

Other Electric & Cooling

Other Electric (Lights & Appliances)				\$37.00	\$43.00	
Air Conditioning				\$9.00	\$11.00	

Water Heating

a. Natural Gas				\$12.00	\$12.00	
b. Bottle Gas/Propane						
c. Electric						
d. Oil / Other						

Water, Sewer, Trash Collection

Water						
Sewer						
Trash Collection						

Tenant-supplied Appliances

Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						

Other--specify: Monthly Charges

Electric California Credit \$-5.96				-\$6.00	-\$6.00	
Natural Gas California Credit \$-2.27				-\$2.00	-\$2.00	

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Utility Allowance ScheduleU.S. Department of Housing and Urban Development
Office of Public and Indian HousingOMB Approval
No. 25577-0169
exp.7/31/2022

See Public Reporting and Instructions on back.

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**Unit Type: **Apartment**Utility or Service: **Pacific Gardens****0 BR****1 BR****2 BR****3 BR****4 BR****5 BR****Apartments**

Monthly Dollar Allowances

Heating

a. Natural Gas

\$5.00

\$6.00

\$7.00

b. Bottle Gas/Propane

c. Electric

d. Electric Heat Pump

e. Oil / Other

Cooking

a. Natural Gas

b. Bottle Gas/Propane

c. Electric

\$7.00

\$8.00

\$10.00

Other Electric & Cooling

Other Electric (Lights & Appliances)

\$24.00

\$30.00

\$37.00

Air Conditioning

\$3.00

\$5.00

\$7.00

Water Heating

a. Natural Gas

\$9.00

\$10.00

\$12.00

b. Bottle Gas/Propane

c. Electric

d. Oil / Other

Water, Sewer, Trash Collection

Water

Sewer

Trash Collection

Tenant-supplied Appliances

Range / Microwave Tenant-supplied

Refrigerator Tenant-supplied

Other--specify: Monthly Charges

Electric California Credit \$-5.96

-\$6.00

-\$6.00

-\$6.00

Natural Gas California Credit \$-2.27

-\$2.00

-\$2.00

-\$2.00

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service per month cost

Heating

\$

Cooking

\$

Other Electric

\$

Air Conditioning

\$

Water Heating

\$

Water

\$

Sewer

\$

Trash Collection

\$

Range / Microwave

\$

Refrigerator

\$

Other

\$

Other

\$

Total

\$



Utility Allowance Schedule

See Public Reporting and Instructions

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

Group B

OMB Approval

No. 2577-0169

exp. 7/31/2022

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City & County of Fresno, CA**Unit Type: **Row House/Townhouse**Utility or Service: **Yosemite Village**

0 BR

1 BR

2 BR

3 BR

4 BR

5 BR

Monthly Dollar Allowances

Heating

a. Natural Gas		\$7.00	\$9.00	\$12.00	\$13.00	
b. Bottle Gas/Propane						
c. Electric						
d. Electric Heat Pump						
e. Oil / Other						

Cooking

a. Natural Gas		\$6.00	\$9.00	\$9.00	\$10.00	
b. Bottle Gas/Propane						
c. Electric						

Other Electric & Cooling

Other Electric (Lights & Appliances)		\$27.00	\$33.00	\$41.00	\$48.00	
Air Conditioning		\$11.00	\$14.00	\$17.00	\$21.00	

Water Heating

a. Natural Gas						
b. Bottle Gas/Propane						
c. Electric		\$27.00	\$33.00	\$40.00	\$46.00	
d. Oil / Other						

Water, Sewer, Trash Collection

Water						
Sewer						
Trash Collection						

Tenant-supplied Appliances

Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						

Other--specify: Monthly Charges

Electric California Credit \$-5.96		-\$6.00	-\$6.00	-\$6.00	-\$6.00	
Natural Gas California Credit \$-2.27		-\$2.00	-\$2.00	-\$2.00	-\$2.00	

Actual Family Allowances

To be used by the family to compute allowance. Complete below for the actual unit rented.

Name of Family

Address of Unit

Number of Bedrooms

Utility or Service per month cost

Heating	\$
Cooking	\$
Other Electric	\$
Air Conditioning	\$
Water Heating	\$
Water	\$
Sewer	\$
Trash Collection	\$
Range / Microwave	\$
Refrigerator	\$
Other	\$
Other	\$
Total	\$



Utility Allowance Schedule

See Public Reporting and Instructions

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

U.S. Department of Housing and Urban

Development

Office of Public and Indian Housing

Group B

OMB Approval

No. 2577-0169

exp. 7/31/2022

Date (mm/dd/yyyy): 01/01/2021

Locality: **Housing Authorities of the City of Fresno, CA**Unit Type: **Semi-Detached/Duplex (3-BR) & Detached House (4-BR)**

Utility or Service: Yosemite Village	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Monthly Dollar Allowances						
Heating						
a. Natural Gas				\$14.00	\$30.00	
b. Bottle Gas/Propane						
c. Electric						
d. Electric Heat Pump						
e. Oil / Other						
Cooking						
a. Natural Gas				\$9.00	\$10.00	
b. Bottle Gas/Propane						
c. Electric						
Other Electric & Cooling						
Other Electric (Lights & Appliances)				\$41.00	\$48.00	
Air Conditioning				\$21.00	\$33.00	
Water Heating						
a. Natural Gas				\$18.00	\$33.00	
b. Bottle Gas/Propane						
c. Electric						
d. Oil / Other						
Water, Sewer, Trash Collection						
Water						
Sewer						
Trash Collection						
Tenant-supplied Appliances						
Range / Microwave Tenant-supplied						
Refrigerator Tenant-supplied						
Other--specify: Monthly Charges						
Electric California Credit \$-5.96				-\$6.00	-\$6.00	
Natural Gas California Credit \$-2.27				-\$2.00	-\$2.00	
Actual Family Allowances				Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.				Heating		\$
				Cooking		\$
Name of Family				Other Electric		\$
				Air Conditioning		\$
				Water Heating		\$
				Water		\$
Address of Unit				Sewer		\$
				Trash Collection		\$
				Range / Microwave		\$
				Refrigerator		\$
				Other		\$
				Other		\$
Number of Bedrooms				Total		\$





HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES

Chart 1

UPDATE 2020
Building Type: Apartment/Multi-Family

Parc Grove Commons II (EE Equip: Win,H,WH,Ins)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)		\$21.00	\$27.00	\$35.00	\$42.00	
Natural Gas (H,WH,C)		\$12.00	\$15.00	\$18.00	\$19.00	
Totals		\$33.00	\$42.00	\$53.00	\$61.00	

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

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

Reasonable Accommodation Medical Equipment Allowances

Electric Provider: Pacific Gas & Electric (wtd avg)

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.159432	\$36.00
Nebulizer	2	75	5	0.159432	\$1.00
Electric Hospital Bed	0.2	200	1	0.159432	\$1.00
Alternating Pressure Pad	24	70	52	0.159432	\$8.00
Low Air-Loss Mattress	24	120	89	0.159432	\$14.00
Power Wheelchair/Scooter	3	360	33	0.159432	\$5.00
Feeding Tube Pump	24	120	89	0.159432	\$14.00
CPAP Machine	10	30	9	0.159432	\$1.00
Leg Compression Pump	24	30	22	0.159432	\$4.00
Dialysis Machine/Equipment	2	710	44	0.159432	\$7.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day. The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care. Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay. Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress. Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days. Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

A pump delivers a constant amount of formula throughout the day or night.

CPAP Machine

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

Leg Compression Pump

Provides intensive compression therapy. Use varies, generally from 8-24 hours daily.

Dialysis Machine/Equipment (Small/Portable)

Filters a patient's blood to remove excess water and waste products. Used 2 hours daily.

BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: January 21, 2021
BOARD MEETING: January 26, 2021
AGENDA ITEM: 5f
AUTHOR: Lyric Aguigam

SUBJECT: Consideration of Contract for Kitchen and Bathroom
Rehabilitation at Maldonado Plaza

Executive Summary

The purpose of this memo is to request approval from the Boards of Commissioners to award the contract for the kitchen and bathroom rehabilitation at Maldonado Plaza. An Invitation for Bids (IFB) was publicly solicited in November of 2020. Solicitation efforts included publication in the Fresno Bee, Central Valley Builder's Exchange, E-procurement website, public job walks, and direct calls to potential vendors. The deadline for responses was December 17, 2020 at 4:00pm. The Agency received a total of five bids from qualified bidders:

1. Allright Construction: **\$487,900**
2. Beam & Company: \$558,700
3. Fortune-Ratliff GC: \$798,254
4. STW Contractors: \$623,800
5. Gibraltar Construction Company: \$629,000

Procurement staff determined Allright Construction to be the top responsive and responsible bidder, with a proposed starting date of January, 2021.

Recommendation

Staff recommends the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, and/or his designee, to enter into contract negotiations and execute the contract for the kitchen and bathroom rehabilitation at Maldonado Plaza with Allright Construction for \$487,900.

Fiscal Impact

The fiscal impact of the contract will be no more than \$487,900 per our contract limits. This amount will be paid by a grant from the U.S. Department of Agriculture meant for various rehabilitation projects at Maldonado.

Background Information

Located at 1779 Thomas Conboy Avenue in Firebaugh, California, the Maldonado Plaza has 64 two and three-bedroom units. Each year the property houses migrant farm laborers for nine to twelve months. Maldonado Plaza has

had a substantial list of rehabilitation needs and staff has been working closely with USDA to address the needed repairs. The scope of repairs funded by the rehabilitation grant has included HVAC conversion, new roofs, new windows, site foundation repairs, the replacement of exterior stairs, and a variety of interior finishes, including the kitchen and bathroom conversions. The kitchen and bathroom conversion includes the rehabilitation of 61 kitchen and bathroom cabinets, countertops, plumbing fixtures, drains, electrical and range hoods, etc.

RESOLUTION NO. _____

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

**RESOLUTION APPROVING THE CONTRACT FOR THE KITCHEN AND BATHROOM
REHABILITATION AT MALDONADO PLAZA**

WHEREAS, the Housing Authority of the City of Fresno (the "Agency") has received bids from qualified general contractors for the kitchen and bathroom rehabilitation at Maldonado Plaza; and

WHEREAS, Allright Construction was a responsive and responsible bidder who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the Agency's procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Allright Construction for the kitchen and bathroom rehabilitation for the amount of \$487,900; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno do hereby authorize the Executive Director/CEO, or his designee, to negotiate and execute the contract for the kitchen and bath rehabilitation at Maldonado Plaza with Allright Construction and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF January, 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION APPROVING THE CONTRACT FOR THE KITCHEN AND BATHROOM
REHABILITATION AT MALDONADO PLAZA

WHEREAS, the Housing Authority of the County of Fresno (the “Agency”) has received bids from qualified general contractors for the kitchen and bathroom rehabilitation at Maldonado Plaza; and

WHEREAS, Allright Construction was a responsive and responsible bidder who provided qualifications and prices that are the most advantageous to the Agency, pursuant to the Agency’s procurement guidelines; and

WHEREAS, the Agency desires to enter into a contract with Allright Construction for the kitchen and bathroom rehabilitation for the amount of \$487,900; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno do hereby authorize the Executive Director/CEO, or his designee, to negotiate and execute the contract for the kitchen and bath rehabilitation at Maldonado Plaza with Allright Construction and execute all documents in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF January, 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Preston Prince

CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 5g

AUTHOR: Tiffany B. Mangum

SUBJECT: Consideration of Choice Neighborhood Planning Grant
Agreement with the U.S. Department of Housing & Urban Development

Executive Summary

The purpose of this memo is to request that the Board of Commissioners authorize the CEO/Executive Director, Preston Prince, to execute the grant agreement, including all ancillary documents, with the U.S. Department of Housing and Urban Development's (HUD) for the Choice Neighborhoods Planning Grant awarded for the California Avenue Neighborhood (CAN) – Southwest Fresno. Choice Neighborhoods is a competitive grant program within HUD that provides flexible resources for local leaders to help transform high-poverty, distressed neighborhoods into mixed-income communities with high-quality affordable housing, safe streets, and quality educational opportunities.

The grant agreement, along with the authorizing Board resolution and other forms, are standard requirements and align with the Agency's intentions for this planning grant process. All forms and documents must be executed and submitted to HUD no later than February 1, 2021.

Fiscal Impact

None at this time.

Recommendation

It is recommended that the Boards of Commissioners authorize the CEO/Executive Director, Preston Prince, to execute the Grant Agreement for the Choice Neighborhood Planning Grant with the U.S. Department of Housing and Urban Development.

Background Information

Fresno Housing was notified of the grant award for the Choice Neighborhood Planning Grant on December 16, 2020. These grant funds, combined with match dollars and in-kind value, will be used to plan for a future neighborhood Transformation Plan, which currently includes Agency-owned and sponsored public and affordable housing, as well as Agency owned vacant land. EJP Consulting Group has been approved as our Planning Coordinator, and will execute and/or have oversight of the following: Project Management, Community Engagement, Market and Real Estate Assessment, Project Financing

Research and Planning, People/Education Surveys, Existing Neighborhood Conditions Analysis, among others. The planning process will rely heavily upon input from the community, including public housing residents, local community members, City of Fresno, Fresno County, education partners within Fresno Unified, the Fresno Police Department, non-profit agencies, faith-based partners, private developers and business leaders. Based on a combination of community input and the City of Fresno's new zoning ordinances, the Transformation Plan could include multi-family housing, single-family housing, live/work units, commercial space, community centers, and/or public park space.

Fresno Housing is significantly invested in the Southwest Fresno community. The Agency currently owns and sponsors 490 units of public and affordable housing, and almost 10 acres of vacant land in Southwest Fresno. The planning grant will specifically focus on the neighborhoods along California Avenue, east of Edison High School, where the Agency owns 445 units of public and affordable housing, and 3.4 acres of vacant land. Over the past several years, the Agency has been working with local community partners to plan and redevelop this area of Fresno using programs like Federal Tax Credits, Rental Assistance Demonstration (RAD), and Transformative Climate Communities (TCC). The planning grant will complement these initiatives and enable Fresno Housing to further engage the local community in developing a plan that includes goals set forth in these programs and the Southwest Fresno Specific Plan.

In addition, in June 2017, the Boards approved our submission for the same grant for the FY2018 NOFA issued by HUD. That application was not awarded under the previous NOFA due to our inability to demonstrate master planning capacity, and the loss of the relevant points. We have remedied this capacity matter with the procurement of EJP Consulting Group as our Planning Coordinator.

HUD requires that the planning process produce a "Transformation Plan", which is a comprehensive neighborhood revitalization strategy that will follow the guidelines set forth by HUD in the grant application. This plan becomes the guiding document for the redevelopment of the affordable/public housing units and the revitalization of the surrounding neighborhood. The Agency would work with community members and local partners to develop and implement the Transformation Plan, which could include various housing components (multifamily and single family), offices and retail, schools, parks and other elements. The ultimate goal of Choice Neighborhoods being that the housing redevelopment will catalyze neighborhood change, while reducing levels of poverty, crime, and unemployment.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION AUTHORIZING THE CEO/EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CHOICE NEIGHBORHOOD PROGRAM, THE ASSISTANCE AWARD/AMENDMENT FORM (HUD-1044), AND ALL OTHER FORMS RELEVANT TO THE EXECUTION OF SAID GRANT AGREEMENT

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

WHEREAS, the Choice Neighborhoods Planning (“CNI”) Grant, offered by the U.S. Department of Housing and Urban Development (“HUD”) would be instrumental in devising a plan to best redevelop properties owned and managed the Authority;

WHEREAS, the Authority has received the Notification of Award of the Choice Neighborhood Planning Grant, administered by the Office of Public Housing Investments (OPHI) of the U.S. Department of Housing and Urban Development (HUD), for the California Avenue Neighborhood of Southwest Fresno; and

WHEREAS, the OPHI requires a resolution of the Board of Commissioners authorizing the CEO/Executive Director to execute said agreement and related documents, including HUD-1044; and

WHEREAS, the Agency expects to secure additional operations funding for years one through five of the Homekey projects’ operations;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California, hereby authorizes Preston Prince, CEO/Executive Director, and/or the Chair of the Board of Commissioners of the Housing Authority of the City of Fresno, California, Adrian Jones, to execute and deliver any required documentation related to the HUD Choice Neighborhoods Planning Grant Agreement.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2021. 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:

Adrian Jones, Chair of the Boards of Commissioners

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Preston Prince

CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 5h

AUTHOR: Emily De La Guerra

SUBJECT: Consideration of Loan Agreement between the Housing Relinquished Fund Corporation and The California Endowment

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to consider and approve a loan agreement between The California Endowment (TCE) and the Housing Relinquished Fund Corporation (HRFC), a non-profit, instrumentality of the Housing Authority of Fresno County and the Housing Authority of the City of Fresno. The California Endowment, a private, statewide health foundation, was established in 1996 to promote fundamental improvements in the health status of all Californians. In alignment with the mission of Fresno Housing, TCE believes that health happens in neighborhoods, schools, and with stable, quality housing.

TCE is tentatively proposing to make a Program Related Investment (PRI) into HRFC. PRI is structured like a loan, which must be repaid, but also provides far more favorable terms than traditional financial institutions. The total loan amount would be \$3 million dollars, at 2% interest rate with interest-only payments for the first four years of the five year term. At least half of the loan proceeds must be solely used for the purpose of financing affordable housing in "neighborhoods of opportunity". The remaining proceeds can be used to finance other affordable housing priorities including, but not limited to, homeownership, motel conversion, and housing development in rural areas.

Recommendation

It is recommended that the Boards of Commissioners adopt a resolution authorizing Preston Prince, CEO/Executive Director, and/or his designee, to finalize and execute the loan agreement between The California Endowment (TCE) and the Housing Relinquished Fund Corporation (HRFC).

Fiscal Impact

The Loan is evidenced by a promissory note which, if executed, shall include a maximum principal amount of Three Million Dollars (\$3,000,000.00), bearing interest at the rate of two percent (2%) per annum from the date thereof on the unpaid principal balance from time to time outstanding under the Note. Payments of interest only on the Note shall be made quarterly in arrears on the

last day of March, June, September and December, and any accrued but unpaid interest shall be due on the Maturity Date. The outstanding principal balance of the Loan shall be due and payable in two installments:

- (a) The first installment of one-half of the principal amount outstanding as of the Origination End Date shall be due on the fourth anniversary of the Closing Date; and
- (b) The second installment of the lesser of (i) one-half of the principal amount outstanding as of the Origination End Date and (ii) the principal balance outstanding shall be due on the fifth anniversary of the Closing Date (the “Maturity Date”).

Background Information

Over the past year, Fresno Housing has been working in partnership with several non-profit foundations to advocate for affordable housing issues in Fresno County through initiatives like the Shared Prosperity Partnership, the DRIVE Initiative and the Fresno Revitalization Fund. As part of these conversations, FH developed a relationship with The California Endowment (TCE), a statewide non-profit foundation, with a similar mission to build communities where families can be safe and healthy.

Following multiple conversations around TCE’s and FH’s strategic vision and goals, as well as site visits, reference checks with community leaders and financial due diligence, TCE approached staff about a potential financial partnership to support the work the Agency is doing around affordable housing development. TCE proposed to make a Program Related Investment (PRI) into the Housing Relinquished Fund Corp. (HRFC), FH’s jointly owned, non-profit. This investment into HRFC would provide additional cash flow to HRFC to support our continued work around neighborhoods of opportunity, supportive housing and rural development. Furthermore, this strategic partnership may also open the door to other funding opportunities with private foundations, including additional PRI or grants. Staff believes this is an incredible opportunity and a significant next step as the Agency continues its efforts to diversify its partners and funding sources.

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

RESOLUTION NO. ____

**RESOLUTION AUTHORIZING A LOAN AGREEMENT FROM THE CALIFORNIA
ENDOWMENT TO THE HOUSING RELINQUISHED FUND CORPORATION**

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

WHEREAS, the goals of the Housing Relinquished Fund Corporation (the "Corporation") include financing of development and provision of affordable housing units within Fresno County boundaries; and

WHEREAS, the mission of The California Endowment (the "Endowment") is to expand access to affordable, quality health care for underserved individuals and communities, and to promote fundamental improvements in the health status of all Californians; and

WHEREAS, the Corporation has requested a program-related investment loan from the Endowment to support affordable housing developments in high opportunity areas and to finance mission-aligned affordable housing programmatic priorities of the City and County of Fresno (the "Program"); and

WHEREAS, the Endowment desires to make the requested loan as part of its portfolio of program-related investments; and

WHEREAS, The Loan is evidenced by a promissory note which, if executed, shall include a maximum principal amount of Three Million Dollars (\$3,000,000.00), bearing interest at the rate of two percent (2%) per annum from the date thereof on the unpaid principal balance from time to time outstanding under the Note. Payments of interest only on the Note shall be made quarterly in arrears on the last day of March, June, September and December, and any accrued but unpaid interest shall be due on the Maturity Date. The outstanding principal balance of the Loan shall be due and payable in two installments:

- (a) The first installment of one-half of the principal amount outstanding as of the Origination End Date shall be due on the fourth anniversary of the Closing Date; and
- (b) The second installment of the lesser of (i) one-half of the principal amount outstanding as of the Origination End Date and (ii) the principal balance outstanding shall be due on the fifth anniversary of the Closing Date (the "Maturity Date").; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes a loan from the California Endowment to the Housing Relinquished Fund Corporation for up to \$3,000,000 and authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all agreements and ancillary documents in connection therewith.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2021. 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 NO. ____

**RESOLUTION AUTHORIZING A LOAN AGREEMENT FROM THE CALIFORNIA
ENDOWMENT TO THE HOUSING RELINQUISHED FUND CORPORATION**

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

WHEREAS, the goals of the Housing Relinquished Fund Corporation (the "Corporation") include financing of development and provision of affordable housing units within Fresno County boundaries; and

WHEREAS, the mission of The California Endowment (the "Endowment") is to expand access to affordable, quality health care for underserved individuals and communities, and to promote fundamental improvements in the health status of all Californians; and

WHEREAS, the Corporation has requested a program-related investment loan from the Endowment to support affordable housing developments in high opportunity areas and to finance mission-aligned affordable housing programmatic priorities of the City and County of Fresno (the "Program"); and

WHEREAS, the Endowment desires to make the requested loan as part of its portfolio of program-related investments; and

WHEREAS, the Loan is evidenced by a promissory note which, if executed, shall include a maximum principal amount of Three Million Dollars (\$3,000,000.00), bearing interest at the rate of two percent (2%) per annum from the date thereof on the unpaid principal balance from time to time outstanding under the Note. Payments of interest only on the Note shall be made quarterly in arrears on the last day of March, June, September and December, and any accrued but unpaid interest shall be due on the Maturity Date. The outstanding principal balance of the Loan shall be due and payable in two installments:

- (a) The first installment of one-half of the principal amount outstanding as of the Origination End Date shall be due on the fourth anniversary of the Closing Date; and
- (b) The second installment of the lesser of (i) one-half of the principal amount outstanding as of the Origination End Date and (ii) the principal balance outstanding shall be due on the fifth anniversary of the Closing Date (the "Maturity Date").; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County hereby authorizes a loan from the California Endowment to the Housing Relinquished Fund Corporation for up to \$3,000,000 and authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all agreements and ancillary documents in connection therewith.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2021. 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

LOAN AGREEMENT
between
THE CALIFORNIA ENDOWMENT
and
HOUSING RELINQUISHED FUND CORPORATION
Dated as of January __, 2021

ARTICLE 1	THE LOAN.....	2
Section 1.1	The Loan	2
Section 1.2	Disbursements.....	2
Section 1.3	The Closing.....	3
Section 1.4	The Note; Maturity Date.....	3
Section 1.5	Default Rate of Interest; Late Penalty.....	4
Section 1.6	Optional Prepayment	5
ARTICLE 2	PURPOSE AND USE OF PROCEEDS OF THE LOAN	5
Section 2.1	Purpose.....	5
Section 2.2	Use of Proceeds.....	6
ARTICLE 3	REPRESENTATIONS AND WARRANTIES.....	6
Section 3.1	Organization and Powers	6
Section 3.2	Tax-Exempt Status; Charitable Purpose.....	7
Section 3.3	Authorization; Binding Agreement.....	7
Section 3.4	Title to Properties.....	8
Section 3.5	Litigation.....	8
Section 3.6	No Conflicts.....	8
Section 3.7	Financial Statements	9
Section 3.8	Taxes	9
Section 3.9	Consents.....	9
Section 3.10	Compliance with Governmental Regulations	10
Section 3.11	No Default.....	10
Section 3.12	Indebtedness.....	10
Section 3.13	Insurance	11
Section 3.14	Full Disclosure	11
ARTICLE 4	CONDITIONS OF LENDER’S OBLIGATIONS.....	11
Section 4.1	Loan Commitment	11
Section 4.2	Disbursements.....	13
ARTICLE 5	AFFIRMATIVE COVENANTS	13
Section 5.1	Use of Proceeds of the Loan	14
Section 5.2	Disqualified Persons	14
Section 5.3	Reporting Requirements	14

Section 5.4	Tax Status.....	17
Section 5.5	Existence and Properties	17
Section 5.6	Payment of Indebtedness and Taxes	17
Section 5.7	Financial Covenants.....	18
Section 5.8	Compliance with Anti-Terrorism Requirements	19
Section 5.9	Notice to Lender	19
Section 5.10	Books and Records	20
ARTICLE 6	NEGATIVE COVENANTS	21
Section 6.1	Charter Amendments	21
Section 6.2	Tax Matters	21
Section 6.3	No Material Change.....	22
ARTICLE 7	EVENTS OF DEFAULT AND REMEDIES	22
Section 7.1	Events of Default	22
Section 7.2	Remedies.....	24
ARTICLE 8	MISCELLANEOUS	25
Section 8.1	Entire Agreement.....	25
Section 8.2	Notices	25
Section 8.3	Payment Instructions.....	26
Section 8.4	Waivers	27
Section 8.5	Binding Effect; Assignment.....	27
Section 8.6	Headings	27
Section 8.7	Indemnification	27
Section 8.8	Counterparts.....	28
Section 8.9	Governing Law	28
Section 8.10	Severability	28
Section 8.11	Modification; Amendment.....	29
Section 8.12	Other Parties.....	29

LOAN AGREEMENT

THIS LOAN AGREEMENT (“Agreement”), dated as of January __, 2021, is made and entered into by and between THE CALIFORNIA ENDOWMENT, a California nonprofit public benefit corporation (“Lender” or the “Foundation”), with offices at 1000 North Alameda Street, Los Angeles, California, 90012, and HOUSING RELINQUISHED FUND CORPORATION, a California nonprofit public benefit corporation (“Borrower”), with offices at 1331 Fulton St, Fresno, CA 93721.

RECITALS

WHEREAS, Lender’s mission is to expand access to affordable, quality health care for underserved individuals and communities, and to promote fundamental improvements in the health status of all Californians, including without limitation (i) to improve the availability of and access to such care and services to the uninsured, underinsured and other underserved populations and to improve the health status of all Californians; (ii) to develop and maintain initiatives to address short-term and long-term health care needs and concerns; (iii) to provide grants and establish programs to carry out such purposes; and (iv) otherwise to serve the health care needs of the people of the State of California;

WHEREAS, Borrower is a California nonprofit public benefit corporation organized, as stated in its Articles of Incorporation, “for public and charitable purposes within the meaning of Section 501(c)(3) and Section 501(c)(4) of the Internal Revenue Code” and for the specific purpose to receive, invest and maintain funds on behalf of the Fresno City Housing Authority and the Fresno County Housing Authority (together referred to herein as the “Housing Authority”) and has been recognized by the Internal Revenue Service (the “IRS”) as a tax-exempt social welfare organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, Borrower's mission is to promote social welfare by assisting low to moderate income housing projects, including, but not limited to, providing financing to low to moderate income housing projects which could not otherwise be acquired and/or properly maintained;

WHEREAS, the Borrower's has a board of directors comprised of the Chair of the Board of Commissioners of the Housing Authority of the City of Fresno, the Chair of the Board of Commissioners of the Fresno County Housing Authority, and the Executive Director of the Fresno City and Fresno County Housing Authorities (together referred to herein as the "Housing Authority Directors") and up to six additional directors appointed by the Housing Authority Directors;

WHEREAS, Borrower has requested a \$3 million program-related investment loan from Lender to support affordable housing developments in high opportunity areas and to finance mission-aligned affordable housing programmatic priorities of the City and County of Fresno (the "Program"); and

WHEREAS, Lender desires to make the requested loan as part of its portfolio of program-related investments;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 THE LOAN

Section 1.1 The Loan. Lender agrees, upon the terms and subject to the conditions set forth in this Agreement, to make a general recourse program-related investment loan (the "Loan") to Borrower in the aggregate principal amount of up to Three Million Dollars (\$3,000,000.00)]. The Loan shall bear interest at the rate of two percent (2%) per annum on the unpaid principal balance from time to time outstanding under the Loan.

Section 1.2 Disbursements. The Loan may be made in one or multiple disbursement(s), as requested by Borrower and subject to the conditions set forth in Section 4.1 and Section 4.2, provided that:

1.2.1 No disbursement will be made after the first anniversary of the Closing Date (the “Origination End Date”);

1.2.2 Each disbursement must be in an amount that is \$250,000 or greater; and

1.2.3 Borrower must request a disbursement from Lender at least fourteen calendar days prior to the date on which the Borrower would like the disbursement to be made, provided, however, that if Borrower requests a disbursement to be made on a day on which the offices of Lender are closed, the disbursement will be made on the first day Lender’s offices open for business following the requested disbursement date. Requests for disbursement cannot be made (and will not be received by Lender) during Lender’s annual shutdown period, which occurs from approximately December 23 to January 2 each year.

Section 1.3 The Closing. The closing of the Loan (the “Closing”) shall occur on January __, 2021, or such other date as the parties may mutually agree (the “Closing Date”), by delivery of the documents as set forth below. If all of the conditions set forth in Section 4.1 and Section 4.2 have been satisfied, Lender will make available to Borrower the Loan amount, in accordance with Section 1.2, by wire transfer to be deposited as instructed by Borrower.

Section 1.4 The Note; Maturity Date. The Loan shall be evidenced by a promissory note in the form attached hereto as Exhibit A (the “Note”), payable to the order of Lender, duly executed on behalf of Borrower, dated the date of issuance, in the maximum principal amount of

Three Million Dollars (\$3,000,000.00), bearing interest at the rate of two percent (2%) per annum from the date thereof on the unpaid principal balance from time to time outstanding under the Note. The Note shall be issued and delivered simultaneously with the Agreement prior to the Closing. Whenever any payment to be made under the Note shall be due on a Saturday, Sunday or public holiday under the laws of the State of California, the payment may be made on the next succeeding business day.

1.4.1 Interest. Payments of interest only on the Note shall be made quarterly in arrears on the last day of March, June, September and December, commencing on December 31, 2020, and any accrued but unpaid interest shall be due on the Maturity Date. Interest shall be calculated on the basis of a year of three hundred sixty (360) days consisting of twelve (12), thirty (30) day months.

1.4.2 Principal. The outstanding principal balance of the Loan shall be due and payable in two installments:

- (a) The first installment of one-half of the principal amount outstanding as of the Origination End Date shall be due on the fourth anniversary of the Closing Date; and
- (b) The second installment of the lesser of (i) one-half of the principal amount outstanding as of the Origination End Date and (ii) the principal balance outstanding shall be due on the fifth anniversary of the Closing Date (the "Maturity Date").

Section 1.5 Default Rate of Interest; Late Penalty. Any overdue principal and, to the extent permitted by law, any overdue interest on the Loan shall, beginning ten (10) days following the due date for payment of such principal or interest, bear interest at the rate specified in Section 1.4, above, plus three percent (3%), payable upon demand, for each day until paid.

Notwithstanding anything to the contrary set forth herein, in no event shall the amounts paid hereunder exceed the highest rate permitted under applicable usury laws. If any amounts collected by Lender hereunder exceed such highest rate, such excess amounts shall be applied to the reduction of the outstanding principal balance due under this Agreement and not to the payment of interest, or, if such excess amounts exceed the unpaid balance of principal then due under the Loan, such excess amounts shall be refunded to Borrower.

Section 1.6 Optional Prepayment. Borrower may, upon ten (10) business days' prior written notice to Lender, prepay the Loan, in whole or in part, without premium or penalty, at any time or from time to time, together with accrued interest to the date of the prepayment on the amount prepaid. Any prepayment pursuant to this Section 1.6 shall be applied first to the interest accrued but unpaid to the date of the prepayment, and then to the unpaid principal balance on the Loan. Amounts prepaid hereunder, in whole or in part, prior to the Maturity Date may not be reborrowed.

ARTICLE 2 PURPOSE AND USE OF PROCEEDS OF THE LOAN

Section 2.1 Purpose. The purpose of the Loan is to provide Borrower with funds to support programs of affordable housing financing that (i) are confirmed by the Housing Authority to be in furtherance of the charitable, public governmental purposes of the City and County of Fresno and (ii) further the charitable, exempt purposes (as defined in Code Sections 501(c)(3) and 170(c)(2)(B) and the regulations thereunder) of combatting community deterioration, providing relief to the poor and distressed and lessening the burdens of government. In making the Loan, Lender does not have as a significant purpose the production

of income or the appreciation of property or the accomplishment of any purposes described in Section 170(c)(2)(D) of the Code.

Section 2.2 Use of Proceeds. The proceeds of the Loan shall be used solely for the purposes described in Section 2.1 and, particularly, in furtherance of those purposes: (i) at least 50% of the Loan proceeds shall be used to finance affordable housing in areas of the City and County of Fresno that qualify as “high opportunity” areas according to the analytical framework used by the nonprofit Opportunity Insights (ii) 50% may be used to finance other affordable housing programmatic priorities identified by Code Section 509(a)(1) and 509(a)(2) public charity recipients of grants from Lender’s Building Health Communities grants program (which priorities may include, but is not limited to, homeownership, motel conversion, and housing development in rural areas); provided, however, that the Loan proceeds may not be used to pay for operating expenses.

Section 2.3 No Control. Borrower and Lender acknowledge that (a) no agreement or understanding exists between Borrower and Lender whereby Lender may cause the selection of any recipient of assistance out of the proceeds of the Loan, and (b) Lender shall not, by reason of anything contained in this Agreement or in any other agreement or document executed in connection herewith, or by reason of any transaction pursuant hereto or thereto, possess or acquire, directly or indirectly, any right or power to vote or otherwise to direct or cause the direction of the management and policies of Borrower with respect to the use of the proceeds of the Loan.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that:

Section 3.1 Organization and Powers. Borrower is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. Borrower has all requisite power and authority to own and operate its assets and properties and to carry on its activities as now conducted and proposed to be conducted. Borrower is duly qualified or licensed and in good standing as a foreign corporation authorized to conduct its activities in all jurisdictions in which the character of the assets and properties owned or the nature of the activities conducted makes such qualification or licensing necessary, except where the failure of which would not reasonably be expected to result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Borrower or impair the ability of Borrower to perform its obligations under this Agreement or the Note (collectively, the “Loan Documents”) or prevent the use of the proceeds of the Loan as contemplated by the Loan Documents (collectively, a “Material Adverse Effect on Borrower”).

Section 3.2 Authorization; Binding Agreement. The execution, delivery and performance by Borrower of the Loan Documents, the borrowing hereunder and the use by Borrower of the proceeds of the Loan as contemplated by the Loan Documents are within Borrower’s powers and have been duly authorized by all requisite corporate action. The Loan Documents have been duly executed and delivered on behalf of Borrower, and constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

Section 3.3 Title to Properties. Borrower has good title to its assets and properties free and clear of any mortgage, deed of trust, pledge, security interest, lien, charge or

encumbrance of any nature (each, a “Lien”), except as shown on Borrower’s financial statements or on the Disclosure Schedule (Schedule 1).

Section 3.4 Litigation. There is no judgment, action, suit or claim, or legal, administrative or arbitral proceeding or investigation, pending, or, to the best of Borrower’s knowledge, threatened or anticipated, against or involving Borrower before any federal, state or local court or arbitration tribunal or governmental or administrative body or agency (each, a “Governmental Entity”), nor, to the best of Borrower’s knowledge, is there any basis for any judgment, action, suit or claim, or legal, administrative or arbitral proceeding or investigation, that might reasonably be expected to result in a Material Adverse Effect on Borrower.

Section 3.5 No Conflicts. The execution, delivery and performance by Borrower of the Loan Documents, the borrowing hereunder and the use by Borrower of the proceeds of the Loan as contemplated by the Loan Documents will not (a) violate any provision of law or any judgment, writ, injunction, decree, order, rule or regulation of any Governmental Entity; (b) violate any provision of the Articles of Incorporation or Bylaws of Borrower; (c) conflict with, result in a breach of or constitute (with notice or lapse of time or both) a default under any indenture, agreement or instrument to which Borrower is a party or by which any of its assets or properties are bound; or (d) result in the creation or imposition of any Lien upon any of the assets or properties of Borrower except as otherwise permitted, required or contemplated by the Loan Documents. Borrower is not a party to any indenture, agreement or instrument or subject to any restriction that might reasonably be expected to have a Material Adverse Effect on Borrower. Borrower is not in default or alleged to be in default, nor has any condition occurred or alleged to have occurred that with notice or lapse of time or both would constitute a default, under any

indenture, agreement or instrument to which Borrower is a party or to which any of its assets or properties are bound and under which a default might reasonably be expected to result in a Material Adverse Effect on Borrower.

Section 3.6 Financial Statements. Borrower's most recent audited financial statements, the unaudited financial statements of Borrower as of the end of its most recent Quarterly Period (as defined below), and the related balance sheet and income statement for the Quarterly Period then ended, previously delivered to Lender, are complete and correct and fairly present the financial position of Borrower as of the relevant date and the results of its operations for the Quarterly Period then ended in accordance with generally accepted accounting principles consistently applied, subject to normal year-end adjustments and to the addition of footnote disclosure. There has been no material adverse change in the financial position of Borrower from that set forth in such unaudited financial statements.

Section 3.7 Taxes. Borrower has filed all tax and information returns required to be filed in any jurisdiction and has paid all taxes, assessments, fees or other governmental charges or levies upon Borrower or upon any of its assets or income that have become due and payable. There is no tax audit currently being conducted in respect of Borrower.

Section 3.8 Consents. No consent, license, approval, authorization, exemption, franchise, permit or order of, notice to or declaration or filing with, any third party, including, without limitation, any Governmental Entity, is required on the part of Borrower for the valid execution, delivery and performance by Borrower of the Loan Documents, the borrowing hereunder or the use by Borrower of the proceeds of the Loan as contemplated by the Loan Documents.

Section 3.9 Compliance with Governmental Regulations. Borrower has obtained all necessary consents, licenses, approvals, authorizations, exemptions, franchises, permits and orders from all appropriate Governmental Entities, except for those the failure of which to obtain would not reasonably be expected to result in a Material Adverse Effect on Borrower. Borrower is not in violation of, or alleged to be in violation of, any law, judgment, writ, injunction, decree, order, rule or regulation of any Governmental Entity, the violation of which might reasonably be expected to result in a Material Adverse Effect on Borrower.

Section 3.10 No Default. Borrower is in compliance with all of the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default, or any event that with notice or lapse of time or both would constitute an Event of Default, has occurred under the Loan Documents.

Section 3.11 Indebtedness. Except as set forth in the Disclosure Schedule (Schedule 1) or the financial statements delivered to Lender, Borrower has no outstanding Indebtedness. For purposes of this Agreement, Indebtedness shall be defined as: (i) liabilities, including but not limited to recoverable grants, for borrowed money or for the deferred purchase price of property or services other than wages, lease payments other than capital lease payments, and trade accounts payable that provide for the payment thereof within ninety (90) days of the incurrence thereof, in each case incurred in the ordinary course of business; (ii) liabilities secured by any Lien existing on real or personal property owned or leased (whether or not the liabilities have been assumed); (iii) obligations (whether or not due) under conditional sales or other title retention agreements; (iv) indebtedness of others that is guaranteed or endorsed by Borrower, or with respect to which Borrower is otherwise contingently liable; (v) obligations as lessee under

capital leases, except under non-material capital leases for routine office equipment; and (vi) any other obligations (other than deferred taxes, if any) that are required by generally accepted accounting principles to be shown as liabilities on Borrower's balance sheet.

Section 3.12 Insurance. Borrower has in full force and effect such insurance coverage in such amounts as is customarily maintained by organizations engaged in similar activities.

Section 3.13 Full Disclosure. There is no fact that Borrower has not disclosed in writing to Lender that might reasonably be expected to result in a Material Adverse Effect on Borrower. No representation or warranty of Borrower contained in the Loan Documents or in any certificate or other document furnished by Borrower pursuant to any of the Loan Documents contains any untrue statement of material fact or omits to state a material fact necessary in order to make the representation or warranty not misleading in light of the circumstances in which it was made.

ARTICLE 4 CONDITIONS OF LENDER'S OBLIGATIONS

Section 4.1 Loan Commitment. The obligation of Lender to make the Loan is subject to the fulfillment, as determined in the sole discretion of Lender, of the following conditions precedent:

4.1.1 Delivery of Documents. Borrower shall have delivered to Lender the following documents, each of which shall be in full force and effect:

(a) This Agreement and the Note, each duly executed by Borrower and dated the Closing Date;

(b) A certificate in the form attached hereto as Exhibit B, signed on behalf of Borrower by Borrower's Secretary or Assistant Secretary and dated the Closing Date, together with certified copies of the attachments described therein;

(c) Audited financial statements for the fiscal year ended December 31, 2019, and unaudited financial statements for the nine-month period ended September 30, 2020;

(d) A completed Internal Revenue Service ("IRS") Form W-9; and

(e) Instructions necessary to effectuate the wire transfer of any funds to be disbursed under the Loan, including the bank's name, address and ABA number, and the name and number of Borrower's account (*e.g.*, a bank deposit slip, cancelled check, *etc.*).

4.1.2 Legal Matters. All legal matters in connection with the Loan shall be satisfactory to Lender, Lender shall have received from its counsel any opinions that Lender shall require, including, without limitation, as to any federal income tax matters relating to the Loan Documents and the transactions contemplated thereby, and Lender shall have received copies of all other documents that it may reasonably request in connection with any opinions required hereunder.

4.1.3 Representations and Warranties. The representations and warranties set forth in Article 3 shall be true and correct on and as of the Closing Date.

Section 4.2 Disbursements. The obligation of Lender to make each Disbursement is subject to the following conditions precedent, each of which shall be fulfilled on or prior to the date of the funding of the Disbursement:

4.2.1 Request for a Disbursement. Borrower shall have delivered a Disbursement Certificate in the form attached hereto as Exhibit I, executed by the Executive Director of Borrower and certifying Borrower's compliance with all of the conditions precedent set forth in this Section 4.2.

4.2.2 Representations and Warranties. The representations and warranties set forth in Article 3 of this Agreement shall be true and correct on and as of the date of the funding of the Disbursement with the same effect as though the representations and warranties had been made on and as of those dates. In the event any of the representations and warranties are not true as of the date of the funding of a Disbursement, Lender shall have approved of any such inaccuracy in writing.

4.2.3 No Default. Borrower shall be in compliance with all of the terms, covenants and conditions of the Loan Documents to be complied with, and no Event of Default, or any event that with notice or lapse of time or both would constitute an Event of Default, shall have occurred and be continuing as of the date of the funding of the Disbursement.

ARTICLE 5 AFFIRMATIVE COVENANTS

Borrower covenants and agrees that, until payment in full of the principal of and interest on the Loan, and all other amounts payable under the Loan Documents, unless Lender shall otherwise consent in writing, Borrower shall act as follows:

Section 5.1 Use of Proceeds of the Loan. Borrower shall use the proceeds of the Loan solely for the charitable purposes set forth in Article 2, in accordance with the restrictions

set forth in such Article and on the terms, in the manner, and subject to the limitations set forth in the Loan Documents.

Section 5.2 Disqualified Persons. No disqualified person with respect to Lender shall benefit, directly or indirectly, from the use of the proceeds of the Loan by Borrower.

Section 5.3 Reporting Requirements. Borrower shall furnish, or cause to be furnished, to Lender the following:

5.3.1 Within forty-five (45) days after the end of each quarterly period ending March 31, June 30, September 30 and December 31 of each year during the term of the Loan (each, a “Quarterly Period”):

(a) an unaudited financial statement as of the end of the Quarterly Period and the related balance sheet and income statement, all in reasonable detail and as prepared by management;

(b) a certificate of Borrower signed by Borrower’s Executive Director, in the form attached hereto as Exhibit G stating that (i) the financial statements and related statements accurately present the financial position of Borrower as at the end of the Quarterly Period and the results of its operations for the period then ended, subject to normal year-end adjustments and to the addition of footnote disclosure, (ii) Borrower is in compliance with all the terms and provisions set forth in the Loan Documents and (iii) no Event of Default, or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or, if any Event of Default or other event has occurred, specifying such Event of Default or other event;

(c) a completed Covenant Compliance Worksheet, in the form attached hereto as Exhibit C, showing calculations that confirm Borrower's compliance with the covenants in this Agreement for the Quarterly Period then ended; and

5.3.2 (d) a Portfolio Quality Report, to the satisfaction of Lender, in the form attached hereto as Exhibit D, including but not limited to information about portfolio growth and performance; and

(f) a narrative report describing the projects funded during the quarter and the pipeline of projects anticipated to be funded.

5.3.3 As soon as available but in no event more than one hundred twenty (120) days after the end of each fiscal year:

(a) an unaudited financial statement as of the end of the fiscal year and the related balance sheet, income statement and statement of cash flows for the fiscal year, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year, prepared by independent certified public accountants selected by Borrower ("Borrower's Accountants") in accordance with generally accepted accounting principles consistently applied (except for changes in application in which Borrower's Accountants concur); provided, however, that if Borrower does obtain audited financial statements, copies of such statement shall be promptly delivered to Lender,

(b) a certificate of Borrower signed by Borrower's Executive Director, in the form attached hereto as Exhibit G stating that (i) the financial statements and related

statements accurately present the financial position of Borrower as at the end of the fiscal year and the results of its operations for the fiscal year then ended, (ii) Borrower is in compliance with all the terms and provisions set forth in the Loan Documents and (iii) no Event of Default, or event that with notice or lapse of time or both would constitute an Event of Default, has occurred or, if any Event of Default or other event has occurred, specifying such Event of Default or other event;

(c) a completed Covenant Compliance Worksheet, in the form attached hereto as Exhibit C, showing calculations that confirm Borrower's compliance with the covenants in this Agreement for the annual period then ended; and

(d) a completed Social Impact Report in the form attached hereto as Exhibit E, signed by the Executive Director of Borrower, which describes the use of the Loan proceeds during that fiscal year and cumulatively and evaluates the progress of Borrower toward achieving the purposes described in Article 2 and the contribution of the Loan thereto, with a special focus on program status and major program achievements, difficulties and challenges, and including description of any management changes or changes in key personnel.

5.3.4 Promptly after their preparation and finalization, Borrower's most current annual operating budget and any strategic plan adopted; and

5.3.5 Any other information respecting the operations, activities and financial condition of Borrower as Lender may, from time to time, reasonably request and any additional information that Lender may reasonably request with respect to the Loan.

Section 5.4 Key Person. At all times during the term of the Loan, Preston Prince shall serve as Borrower's Executive Director.

Section 5.5 Existence and Properties. Borrower shall preserve and maintain its corporate existence and good standing under the laws of California and qualify and remain qualified as a foreign corporation in each jurisdiction in which qualification is necessary. Borrower shall (a) comply or cause compliance with all laws, judgments, writs, injunctions, decrees, orders, rules and regulations of every Governmental Entity applicable to it and the use, occupancy and ownership of its properties including, without limitation, all building, fire, health and safety codes; and (b) obtain and maintain in full force and effect all consents, licenses, approvals, authorizations, exemptions, franchises, permits and orders of all Governmental Entities necessary for the performance of any act, the carrying on of any activity or the entering into of any transaction applicable to Borrower or necessary in connection with the use, occupancy and ownership of its properties.

Section 5.6 Payment of Indebtedness and Taxes. Borrower shall (a) pay all of its Indebtedness and obligations promptly and in accordance with the terms thereof; (b) promptly file all federal, state and local tax or information returns that are required to be filed by it; and (c) pay and discharge promptly any taxes, assessments, fees and other governmental charges or levies imposed upon it or its assets or income, or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, might become a Lien upon any property of Borrower, or any part thereof; provided, however, that Borrower shall not be required to pay and discharge any Indebtedness, obligation, tax, assessment, fee, charge, levy or claim as long as (i) the validity or amount thereof shall be

contested or litigated in good faith by appropriate proceedings, and (ii) Borrower shall have set aside on its books adequate reserves.

Section 5.7 Financial Covenants. Borrower shall comply with the financial covenants and ratios set forth in this section. Terms used but not specifically defined in this section shall have the meanings ascribed to them under United States Generally Accepted Accounting Principles (“GAAP”) consistently applied.

5.7.1 Unrestricted Net Asset Ratio. The ratio of Borrower’s net assets without donor restrictions to total assets, as measured as of the last day of each fiscal quarter, shall be greater than or equal to 20%.

5.7.2 Liquidity. As of the end of each fiscal year, the two-year average of Borrower’s unrestricted cash on hand shall be at least \$3,500,000.

5.7.3 Profitability. As of the end of each fiscal year, the average change in net assets without donor restrictions, measured over a two-year period, shall be greater than zero.

5.7.4 Leverage. At all times, the ratio of Borrower’s aggregate senior debt to Borrower’s total net assets shall not be more than 4.00:1.00.

Section 5.8 Compliance with Anti-Terrorism Requirements. Borrower shall use the proceeds of the Loan in compliance with all applicable U.S. anti-terrorist financing and asset control laws, regulations, rules and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Borrower shall take all reasonable steps to ensure that no person or entity expected to receive any funds in connection with the

accomplishment of the charitable purposes for which the Loan is being made, or otherwise in connection with the Loan, is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including, but not limited to, (a) the Annex to Executive Order No. 13224 and (b) the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

Section 5.9 Notice to Lender. As soon as possible and in any event within ten (10) business days after Borrower learns of the following or causes any of the following to occur, Borrower shall promptly notify Lender in reasonable detail of any of the following events:

5.9.1 Any material change in the positions or responsibilities held by Preston Prince.

5.9.2 Any material action, suit or proceeding instituted or threatened against Borrower in or before any Governmental Entity or in any way relating to the properties of Borrower or any adverse regulatory action taken or proposed to be taken by any Governmental Entity against Borrower.

5.9.3 Any material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Borrower.

5.9.4 Any material change in the circumstances of Borrower that would cause the Loan to no longer serve the purposes set forth in Section 2.1 of this Agreement.

5.9.5 Any Event of Default or event that with notice or lapse of time or both would constitute an Event of Default.

Section 5.10 Books and Records. Borrower shall maintain books and records adequate to provide the information specified in Section 5.3, retain the books and records and copies of the reports and statements referred to in Section 5.3 for a period of at least four (4) years after repayment of the Loan and make such books and records available for inspection and copying by Lender and its agents and representatives at reasonable times.

ARTICLE 6 NEGATIVE COVENANTS

Borrower covenants and agrees that, until payment in full of the principal of and interest on the Loan, and all other amounts payable under the Loan Documents, unless Lender shall otherwise consent in writing, Borrower shall act as follows:

Section 6.1 Charter Amendments. Borrower shall not amend or cause to be amended its Articles of Incorporation or Bylaws in any manner that would cause it to be in violation of any provision of the Loan Documents, that would jeopardize its ability to perform its obligations under the Loan Documents or that would cause it to no longer be controlled by the Housing Authority.

Section 6.2 Tax Matters. Borrower shall not expend any proceeds of the Loan or any income from the investment thereof (a) for any activity described in Section 170(c)(2)(D) of the Code; (b) to (i) carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code), (ii) participate in or intervene in (including the publishing or distributing of any statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (iii) attempt to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the

meaning of Section 4945(d)(2) of the Code); (c) to promote or engage in violence, terrorism, bigotry or the destruction of any State, or to provide funds to any entity or individual that promotes or engages in such activities; or (d) to further any purpose other than a purpose described in Section 170(c)(2)(B) of the Code.

Section 6.3 No Material Change. Borrower shall not make any material changes in the nature of its activities as presently conducted that might reasonably be expected to have a Material Adverse Effect on Borrower.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. Borrower shall be deemed to be in default under this Agreement upon the occurrence of any of the following events (each, an “Event of Default”):

7.1.1 Borrower fails to pay principal of or interest on the Note when due and payable whether at the Maturity Date, at a required payment or prepayment date or by declaration or acceleration.

7.1.2 Borrower fails to observe or perform any covenant contained in Article 2, uses any portion of the proceeds of the Loan for a purpose or in a manner other than as specifically authorized by Article 2 or fails to observe any covenant contained in Section 6.2.

7.1.3 Any representation or warranty made in the Loan Documents or in any report, certificate, financial statement or instrument now or hereafter furnished in connection with the Loan Documents shall prove to have been false, incomplete or misleading in any material respect when made.

7.1.4 Borrower fails to observe or perform any other covenant contained in the Loan Documents, or any agreement on the part of Borrower to be observed or performed pursuant to the Loan Documents, other than those specifically referred to in this Section 7.1, and the failure shall continue unremedied for sixty (60) days.

7.1.5 The occurrence of any of the events described in Sections 5.9.1 through 5.9.4 that results in a Material Adverse Effect on Borrower.

7.1.6 Borrower shall (i) have an order of relief entered against it under Title 11 of the U.S. Code, (ii) admit in writing its inability to pay its debts as they mature, or (iii) make an assignment for the benefit of creditors, (iv) apply for or consent to the appointment of a receiver, trustee or similar officer for it or for all or a substantial part of its property; (v) suffer the appointment of a receiver, trustee or similar officer without the application or consent of Borrower and the appointment shall continue undischarged for a period of sixty (60) days; (vi) commence (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be commenced (by petition, application or otherwise) against Borrower and shall remain undismissed or unstayed for a period of sixty (60) days; or (vii) by any act indicates its consent to, approval of, or acquiescence in such proceeding or the appointment of any receiver of or any trustee for Borrower or a substantial part of its properties.

7.1.7 Borrower shall fail to pay when due, after the expiration of any applicable grace periods, any amounts owing in respect of any Indebtedness of Borrower, or any event or condition referred to in any indenture, instrument or agreement evidencing, securing or relating

to any Indebtedness shall have occurred, if the effect of such failure or occurrence is to accelerate the maturity of such Indebtedness.

7.1.8 One or more judgments for the payment of money in excess of an aggregate of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be rendered against Borrower and each judgment shall not have been discharged or bonded on appeal and the execution thereof effectively stayed within sixty (60) days of the date of entry of such judgment.

7.1.9 One or more attachments of property of Borrower shall be made in amounts exceeding in the aggregate Two Hundred Fifty Thousand Dollars (\$250,000.00), and each attachment shall not have been discharged or bonded within sixty (60) days of the date of such attachment.

Section 7.2 Remedies. If an Event of Default exists:

7.2.1 At the option of Lender, Lender may, by written notice to Borrower, declare the Note, and any and all other Indebtedness of Borrower to Lender, to be immediately due and payable, whether or not the Note or the other Indebtedness shall otherwise be due and payable and whether or not Lender shall have initiated any other action for the collection of the Note or the other Indebtedness and whereupon the Note and the other Indebtedness shall become due and payable, as to the principal, interest and any other amounts payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower.

7.2.2 Lender shall have no obligation to make a disbursement under the Loan.

7.2.3 Lender may pursue any and all remedies available at law or in equity for the collection of the Note and any other Indebtedness and for the enforcement of the provisions of the Loan Documents.

7.2.4 No course of dealing on the part of Lender or any delay or failure on the part of Lender to exercise any right shall operate as a waiver of the right or otherwise prejudice Lender's rights, powers and remedies. Upon the occurrence of any Event of Default, Borrower shall pay to Lender, to the extent permitted by law, an amount sufficient to cover reasonable costs and expenses of collection, including, without limitation, reasonable attorneys' fees incurred by Lender in collecting any sums due on the Note or any other Indebtedness or otherwise in enforcing any of its rights under the Loan Documents.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Entire Agreement. This Agreement (including the Recitals hereto), the Schedules and Exhibits attached hereto, and the Note constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersede all prior agreements or understandings, written or oral, in respect thereof. The Schedules and Exhibits attached hereto are incorporated in and made a part of this Agreement. All references to Sections and Articles shall be deemed to refer to Sections and Articles of this Agreement unless otherwise specifically stated herein.

Section 8.2 Notices. Any notice or communication given pursuant hereto by either party shall be in writing and delivered by hand, mailed by certified or registered mail, return receipt requested, or delivered by overnight courier addressed as follows:

If to Borrower at:

Fresno Housing
1331 Fulton St,
Fresno, CA 93721
Attn: Emily De La Guerra
Email: edelaguerra@fresnohousing.org
Tel: 559-457-4266

If to Lender at:

The California Endowment
1000 North Alameda Street
Los Angeles, California 90012
impactinvesting@calendow.org
Attn: Christine Ryan, PRI Manager
Amy Chung, , Impact Investing Director
Tel: 213.928.8627

or to any other address or addresses as the addressee may have specified in a notice duly given to the sender. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or by overnight courier, or (b) three (3) business days after the date of mailing, if duly transmitted by mail.

Section 8.3 Payment Instructions. All payments by Borrower required hereunder shall be sent to Lender in accordance with the following Bank Information:

Beneficiary Information:

Beneficiary Name:	The California Endowment
Address:	1000 N. Alameda Street Los Angeles, CA 90012

Beneficiary Bank Information:

Bank Name:	Union Bank
Bank Address:	1980 Saturn Street Monterey Park, CA 91755
Bank Routing Number:	122000496
Bank Account Number:	2100709891

Section 8.4 Waivers. No delay or failure on the part of Lender in exercising any right, power or privilege, and no partial or single exercise by Lender of any right, power or privilege, shall constitute a waiver of that right, power or privilege or of any other right, power or privilege. No waiver by Lender of any term of the Loan Documents shall be effective unless in writing and signed by Lender.

Section 8.5 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The rights of Lender under this Agreement may be assigned or otherwise transferred by Lender at any time in accordance with applicable law subject to the prior written consent of Borrower which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of Borrower under this Agreement may not be assigned or transferred without the prior written consent of Lender.

Section 8.6 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

Section 8.7 Indemnification. Borrower shall and hereby does agree to indemnify, defend and hold harmless Lender and its trustees, directors, officers, agents, employees, counsel and other professionals, contractors, subcontractors, licensees, invitees, successors and assigns (collectively, the “Indemnitees”) from and against any and all losses, claims, damages, liabilities, penalties, demands, actions, deficiencies, judgments, costs and expenses (collectively, “Losses”) incurred by an Indemnatee arising out of or in any way related to (a) this Agreement, the Note or the transactions contemplated hereby or thereby, (b) any actual or proposed use by Borrower of

the proceeds of the Loan or (c) Lender's entering into the Loan Documents, including, without limitation, reasonable amounts paid in settlement, court costs and the fees and disbursements of counsel or other professionals incurred in connection with any litigation, investigation, claim or proceeding, except to the extent that any of such Losses are finally judicially determined to have resulted from the gross negligence or willful misconduct of the Indemnitee. If and to the extent that the obligations of Borrower under this Section are unenforceable for any reason, Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of the obligations that is permissible under applicable law. Borrower's obligations under this Section shall survive any termination of this Agreement and the payment in full of the Loan, and are in addition to, and not in substitution of, any other of its obligations set forth in this Agreement.

Section 8.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Section 8.9 Governing Law. This Agreement (including this choice-of-law provision) and the rights and obligations of the parties hereunder shall be governed by and construed, and all controversies and disputes arising under, in connection with or relating to this Agreement shall be resolved, in accordance with the laws of the State of California and the United States of America applicable to contracts made and to be wholly performed within such State.

Section 8.10 Severability. If any provision of this Agreement shall for any reason be held to be illegal, invalid or unenforceable, the illegal, invalid or unenforceable provision shall

not affect any other provision of this Agreement, but this Agreement shall be construed as if the illegal, invalid or unenforceable provision had never been contained herein.

Section 8.11 Modification; Amendment. The written consent of Lender shall be required for all amendments and modifications to the Loan Documents.

Section 8.12 Other Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LENDER:

THE CALIFORNIA ENDOWMENT
a California non-profit public benefit corporation

By: _____
Name: Dan DeLeon
Title: Vice President and Chief Financial Officer

BORROWER:

HOUSING RELINQUISHED FUND CORPORATION
a California non-profit public benefit corporation

By: _____
Name:
Title:

LIST OF SCHEDULES AND EXHIBITS

Schedule 1	Disclosure Schedule
Exhibit A	Promissory Note
Exhibit B	Secretary's Certificate of Borrower
Exhibit C	Form of Covenant Compliance Worksheet
Exhibit D	Form of Loan Portfolio Quality Report
Exhibit E	Form of Social Impact Report
Exhibit F	Reporting Checklist
Exhibit G	Form of Quarterly/Annual Certification
Exhibit I	Form of Disbursement Certificate

SCHEDULE 1

DISCLOSURE SCHEDULE

[Borrower to confirm nothing to disclose]

DRAFT

PROMISSORY NOTE

(See Attached)

PROMISSORY NOTE

\$3,000,000.00

January __, 2021

FOR VALUE RECEIVED, HOUSING RELINQUISHED FUND CORPORATION, a California non-profit public benefit corporation (“Borrower”), promises to pay to the order of **THE CALIFORNIA ENDOWMENT**, a California non-profit public benefit corporation (“Lender”), at 1000 North Alameda Street, Los Angeles, California, 90012, or at any other place designated in writing from time to time by the holder of this Note, the principal sum of Three Million Dollars (\$3,000,000.00), or so much thereof that is advanced from time to time, with interest accruing at the annual rate of two percent (2%) on the unpaid principal balance from the date of disbursement until fully paid.

This Note evidences a loan made to Borrower by Lender pursuant to a certain Loan Agreement, dated as of January __, 2021, (the “Agreement”), between Lender and Borrower and the holder hereof is entitled to the benefits of the Agreement and may enforce the provisions thereof and exercise the remedies provided thereby or otherwise available in respect thereof. Capitalized terms used in this Note and not defined herein shall have the same meaning assigned to them as in the Agreement.

Principal and interest under this Note shall be paid as and when provided in the Agreement, and the terms therefor provided therein are incorporated herein. In all other respects this Note is subject to the terms and conditions provided in the Agreement.

Payments of interest and principal shall be made in lawful money of the United States of America.

Borrower hereby waives presentment, demand for payment, notice of dishonor, protest and notice of protest of this Note.

Borrower agrees to perform and comply with each of the covenants, conditions, provisions and agreements of Borrower contained in the Agreement. No waiver of any provision of this Note or the Agreement, made by agreement of the holder hereof or any other person or party, shall constitute a waiver of any other term hereof, or otherwise release or discharge the liability of Borrower under this Note.

This Note is governed by and is to be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Borrower has signed and delivered this Note.

**HOUSING RELINQUISHED FUND
CORPORATION**

By: _____

Name:

Title:

DRAFT

SECRETARY'S CERTIFICATE OF BORROWER

I, _____, do hereby certify that I am the duly elected, qualified and acting Secretary (or Assistant Secretary) of HOUSING RELINQUISHED FUND CORPORATION ("Borrower"), and that as the Secretary (or Assistant Secretary) of Borrower I am authorized to execute this certificate on behalf of Borrower. I further certify as follows:

1. This certificate is delivered pursuant to Section 4.1 of the Loan Agreement (the "Agreement"), dated as of January __, 2021, by and between THE CALIFORNIA ENDOWMENT and Borrower. All capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

2. Attached hereto as Attachment A is a true, complete and correct copy of the Articles of Incorporation of Borrower certified by the Secretary of State of the State of California. The Articles of Incorporation was accepted for filing by the Secretary of State of the State of California on [_____] and has not been amended, modified, revoked or rescinded, and remains in full force and effect on the date hereof.

3. Attached hereto as Attachment B is a true, complete and correct copy of the Bylaws of Borrower as in effect since _____, and the Bylaws have not been amended, modified, revoked or rescinded and have been in full force and effect in the attached form at all times from and after that date, to and including the date hereof.

4. Attached hereto as Attachment C is a true, complete and correct copy of resolutions duly adopted by the Board of Directors of Borrower on _____, approving the Agreement and the transactions contemplated thereby, which resolutions are the only resolutions relating to the subject matter thereof adopted by the Board of Directors, have not been amended, modified, revoked or rescinded since the date of their adoption, remain in full force and effect on the date hereof and are not inconsistent or in conflict with any other currently effective resolutions of the Board of Directors.

5. Borrower is in good standing under the laws of the State of California. Attached hereto as Attachment D is a Certificate of the Secretary of State of the State of California, dated within thirty (30) days of the date hereof, certifying as to the valid existence and good standing of Borrower in the State of California.

IN WITNESS WHEREOF, I have executed this certificate as of _____, 2018.

HOUSING RELINQUISHED FUND
CORPORATION

By: _____

Name:

Title:

I, _____, do hereby certify that I am the duly elected, qualified and acting Executive Director of Borrower and do hereby further certify that _____ is the duly elected, qualified and acting Secretary of Borrower and that the signature set forth above is known to me to be his or her genuine signature.

Name: Preston Prince

Title: Executive Director

COVENANT COMPLIANCE WORKSHEET

(See Attached)

DRAFT

Financial Ratios

5.7.1 Net Assets Without Donor Restrictions Ratio. The ratio of Borrower's net assets without donor restrictions to total assets, as measured as of the last day of each fiscal quarter, shall be

	Net Assets Without Donor Restrictions
/	Total Assets
=	No less than 20%

5.7.2 Liquidity. As of the end of each fiscal year, the two-year average of Borrower's unrestricted cash on hand shall be at least \$3,500,000.

	Unrestricted Cash on Hand (fiscal year end)
+	Unrestricted Cash on Hand (fiscal year end - 1)
=	[a]
/	2
=	No less than \$3,500,000

5.7.3 Profitability. As of the end of each fiscal year, the average change in net assets without donor restrictions, measured over a two-year period, shall be greater than zero.

	Adjusted Change in Net Assets Without Donor Restrictions (fiscal year end)
+	Adjusted Change in Net Assets Without Donor Restrictions (fiscal year end - 1)
=	[a]
/	2
=	No less than \$0

5.7.4. Leverage. At all times, the ratio of Borrower's aggregate senior debt to Borrower's total net assets shall not be more than 4.00:1.00.

	Aggregate Debt
/	Total Net Assets
=	No more than 4.00:1.00

FORM OF LOAN PORTFOLIO QUALITY REPORT

(See Attached)

DRAFT

Exhibit E
Form of Social Impact Report

- 1) Describe Fresno Housing's (FH) key achievements and challenges over the reporting period. How has FH worked to further its mission? How has TCE's PRI helped FH further its mission?
- 2) What have been the key lessons learned during the period? How, if at all, has FH incorporated this feedback to inform current and future efforts? What could TCE do to help address challenges and opportunities?
- 3) Did FH partner with TCE and/or TCE grantee partners during the reporting period on housing related activities? Did FH partner with TCE in other ways outside of housing (e.g., fresh food access)?
- 4) Please include a success story with a high resolution photo that TCE can share with the field.
- 5) What efforts have been made to advance racial equity, diversity and inclusion this past year? Please include any relevant materials that you would like to share with us.
- 6) Please share any additional health related outcomes that have resulted from FH's activities during the reporting period.
- 7) Have there been any personnel changes that we should be aware of?
- 8) Please share demographics data collected on participants in FH's housing program, including gender, age, household size, seniors, veterans, farmworkers, children, household income, etc.
- 9) What feedback would you give to TCE? How can TCE further support your work?

**Loan Agreement between The California Endowment and
Northern California Community Loan Fund**

Reporting Checklist

For the quarter ended _____ / _____ / _____.

Quarterly Reports: Due within 45 days after the end of each Quarterly Period (March 31st, June 30th, September 30th, December 31st):

- _____ Unaudited financial statement as of the end of the Quarterly Period and related balance sheet and income statement.
- _____ Certificate of Borrower, signed by Borrower's Chief Financial Officer, stating that (a) the financial statements and related statements of Borrower materially present the financial position of Borrower and (b) Borrower is in compliance with all terms of the Loan Documents and commenting on any Events of Default.
- _____ Covenant Compliance Worksheet setting forth Borrower's performance with respect to the covenants in the Agreement.
- _____ Loan Qualify Portfolio Report
- _____ Narrative Report of loans funded and in pipeline.

Annual Reports: Due within 120 days after the end of each fiscal year:

Due within 120 days after the end of each fiscal year:

- _____ Social Impact Report, signed by a duly authorized officer of Borrower, containing information that describes the use of the Loan proceeds during the preceding year and evaluates the progress of Borrower toward achieving the purposes described in Article 2 and the contribution of the Loan thereto.
- _____ Audited financial statements of Borrower, including the related balance sheet, income statement and statement of cash flows for the fiscal year with comparative figures for the prior fiscal year.
- _____ Certificate of Borrower, signed by an authorized officer of Borrower, stating that (a) the financial statements and related statements of Borrower accurately reflect the financial position of Borrower and (b) Borrower is in compliance with all terms of the Loan Documents and commenting on any Events of Default.

_____ Covenant Compliance Worksheet setting forth Borrower's performance with respect to the covenants in the Agreement.

Promptly after their preparation and finalization:

_____ Borrower's current annual operating budget.

_____ Any newly adopted strategic plan.

Notices to the Foundation: Borrower shall promptly notify the Foundation in reasonable detail of any of the following events (please check box & provide response if an event has occurred):

_____ Any material change in the positions or responsibilities held by key personnel of Borrower

_____ Any action, suit or proceeding instituted or threatened against Borrower in or before any Governmental Entity or in any way relating to the properties of Borrower or any adverse regulatory action taken or proposed to be taken by any Governmental Entity against Borrower.

_____ Any material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of Borrower.

_____ Any material change in the circumstances of Borrower that would cause the Loan to no longer serve the purposes set forth in Section 2.1 of the Agreement.

_____ Any Event of Default or event that with notice or lapse of time or both would constitute an Event of Default.

EXHIBIT G

Loan Agreement between The California Endowment and Housing Relinquished Fund Corporation

Form of QUARTERLY/ANNUAL CERTIFICATION

For the quarter/fiscal year ended ____ / ____ / ____.

The attached un/audited financial statements and related statements accurately present the financial position and the results of operations of Housing Relinquished Fund Corporation, for the period ended _____. The financial statements and any supporting schedules were prepared in accordance with generally accepted accounting principles consistently applied, subject to normal year-end adjustments and to the addition of footnote disclosure.

Housing Relinquished Fund Corporation is in compliance with all terms and provisions set forth in the Loan Documents and no Event of Default, or any event that with notice or lapse of time or both would constitute an event of default, has occurred.

By: _____
Name:
Title:

Date: _____

EXHIBIT I
Form of DISBURSEMENT CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting Executive Director of Housing Relinquished Fund Corporation (“Borrower”), and that as the Executive Director I am authorized to execute this certificate on behalf of Borrower. I further certify as follows:

1. This certificate is delivered pursuant to Section 4.2 of the Loan Agreement (the “Agreement”), dated as of January __, 2021, between THE CALIFORNIA ENDOWMENT and Borrower. All capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

2. Borrower is requesting a disbursement in the amount of \$_____ to be disbursed on _____.

3. The representations and warranties set forth in Article 3 of the Agreement are true and correct on and as of the date hereof with the same force and effect as though made on the date hereof.

6. As of the date hereof, (a) Borrower is in compliance with all of the terms, covenants and conditions of the Loan Documents to be complied with, and (b) no Event of Default, or any event that with notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing.

IN WITNESS WHEREOF, I have executed this certificate as of _____.

HOUSING RELINQUISHED FUND
CORPORATION

By: _____

Name:

Title: Executive Director

BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: January 21, 2021
BOARD MEETING: January 26, 2021
AGENDA ITEM: 6a
AUTHOR: Emily De La Guerra

SUBJECT: 2021 Operating Budgets for Mixed Finance Properties

Executive Summary

The purpose of this memo is to present the 2021 Budgets for the Mixed Finance properties to the Boards of Commissioners.

Over the years, Fresno Housing has sponsored thirty-one affordable housing projects that will be operational in 2021. As part of this “sponsorship” process, the Boards are first asked to approve the formation and creation of a limited partnership that will “own” the affordable housing development, and Silvercrest, Inc. (a subsidiary of the Housing Authorities) is generally named as the Managing General Partner (MGP) of the partnership. One of the responsibilities of the MGP is to review and approve the annual operating budgets and financial performance for the partnerships. As such, the Silvercrest Inc. Board of Directors will be asked to adopt the 2021 Budgets for the thirty-one limited partnership properties, which are collectively referred to as the “Mixed Finance” properties. And because Fresno Housing originally sponsored these projects and has a vested interest in the success of the properties, staff will also be presenting the 2021 annual operating budgets to the Housing Authority Boards of Commissioners

Fiscal Impact

Each of the thirty-one mixed finance properties operate as a single, independent financial entity. Together, the fiscal impact of the Mixed Finance budgets would be as follows:

- Total net operating income for the 31 properties in operations for the duration of 2021 will be \$5.29 million.
- Total cash flow for 2021 will be \$1.99 million. This projected amount will become available for cash flow distributions in early 2022.

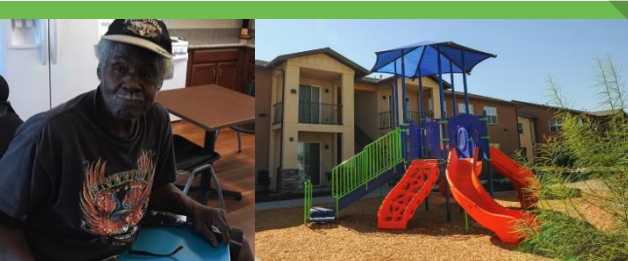
Recommendation

This item is informational only for the FH Boards of Commissioners. The Board of Directors for Silvercrest, Inc. will be asked to approve the 2021 Operating Budgets for the Mixed Finance properties.



Mixed Finance Properties 2021 Budgets

*Boards of Commissioners Meeting
January 26, 2021*



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS



'Mixed Finance' Properties

What are they?

- Properties owned by a limited partnership
- Originally sponsored and developed by the Housing Authority
- Mixed finance means that several funding sources were used to develop the properties (examples: Tax Credits, HRFC, private mortgage, HOME funds, etc...).

Why is FH involved?

- Silvercrest, Inc. (an instrumentality of FH) is the Managing General Partner of the limited partnerships and is responsible for on-going operations of the partnership.
- The Agency and its subsidiaries (Silvercrest, HRFC) have a vested interest in the properties.
- Properties fulfill Agency's mission to create affordable housing.

2021 Budget Goals

- The major goals of the 2021 budgets are to:
 - Achieve positive net operating income on all properties
 - Leverage the well-performing assets in order to provide maximum benefits to lenders, partners and stakeholders
 - Meet stabilization requirements for newer properties
 - Maintain and modernize properties, as needed
 - Provide ample resident services



2021 Budget

- The 2021 budgets include 31 properties with nearly 2,000 units
- This report does not include budgets for properties currently under construction. Staff will develop partial year budgets for those properties as construction completion dates are finalized.
- Properties currently under construction and projected to be placed-in-service in 2021 include:
 - Linnaea Villas
 - Solivita Commons
 - The Villages @ Paragon
 - The Villages @ Broadway

	2020 Budget	2021 Budget
# of Units	1997	1997
NET TENANT INCOME	17,580,765	18,487,966
TOTAL OTHER INCOME	398,136	432,054
TOTAL INCOME	17,978,913	18,920,020
TOTAL PAYROLL EXPENSES	3,556,393	3,682,502
TOTAL ADMINISTRATIVE EXPENSES	2,608,895	2,712,722
TOTAL TENANT SERVICES EXPENSES	1,008,912	1,050,100
TOTAL UTILITY EXPENSES	2,280,589	2,363,997
TOTAL MAINTENANCE EXPENSES	3,007,279	2,956,214
TOTAL TAXES & INSURANCE EXPENSES	827,995	862,961
TOTAL OPERATING EXPENSES	13,290,063	13,628,496
NET OPERATING INCOME	4,688,850	5,291,524
TOTAL NON-OPERATING EXPENSES	3,036,781	3,306,136
CASH FLOW	1,652,069	1,985,388
NOI PER UNIT	2,348	2,650

Budgeting for Property Success

	2017	2018	2019	2020	2021
High Performers	8	21	28	25	25
Standard Performers	10	3	1	6	6
Low Performers	5	1	-	-	-
Total	23	25	29	31	31

- Each property is managed as a separate and independent financial entity.
- Each property should break even each year (Net Operating Income should be >0)
- Performance tiers above are based on NOI



2021 Budgets – High Performers

Property Name	Parc Grove Northwest	Granada Commons	Parc Grove Commons II	Renaissance at Trinity	Renaissance at Santa Clara	Bridges at Florence	City View @ Van Ness	Mendota RAD
# Of Units	148	16	215	20	70	34	45	124
TOTAL INCOME	1,637,700	147,940	2,274,000	247,176	702,183	271,690	392,700	1,165,740
TOTAL OPERATING EXPENSES	871,918	129,948	1,327,863	214,392	621,771	193,748	255,430	821,064
NET OPERATING INCOME	765,782	17,992	946,137	32,784	80,412	77,942	137,270	344,676
TOTAL NON-OPERATING EXPENSES	696,257	10,212	581,003	14,172	46,200	49,740	114,976	237,564
CASH FLOW	69,525	7,780	365,134	18,612	34,212	28,202	22,294	107,112

NOI Per Unit 5,174 1,125 4,401 1,639 1,149 2,292 3,050 2,780

Property Name	Orange Cove RAD	Fresno RAD	Viking Village RAD	Marion Villas	Legacy Commons I	541 @ South Tower & Cedar Heights	Rio Villas	Villa Del Mar
# Of Units	90	193	40	46	64	45	30	48
TOTAL INCOME	818,700	1,673,796	347,412	366,061	590,052	351,200	271,620	539,950
TOTAL OPERATING EXPENSES	693,472	1,366,378	281,976	253,342	420,202	248,630	189,232	364,275
NET OPERATING INCOME	125,228	307,418	65,436	112,719	169,850	102,570	82,388	175,675
TOTAL NON-OPERATING EXPENSES	33,216	66,852	24,612	20,098	135,098	21,200	30,960	113,965
CASH FLOW	92,012	240,566	40,824	92,621	34,752	81,370	51,428	61,710

NOI Per Unit 1,391 1,593 1,636 2,450 2,654 2,279 2,746 3,660

139

2021 Budgets – High Performers

Property Name	Elderberry	Kings River Commons	Cueva de Oso	Fenix @ Calaveras & Fenix @ Glenn	Legacy Commons II	Magnolia Commons	Oak Grove Commons	Mariposa Commons	Orchard Apartments
# Of Units	75	60	47	30	64	60	56	40	40
TOTAL INCOME	604,920	485,880	399,480	247,800	566,640	521,004	512,316	486,120	532,680
TOTAL OPERATING EXPENSES	304,688	330,859	338,386	180,253	366,137	375,472	371,422	255,060	274,284
NET OPERATING INCOME	300,232	155,021	61,094	67,547	200,503	145,532	140,894	231,060	258,396
TOTAL NON-OPERATING EXPENSES	118,837	91,046	14,400	40,800	186,828	34,704	93,684	167,376	229,740
CASH FLOW	181,395	63,975	46,694	26,747	13,675	110,828	47,210	63,684	28,656
NOI Per Unit	4,003	2,584	1,300	2,252	3,133	2,426	2,516	5,777	6,460

- Total of 25 properties with net operating income of \$5.1 million and projected cash flow of \$1.93 million.

2021 Budgets – Standard Performers

Property Name	Yosemite Village	Renaissance at Alta Monte	Pacific Gardens	Paseo 55	Renaissance at Parc Grove	Blossom Trail
# Of Units	69	30	56	55	39	48
TOTAL INCOME	662,304	319,864	418,896	442,908	551,640	369,648
TOTAL OPERATING EXPENSES	639,657	297,779	378,166	395,008	513,160	354,524
NET OPERATING INCOME	22,647	22,085	40,730	47,900	38,480	15,124
TOTAL NON-OPERATING EXPENSES	20,700	21,300	22,280	16,500	37,416	14,400
CASH FLOW	1,947	785	18,450	31,400	1,064	724
<i>NOI Per Unit</i>	328	736	727	871	987	315

- 6 properties with net operating income of \$187 thousand and projected cash flow of positive \$54 thousand

Waterfall Projections

	2015	2016	2017	2018	2019	2020 Projected	2021 Budget
Total Cash Flow	508,852	2,238,331	1,980,000	1,359,226	1,722,035	1,235,689	1,175,000

- Projected cash flow to be disbursed to Agency entities through the “waterfall”.

This item is informational for Fresno Housing Authority
Boards of Commissioners.

As the Managing General Partner, Silvercrest, Inc., will be
asked to approve the 2021 Mixed Finance Budgets.

Questions or Comments?

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION ADOPTING INTERNAL REVENUE CODE
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2021

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

WHEREAS, the annual update to the Utility Allowance (UA) schedules for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH); and/or Project Based Voucher (PBV) have been prepared and being adopted for implementation; and,

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

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated November 2020;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby adopt the proposed utility allowance schedules for affordable multi-family and mixed-finance properties in the City and County of Fresno for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION ADOPTING INTERNAL REVENUE CODE

SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2021

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

WHEREAS, the annual update to the Utility Allowance (UA) schedules for LIHTC developments and site specific mixed-finance LIHTC properties that include Low Income Public Housing (LIPH); and/or Project Based Voucher (PBV) have been prepared and being adopted for implementation; and,

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

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated November 2020;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the County of Fresno, hereby adopt the proposed utility allowance schedules for affordable multi-family and mixed-finance properties in the City and County of Fresno for units developed under Internal Revenue Code Section 42 (LIHTC), as prepared by the Nelrod Company.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners
Fresno Housing

FROM: Preston Prince
CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 6b

AUTHOR: Michael Duarte

SUBJECT: Real Estate Development Update

Executive Summary

Staff will present an overview of development activities.

Recommendation

None at this time. Informational only.

BOARD MEMO

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

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

www.fresnohousing.org

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

DATE: January 21, 2021
BOARD MEETING: January 26, 2021
AGENDA ITEM: 7a
AUTHOR: Tiffany B. Mangum

SUBJECT: Consideration of the Fresno Housing Draft Diversity, Equity and Inclusion (DEI) Strategic Plan

Executive Summary

The purpose of this memorandum is to request the Boards' adoption of the Fresno Housing Diversity, Equity, and Inclusion (DEI) Strategic Plan. Staff has initiated and executed an extensive process of engaging stakeholders, which include the Boards, Agency Staff, Residents, Community Partners, and the public.

As outlined in our April 2020 Board Update and in our August 2020 Board Mini-Retreat presentation, we have taken a phased approach to the DEI initiative, as follows:

1. Planning/Kick Off
2. Assessment Design
3. Data Collection and Analysis
4. Data Synthesis
5. Findings/Recommendations & Draft DEI Strategic Plan
6. Finalize the DEI Strategic Plan (current)
7. DEI Coaching and Training

Staff has taken intentional steps towards making sure we collect and are thoughtfully inclusive of the feedback and strategies important for the success of our comprehensive work around Diversity, Equity and Inclusion. The Agency is actively involved in the Also, at the request of the Boards, Staff is preparing a workshop to discuss the future implementation of the DEI Strategic Plan.

Recommendation

It is recommended the Boards of Commissioners adopt said Fresno Housing Diversity, Equity, and Inclusion Plan.

Fiscal Impact

None at this time.

Background Information

In late 2019, Fresno Housing Staff embarked upon a DEI Assessment process, which would subsequently inform the Draft DEI Strategic Plan, led by the Ivy Planning Group. The Ivy Planning Group is a 30-year old woman-owned, minority-owned management consulting firm specializing in DEI. Ivy has facilitated our assessment and strategic plan process and has the goal of translating our efforts in to clear, measurable outcomes.

The objectives of the DEI Initiative included the following:

1. Embrace and Embed DEI in the FH Workforce and Workplace
2. Support FH residents and business partners through a DEI lens
3. Influence the well-being (equity/inclusion) within our community beyond FH

Our DEI Assessment process consisted of meeting with a broad spectrum of focus groups, also known as affinity groups, including Senior-level Managers, Baby Boomers, Millennials, Generation X, Black/African-American, LatinX, Asian/Native American/Pacific Islanders, White/Caucasian, LGBTQ, and Staff with Lived Experience in Public Housing. Additionally, there were several focus groups specific to learning more about the resident experience, which included residents at various properties, within the City of Fresno and in the County's more rural areas, residents at senior housing properties, Youth, and housing choice voucher recipients. Focus groups were also facilitated to ensure those who were non-English speaking were able to participate.

Through this approximately year-long process, Ivy Planning Group has worked alongside the Executive Management Team to create a draft strategy for how to ensure Fresno Housing is a lead agency for how diversity, equity and inclusion will transform our community.

FH will be a role model in demonstrating how diversity, equity, and inclusion can transform a community.



WORKFORCE

Increase the power and influence of diversity through an increase in representation of race/ethnic diversity and other dimensions of diversity across organizational lines, specifically at the leadership level.



WORKPLACE

Elevate the importance of FH's culture of inclusion and hold everyone accountable for adhering to FH's behavioral standards.



MARKETPLACE

Use an appreciation of DEI to increase FH's impact on creating and supporting vibrant communities throughout Fresno County.

Data-driven decisions

Awareness-Building, including Education and Training

Accountability for DEI Progress and Outcomes

Guiding Principles

- Overall
 - We know differences make for a better organization. We're committed to continuously learning about differences to ensure staff is culturally competent so that every experience with and within FH is one that is intentionally empowering, inclusive, and respectful of all differences.
 - FH will analyze our decisions through a DEI lens to ensure we're making good decisions in unbiased ways and using DEI to advance our efforts to create vibrant communities, engage residents, and increase the quantity and quality of affordable housing.
 - Fresno Housing believes that diversity, equity and inclusion is the most fundamental part of the foundation of our work and a commitment to these principles will not only advance our strategies but advance the components of our work that truly matter.
- Workforce
 - Fresno housing recognizes that a workforce that is more culturally diverse at every organizational level, is able to contribute to greater business innovation that leads to more vibrant communities, better quality housing and greater resident engagement.
- Workplace
 - Fresno Housing will seek and purposefully leverage the unique and diverse experiences, perspectives, abilities, skills, and knowledge of employees, in its decision-making and in the development and execution of all human capital-related policies, programs, procedures and business practices. This in turn will help Fresno Housing build and maintain a workplace that is free of systemic and institutional bias, and that promotes equitable access to participation across our workforce.
- Marketplace
 - Fresno Housing will root all of our work in the concepts of diversity, equity and inclusion with the purpose of eliminating any and all elements of racism, discrimination of any kind, and disrespect for any group or individual.
 - We will examine the actions of our past and look for opportunities to eliminate and repair the harm done of past policies and actions and create new guiding principles that reflect our commitment to a future of thoughtful, intentional and equitable housing strategies that uplift our community.
 - Fresno Housing will actively and in its public advocacy, support the dismantling of systemically and institutionally racist policies, programs and practices, everywhere.
 - We will use DEI to advance our efforts to create vibrant communities, engage residents, and increase the quantity and quality of housing.

Goal 1:	Increase the power and influence of diversity through an increase in representation of race/ethnic diversity and other dimensions of diversity across organizational lines, specifically at the leadership level.
Strategy A	Continue recruitment of racially/ethnically diverse candidates and candidates with lived experience with housing assistance at the management & executive/leadership level.
Strategy B	Increase the representation of Black and Latino staff in order to better represent FH's Residents (data analyses show Black and Latino groups are underrepresented among FH employees compared to their representation among Residents).
Strategy C	Continue to update and formalize human capital processes (job posting, recruiting, interviewing, screening/evaluation, hiring, onboarding) to ensure they are fair, focus on objective and measurable job requirements, and are unbiased.
Strategy D	Create opportunities for increased power and influence of diversity, broadly defined, as part of decision-making (e.g., percent of times staff diversity is involved in key decision-making processes, influence implementation approaches of business and/or division plans, etc.).
Measures	<ul style="list-style-type: none"> • Diverse slates of candidates (50% POC/50% gender) presented for at least 80% of open management and leadership positions • Succession plans and pipeline reflects at least 50% POC and 50% gender diversity • Internships reflect at least 50% POC and 50% gender diversity • Inclusion of diversity (e.g., level, race/ethnic, division, etc.) in at least 30% of management and/or leadership meetings • Identify and report when exceptions to processes are made (e.g., hiring without an interview/outside the standard hiring process) • _% of residents become FH staff • _% of residents become or work for FH contractors
Goal 2	Elevate the importance of FH's culture of inclusion and hold everyone accountable for adhering to FH's behavioral standards.
Strategy A	Formalize FH's organizational values and desired culture.
Strategy B	Continue to update and formalize human capital processes (promotions, access to training and development, employee engagement, mentorship, sponsorship, performance management) to ensure they are fair, focus on objective and measurable job requirements, and are unbiased.
Strategy C	Increase inclusion and the consistency in employee experiences.
Measures	<ul style="list-style-type: none"> • Workforce data or employee perceptions show equity, across demographics, in: <ul style="list-style-type: none"> – Employee engagement / satisfaction results – Rank / level and pay and benefits – Rate and time to promotions – Access to special projects – Access to management and leadership / inclusion in decision-making – Retention rates

Goal 3:	Use an appreciation of DEI to increase FH's impact on creating and supporting vibrant communities throughout Fresno County.
Strategy A	Recommit to an expectation of high-level of customer service to residents.
Strategy B	Conduct research to better understand the resident experience with FH and develop solutions to increase FH's impact.
Strategy C	Identify new funding sources, providers of resources, and partners by focusing on organizations with DEI-specific marketplace and/or philanthropy goals.
Strategy D	Increase engagement of residents and use of FH's educational / self-sufficiency programs and partner services.
Strategy E	Enhance FH's supplier diversity program.
Strategy F	Explore offering a diverse set of housing products that meet the needs of the community.
Measures	<ul style="list-style-type: none"> • Decrease in staff response times to residents and community partners • Increase in customer service ratings by _% by demographic • Increase of resident and HCV participants use of FH's educational / self-sufficiency programs and partner services • Use of at least 20% diverse suppliers in FH's procurement of construction and other goods and services • Increase the quantity and quality of housing to serve at least __% of Fresno residents who require housing assistance. • Engage __ new partners to yield an increase of __% in additional funding
Goal 4:	Increase DEI communication, accountability, data, and awareness.
Strategy A	Update communication plan to include DEI.
Strategy B	Increase influence of DEI in decision-making and accountability for DEI results.
Strategy C	Increase use of disaggregated data, by demographic, to create baselines and the ability to measure FH's impact and progress against FH's mission.
Strategy D	Increase DEI awareness and provide DEI capacity-building experiences.
Measures	<ul style="list-style-type: none"> • Each leader and manager conducts at least two external speeches that includes DEI • Increase in DEI/cultural competency performance ratings • Increase in staff and community partner awareness and understanding of FH's mission • At least 90% attendance by Board members, leaders, managers, and staff in at least one (1) DEI education and training program

Next Steps

- Create Implementation Teams to translate strategy into implementation/operational plans with timing (critical path) and ownership; identify functional leaders as sponsors for each Team
- Begin to develop change management plan, including communication, education, and resources
- Conduct Board Retreat focused on DEI education and incorporating DEI into the Board's agenda
- Develop DEI education plan and deliver sessions to assist with executing the plan

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

RESOLUTION NO: _____

**RESOLUTION TO ADOPT THE AGENCY DIVERSITY EQUITY AND INCLUSION
STRATEGIC PLAN
HOUSING AUTHORITY OF THE CITY OF FRESNO**

WHEREAS, the Housing Authority of the City of Fresno (Agency) initiated a comprehensive Diversity, Equity, and Inclusion (DEI) Initiative, to include a comprehensive assessment and development of a Strategic Plan, and

WHEREAS, the objectives of the DEI Initiative are to embrace and embed DEI in the Agency workplace and workforce; support residents and business partners through a DEI lens; and influence the well-being (equity/inclusion) within our community beyond the Agency, and

WHEREAS, the assessment process included feedback and input from various stakeholders, including Commissioners, Community partners, Residents, Agency Staff, and the public, and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno adopt the Diversity, Equity, and Inclusion Strategic Plan.

PASSED AND ADOPTED THIS 26th day of January, 2021. 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

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

RESOLUTION NO: _____

**RESOLUTION TO ADOPT THE AGENCY DIVERSITY EQUITY AND INCLUSION
STRATEGIC PLAN
HOUSING AUTHORITY OF FRESNO COUNTY**

WHEREAS, the Housing Authority of Fresno County (Agency) initiated a comprehensive Diversity, Equity, and Inclusion (DEI) Initiative, to include a comprehensive assessment and development of a Strategic Plan, and

WHEREAS, the objectives of the DEI Initiative are to embrace and embed DEI in the Agency workplace and workforce; support residents and business partners through a DEI lens; and influence the well-being (equity/inclusion) within our community beyond the Agency, and

WHEREAS, the assessment process included feedback and input from various stakeholders, including Commissioners, Community partners, Residents, Agency Staff, and the public, and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County adopt the Diversity, Equity, and Inclusion Strategic Plan.

PASSED AND ADOPTED THIS 26th day of January, 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Board of Commissioners

BOARD MEMO

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

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

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Preston Prince

CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 7b

AUTHOR: Lela Schwartz

SUBJECT: Authorization to Accept MHP Loan and Submit Joint Funding Application to CDLAC and CTCAC for Corazón del Valle Commons (fka Huron RAD)

Executive Summary

The purpose of this memo is to request certain approvals from the Boards of Commissioners to facilitate financing the development of Corazón del Valle Commons (the "Project"). The project site consists of two vacant parcels located at the Southwest and Southeast corners of 12th and Fresno Streets on approximately 6.60 acres in Huron, CA.

In close partnership with the City of Huron, FH staff have been working since 2018 to conceptualize and finance this development. Current plans envision a mixed-use project with sixty-one (61) multifamily housing units, a community building and up to 3,500 sq. ft. of commercial space built that will be utilized by the City of Huron as their local civic center and City Hall. Forty (40) of the sixty-one (61) units will be transfer of assistance through the Rental Assistance Demonstration program. FH currently owns and manages sixty-four (64) units of public housing in Huron (between Cazares, Cazares II, and Huron Apartments); however, these units were constructed several decades ago and are in need of substantial repair. In combination with this development opportunity, FH is proposing to utilize HUD's RAD Program to allow residents of the current public housing site to transfer their assistance to the newly constructed site and the subsequent repositioning of the current public housing in Huron. FH has used the Transfer of Assistance concept in several other developments throughout the county to provide residents with more options and facilitate the redevelopment of the housing. The remaining twenty-one (21) units will serve families and individuals at 30% to 60% of area median income.

Like many other affordable housing projects, a variety of funding sources are needed to construct and operate the property. The City of Huron has contributed over \$1.4 million dollars of land and fee waivers to help finance this project. FH was recently awarded a Multifamily Housing Program in the amount of \$11.4 million for the project and is planning to submit a 4% tax credit application. Furthermore, as a RAD project, HUD will allow FH to use restricted Capital Funds to help build the property. As such, staff is requesting various actions

from the Boards of Commissioners to complete the financing of this project, which are detailed below.

At the August 25, 2020 Board meeting, the Boards of Commissioners approved submission of a funding application to the California Department of Housing and Community Development's (HCD) Multifamily Housing Program (MHP). Staff submitted an MHP application for Corazón del Valle Commons on September 15, 2020, and in December 2020, staff was notified of award in the amount of \$11,398,771. As such, the Board of Commissioners of the Housing Authority of Fresno County, CA (as the administrative general partner) is being asked to adopt the attached board resolution that will authorize the MHP loan. While the MHP funding is structured as a loan, it will not require annual debt service to be paid from operations.

Furthermore, in order to fully finance the project, it is necessary to submit a joint 4% application to the California Tax Credit Allocation Committee (CTCAC) Low Income Housing Tax Credit (LIHTC) program and the California Debt Limit Allocation Committee (CDLAC) bond program. If successful, this award will help to fill the financing gap that current exists. As such, staff is asking the Boards of Commissioners to authorize the submission of a funding application to CTCAC/CDLAC for the Corazón del Valle Commons project. Should the Project be selected for an award, Staff will return to the Boards for final approval prior to acceptance of the award.

At the August 25, 2020 Board meeting, the Boards authorized acquisition of the subject land for \$1.00 from the City of Huron. Staff is requesting approval for seller financing at the full appraised value. While an updated appraisal is pending, the land was valued at \$1,222,000 in 2018.

In addition, Staff is requesting a funding commitment of up to \$1,000,000 of available Capital Funds to the proposed development. Staff will continue to pursue additional gap financing sources to reduce this commitment.

Staff will present additional information and answer questions relating to this project at the Boards of Commissioners meeting on January 26, 2021.

Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolutions authorizing Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the undertaking of all actions necessary to authorize an MHP loan of \$11,398,771 for the Corazón del Valle Commons project (APNs 075-330-02T, 075-330-07T); and
2. Authorize the undertaking of all actions necessary to submit a joint application to the California Tax Credit Allocation Committee's LIHTC tax credit program and the California Debt Limit Allocation Committee's bond program; and
3. Authorize the use of proceeds from tax-exempt bond issuance to reimburse funds expended on the Project per the attached Inducement Resolution, by the Housing Authority of Fresno County, California in its role as a bond issuer; and

4. Authorize seller financing for the approximately 6.60 acres of vacant land (APNs: 075-330-02T, 075-330-07T) at the full appraised value; and
5. Authorize any and all provisions in the RAD program notices to allow for Transfer of Assistance, di-minimis reductions of units, and the RAD/Section 18 Blend for rental assistance to the units,
6. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA as its role as administrative general partner in the Huron Corazón del Valle Commons, LP; and
7. Authorize approval of a funding commitment from the Fresno Housing Capital Funds in an amount up to \$1,000,000 for the development of Corazón del Valle Commons; and
8. Provide for other matters related thereto.

Fiscal Impact

Staff is requesting seller financing for the full appraised value of the land, most recently appraised at \$1,222,000. Staff is also requesting a Fresno Housing Capital Funds commitment of up to \$1,000,000. There is a one-time \$1,200 application fee due to the California Debt Limit Allocation Committee (CDLAC) and a \$2,000 application fee due to the California Tax Credit Allocation Committee (CTCAC) at the time of application. Staff time and professional fees for performing pre-development activities and writing the application will be allocated to the approved pre-development budget. If funding is received, costs associated with staff time and pre-development activities would be reimbursed through the project.

Background Information

Corazón del Valle Commons consists of two vacant parcels located on the Southwest and Southeast corners of 12th and Fresno Streets on approximately 6.60 acres in Huron, CA (APNS: 075-330-02T, 07T). The project is a partnership with the City of Huron.

Past Board Action

- August 25, 2020 – Approval to Acquire 6.60 acres of Land (APNs: 075-330-02T, 075-330-07T)
- August 25, 2020 – Approval to Submit MHP Application; Approval to Enter into a Limited Partnership
- February 25, 2020 – Approval to Submit Funding Applications
- April 23, 2019 – Approval of GC/CM Contract
- November 27, 2018 – Approval to Enter into a Conditional Purchase and Sale Agreement
- May 29, 2018 – Approval Authorizing Acceptance of Deed Transfer of 6.0 Acre Parcel from the Successor Agency to the Redevelopment Agency to the City of Huron

Exhibits

- Exhibit A: Organizational Chart
- Exhibit B: Sources and Uses

Ownership Structure

Huron Corazón del Valle Commons, LP

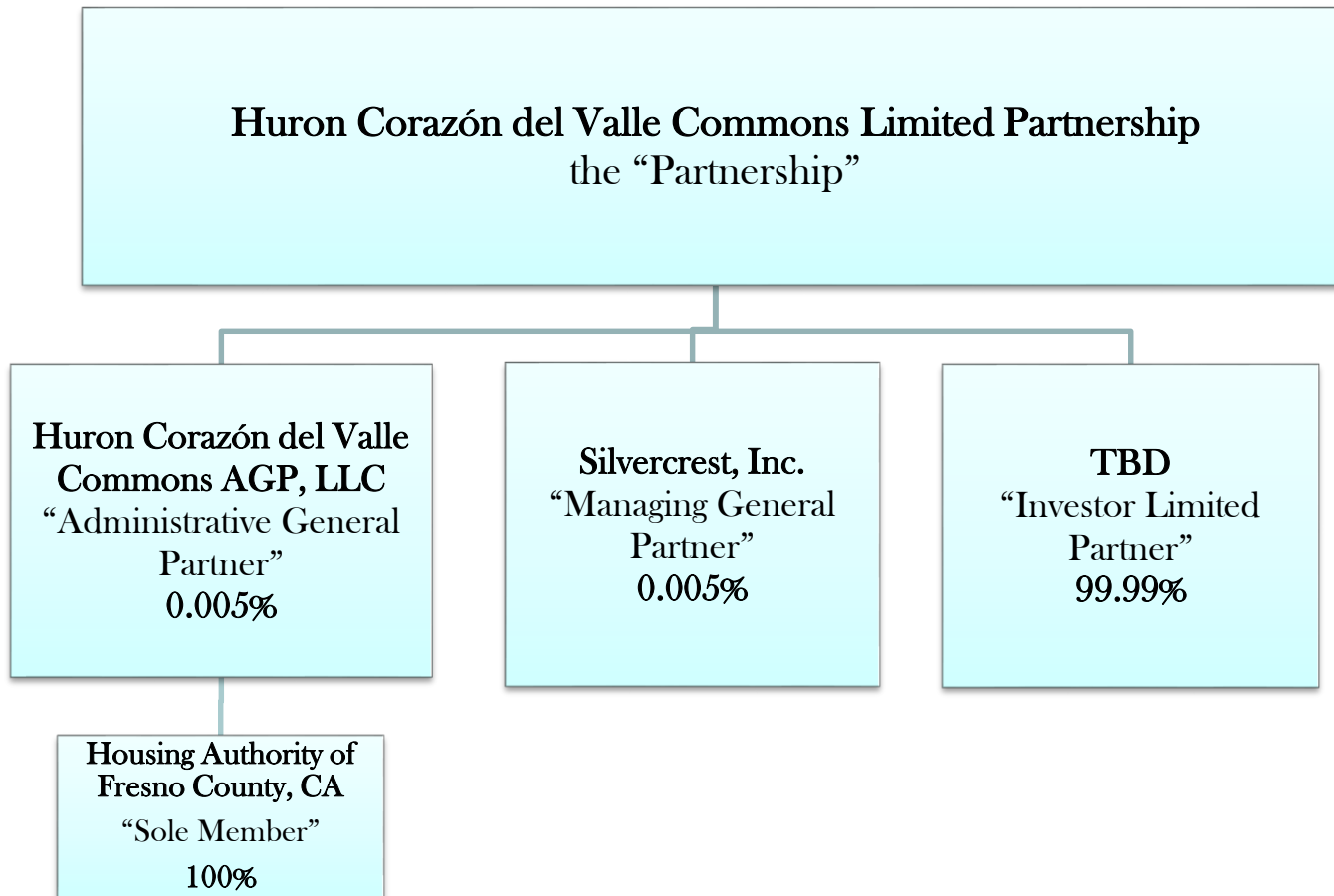


EXHIBIT B
Corazón del Valle Commons Pro Forma
Residential

Development Sources and Uses	
Sources of Funds	<i>Amount 1/21/2021</i>
Tax Exempt Perm Loan	\$ 2,033,000
Seller Carryback Loan	\$ 1
GP Certificated Credit Sale Loan	\$ 5,933,647
HCD Multifamily Housing Program Loan	\$ 11,398,771
Fresno Housing Capital Funds Loan	\$ 750,000
LIHTC Equity (TBD investor limited partner)	\$ 10,140,128
Total Sources of Funds**	\$ 30,255,547
Uses of Funds	<i>Amount</i>
Land Acquisition*	\$ 1
Construction Costs**	\$ 18,720,330
Site Improvements	\$ 3,434,800
Offsite Improvements	\$ 591,870
Hard/Soft Cost Contingencies	\$ 1,345,869
Permits/Impact Fees/etc.***	\$ 135,057
Professional Fees	\$ 1,330,500
Relocation	\$ 125,000
Loan Fees and other Soft Costs	\$ 1,454,667
Cost of Issuance/Financing Fees	\$ 506,945
Reserves	\$ 410,508
Developer Fee****	\$ 2,200,000
Total Uses of Funds	\$ 30,255,547

Draft as of 1/21/2021

**Does not include additional \$1,221,999 of appraised value to be used as Seller Financing*

***State prevailing wage. Includes \$585,000 in onsite work due to poor soil conditions*

****Does not include City waived fees of \$460,840*

*****Does not include \$1,861,386 of Deferred Developer Fee that will be paid through cash flow*

Corazón del Valle Commons Pro Forma Non-Residential

Development Sources and Uses	
Sources of Funds	<i>Amount 1/21/2021</i>
LIHTC Equity (TBD investor limited partner)	\$ 1,806,000
Total Sources of Funds**	\$ 1,806,000
Uses of Funds	<i>Amount</i>
Community Building Construction	\$ 1,020,000
Commercial Space Construction	\$ 700,000
Hard Cost Contingency	\$ 86,000
Total Uses of Funds	\$ 1,806,000

**Draft as of 1/21/2021*

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION APPROVING THE SUBMISSION OF A JOINT FUNDING APPLICATION
TO THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE AND THE
CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE FOR CORAZON DEL VALLE
COMMONS IN HURON, CA (APNs: 075-330-02T, 075-330-07T)**

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

WHEREAS, a project concept and architectural plan envisions up to 60 low income units, 1 manager’s unit, a community building and 3,500 square feet of community space at the southwest and southeast corners of 12th and Fresno Streets in Huron, CA, APNs: 075-330-02T, 07T (the “Project”); and,

WHEREAS, the Project was awarded funding through the California Department of Housing and Community Development’s Multifamily Housing Program (“MHP”); and

WHEREAS, the Authority desires to commit available Low Income Public Housing Capital Funds (“Capital Funds”) in an amount up to \$1,000,000 to the Project; and

WHEREAS, MHP guidelines require a 4% joint funding application to the California Debt Limit Allocation Committee (CDLAC)’s bond program and the California Tax Credit Allocation Committee (CTCAC)’s Low Income Housing Tax Credit (LIHTC) program in order to finance the Project; and

WHEREAS, the Authority desires to submit a joint funding application to CDLAC’s bond program and CTCAC’s LIHTC program; and

WHEREAS, the Authority intends to transfer ownership of the land (APNs: 075-330-02T, 07T) from the Housing Authority of Fresno County, California to Huron Corazón del Valle Commons, LP at the time of closing through seller financing at the full appraised value of the land;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize Preston Prince, CEO/Executive Director,

Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize the undertaking of all actions necessary to submit a joint application to the California Tax Credit Allocation Committee's LIHTC tax credit program and the California Debt Limit Allocation Committee's bond program; and
2. Authorize Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designees to execute documents on behalf of the Housing Authority of Fresno County, CA as its role as administrative general partner in the Huron Corazon del Valle Commons, LP; and
3. Authorize seller financing for the approximately 6.60 acres of vacant land (APNs: 075-330-02T, 075-330-07T) at the full appraised value; and
4. Authorize approval of a funding commitment from the Authority Capital Funds in an amount up to \$1,000,000 for the development of the Project; and
5. Provide for other matters related thereto.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY, 2021. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Preston Prince, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CA

**RESOLUTION AUTHORIZING A RENTAL ASSISTANCE DEMONSTRATION (RAD)
SECTION 18 BLEND FOR CORAZON DEL VALLE COMMONS IN HURON, CA (APNs:
075-330-02T, 075-330-07T)**

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

WHEREAS, a project concept and architectural plan known as Corazón del Valle Commons envisions up to 60 low income units, 1 manager’s unit, a community building and 3,500 square feet of commercial space at the southwest and southeast corners of 12th and Fresno Streets in Huron, CA, APNs: 075-330-02T, 07T (the “Project”); and,

WHEREAS, for the benefit of the residents and to ensure the improved and continued use of the property as affordable housing; and

WHEREAS, the CAZARES TERRACE-HURON CHAP (the “Portfolio”) includes low-income public housing properties including Cazares Terrace I, Cazares Terrace II, and Huron Apartments; and

WHEREAS, utilized RAD subsidies from the Portfolio allows for the development of the Project that will be more efficiently or effectively operated as a low-income housing development; and

WHEREAS, in order to improve and maintain affordability for residents, the Authority desires to use any and all provisions in the RAD program notices, such as Transfer of Assistance, di-minimis reductions of units, the RAD Section 18 Blend for assistance in units, conversion, demolition, disposition, PIH Section 18, and Low Income Housing Tax Credits; and

WHEREAS, the aforementioned RAD program notices will preserve the residents’ relocation requirements, including, but not limited to the resident notice and meeting requirements, the right to return, and relocation assistance and payments, per the RAD Fair Housing, Civil Rights, and Relocation Notice PIH 2016-17 Section 6 and the Uniform Relocation Assistance and Real Property Acquisition Act, and

WHEREAS, the Authority intends to use RAD transfer of assistance on up to 40 units from the Portfolio, up to 32 of which will use RAD Section 18;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California authorize the use of RAD program notices, such as Transfer of Assistance, di-minimis reductions of units, the RAD Section 18 Blend for assistance in units, conversion, demolition, disposition, PIH Section 18, and Low Income Housing Tax Credits at the Corazón del Valle Commons development and further authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, Angelina Nguyen, Chief of Staff, and/or their designee to negotiate and execute documents in connection therewith.

PASSED AND ADOPTED THIS 26th DAY OF JANUARY, 2021. 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 OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

A majority of the commissioners of the Housing Authority of Fresno County, California, a public body corporate and politic (the "Agency"), hereby consent to, adopt and ratify the following resolutions:

Multifamily Housing Program

WHEREAS the State of California Department of Housing and Community Development (the "Department") has issued a Notice of Funding Availability dated July 15, 2020 ("NOFA") under the Multifamily Housing Program ("MHP");

WHEREAS, the Agency is authorized to do business in the State of California and it is in the best interests of the Agency for the Agency to act as the **sole member and manager** of Huron Corazón del Valle Commons AGP, LLC (the "LLC") the **administrative** general partner of HURON CORAZON DEL VALLE COMMONS, LP (the "Borrower").

WHEREAS the Agency is an Eligible Applicant/Sponsor under the MHP and was awarded an MHP loan in an amount not to exceed \$ 11,398,771 ("MHP Loan") under the above described NOFA.

NOW, THEREFORE, IT IS RESOLVED: That the Agency is hereby authorized and directed to act on its own behalf and to act as the **sole member and manager** of the LLC, the **administrative** general partner of the Borrower in connection with the Department's loan of MHP funds to the Borrower pursuant to the above mentioned NOFA in an amount not to exceed \$ 11,398,771.

RESOLVED FURTHER: The Agency is hereby authorized and directed to act on its own behalf as well as act as **sole member and manager** of the LLC as **administrative** general partner of the Borrower to cause the Borrower and itself to incur an obligation for the MHP Loan. That in connection with the MHP Loan, the Agency, on its own behalf and as **sole member and manager** of the LLC as **administrative** general partner of the Borrower, is authorized and directed to enter into, execute, and deliver a State of California Standard Agreement in the amount not to exceed \$ 11,398,771 and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the MHP Loan, the Borrower's obligations related thereto, and the Department's security therefore; including, but not limited to, a promissory note, a deed of trust and security agreement, a regulatory agreement, a development agreement and certain other

documents required by the Department as security for, evidence of or pertaining to the MHP Loan, and all amendments thereto (collectively, the "MHP Loan Documents").

RESOLVED FURTHER: The Agency shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreements. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The Agency hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA, Program Guidelines and application package.

RESOLVED FURTHER: That **Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or Angelina Nguyen, Chief of Staff, are** hereby authorized to execute the MHP Loan Documents, and any amendment or modifications thereto, on behalf of the Agency for itself and as **sole member and manager** of the LLC as **administrative** general partner of the Borrower

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

Passed and adopted, effective as of January 26, 2021, by the consent of the Board of Commissioners of the Agency by the following vote:

___AYES

___NAYS

___ABSTAIN

___ABSENT

Cary Catalano

Chair

CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of the Agency does hereby attest and certify that the **foregoing** Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said Agency which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Preston Prince

Secretary

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

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS, APPLICATION FOR VOLUME CAP, AND A DECLARATION OF OFFICIAL INTENT TO REIMBURSE PROJECT EXPENDITURES WITH THE PROCEEDS OF TAX EXEMPT BONDS.

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

WHEREAS, the Authority is authorized, among other things, to enter into partnership and operating agreements and to make loans to partnerships to finance, plan, undertake, construct, acquire and operate housing projects, including from the proceeds from the issuance of tax-exempt and taxable bonds in accordance with the Health and Safety Code of the State of California and the Bond Issuance Policy previously adopted by the Authority; and

WHEREAS, the Authority agreed to facilitate the development of approximately 6.60 acres located at the southwest and southeast corners of 12th and Fresno Streets in Huron, California, APN Numbers 075-330-02T and 075-330-07T (the “**Property**”), for the purposes of the new construction of a sixty-one (61) unit low income multifamily residential project, including approximately 3,500 square feet of office space, a community building and one (1) manager’s unit and generally to be known as “Corazón del Valle Commons” (collectively, the “**Project**”); and

WHEREAS, the Authority has formed a limited liability company to act, together with Silvercrest, Inc., as the general managers of a tax credit partnership to facilitate the financing of the Project (the “**Partnership**”); and

WHEREAS, the Authority intends to issue certain limited obligation tax-exempt and/or taxable revenue bonds in one or more series at any time and from time to time (the “**Bonds**”) in order to loan the proceeds thereof to the Partnership to pay for a portion of the costs of the Project; and

WHEREAS, the Authority has expended certain funds with respect to the acquisition, construction, and financing of the Project and wishes to use a portion of the proceeds of the Bonds to reimburse such costs; and

WHEREAS, the Authority intends to file an application for allocation of volume cap to issue private activity bonds in order to finance a portion of the Project; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. **Intent to Issue Bonds and Make an Application to CDLAC.** The Authority hereby declares its intent to issue up to \$32,000,000 in tax-exempt and/or taxable bonds to be used to finance a portion of the costs of the Project. In connection therewith, the Authority is authorized to file an application to the California Debt Limit Allocation Committee (“**CDLAC**”) for an allocation of volume cap to issue private activity bonds, to pay any fees required by CDLAC, and to certify the posting of the required performance deposit. The Authority is authorized to hold a public hearing, properly noticed, with respect to the issuance of the Bonds. The CEO/Executive Director, Preston Prince, the Deputy Executive Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to carry out the actions set forth in this resolution.
2. **Intent to Reimburse.** The Authority, pursuant to Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended, declares the intent of the Authority to reimburse the Authority, from the proceeds of the Bonds, for any costs related to the Project incurred by the Authority prior to the issuance and sale of the Bonds.
3. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable to give effect to this resolution.
4. **Expenditures.** The Authority is authorized to expend such funds as are necessary to pay for all fees and other costs relating to the Project authorized by this resolution.
5. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively or by the designee of the Chair of the Board or Executive Director.
6. **Execution of Obligations.** The Board directs the Authority’s Executive Director to cause the Authority to fulfill the Authority’s duties and obligations under the actions authorized hereunder.
7. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.
8. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 26TH DAY OF JANUARY, 2021. 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 Board of Commissioners

CERTIFICATE

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

1. That the attached Resolution _____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 26th day of January, 2021, and duly recorded in the minute books of the Authority.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of January, 2021.

**HOUSING AUTHORITY OF FRESNO
COUNTY, CALIFORNIA**

Preston Prince, CEO/Executive Director

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

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

www.fresnohousing.org

EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners

Fresno Housing

FROM: Preston Prince

CEO/Executive Director

DATE: January 21, 2021

BOARD MEETING: January 26, 2021

AGENDA ITEM: 10

AUTHOR: Staff

SUBJECT: Directors Report – January 2021

Executive Summary

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

PLACE

Overview

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

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

Development Project Overview

Name of Property	Status/Type	Address	Total Units	Percent Complete
------------------	-------------	---------	-------------	------------------

The Villages at Paragon	Under Construction	4041 Plaza Drive West, Fresno, CA	28	56%
Linnaea Villas	Under Construction	2530 Sierra Street, Kingsburg, CA	47	77%
Solivita Commons	Under Construction	725 W Alluvial Avenue, Clovis, Ca	60	81%
The Villages at Broadway	Under Construction	1828 Broadway Street, Fresno, CA	26	42%
The Monarch @ Chinatown	Under Construction	1101 F Street, Fresno, CA	57	8%
Alegre Commons (fka Barstow Commons/The Villages at Barstow)	Under Construction	130 W Barstow Avenue, Fresno, CA	42	N/A
The Arthur @ Blackstone (fka Blackstone/Simpson)	Pre-Development 2020 NPLH, IIG Awarded HOME Award Pending Potential 1 st Round 2021 TCAC	3039 N Blackstone Avenue, Fresno, CA	41	N/A
Esperanza Commons (fka Mendota Farm Labor)	Pre-Development Potential 1 st Round 2021 TCAC	241 Tuft Street, Mendota, CA	60	N/A
Corazón del Valle Commons (fka Huron RAD)	Pre-Development MHP Awarded Proposed 1 st Round 4% TCAC	Fresno and 12 th Street, Huron, CA	61	N/A
La Joya Commons (fka Firebaugh Family)	Pre-Development	1501 Clyde Fannon Road, Firebaugh, CA	68	N/A
Avalon Commons (fka Chestnut/Alluvial)	Pre-Development	Chestnut and Alluvial Avenues, Fresno, CA	105	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A

Project Highlights

Alegre Commons, formerly known as Blackstone and Barstow, began construction in late December 2020. Corazón del Valle Commons, formerly known as Huron RAD, was awarded \$11,398,771 in MHP (Multifamily Housing Program) funding by the California Department of Housing and Community Development. Corazón del Valle Commons is a new construction 61-unit Large Family project located in Huron, CA. Ten of the sixty-one units will be dedicated to residents who are agricultural workers. In

addition, in December 2020 the U.S. Department of Housing and Urban Development announced that the California Avenue Neighborhood in Southwest Fresno was selected nationally for a Choice Neighborhoods Planning Grant. The Choice Neighborhoods (CN) Planning Grant will help bring together the leveraging of public and private dollars to develop a plan and overall implementation strategy to revitalize existing public housing and the surrounding neighborhood on California Avenue. As a recipient of the CNI Planning Grant, \$450,000 will be committed for California Avenue Neighborhood (CAN) planning effort, which will occur over the next 24 months (January 2021 – December 2022)

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.

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.

Efforts are ongoing and we will report on those items as outcomes are achieved.

PARTNERSHIP

Overview

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

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

Project	Organization	Role
844 S. Chance Avenue	Habitat for Humanity Fresno City College	Partner in the rehabilitation of a Neighborhood Stabilization Program (NSP) property to provide a homeownership opportunity for a low-income family
The Villages at Paragon	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
The Villages at Broadway	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Alegre Commons (<i>fka Barstow Commons/The Villages at Barstow</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations

The Arthur @ Blackstone (<i>fka</i> <i>Blackstone/Simpson</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Project Homekey	City of Fresno Turning Point Fresno County Department of Behavioral Health	Partner in application to the Homekey program and operational funding to provide housing to populations most vulnerable to COVID-19

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.

Information Technology and Information Systems

The Information Systems (IS) team partnered with the Housing Quality Services Inspectors to launch a more efficient process that will be guided by inspection outcomes. The process shift required a deep knowledge of the inspection program, regulatory requirements, as well as a solid partnership with the Enterprise Management System (EMS) vendor, Yardi. This implementation marks an important step in our Yardi utilization. Where we move beyond using standard features and partner with the vendor to push the software in ways that can benefit the entire Low-Income Housing community.

Zee Patel, a Sr. Analyst from the Agency's Research Evaluation and Analysis Lab, has been working with the Resident Empowerment team to implement a data system to help analyze the outcomes of the resident focused programs and partnerships managed by the agency. Earlier this month, the group reached two important milestones; configuration of the system and data synchronization with Yardi. This will ensure that not only is the system stable, but staff can have current information without having to use multiple systems. The next milestone is training and orientation for the Resident Empowerment staff which is scheduled for the first quarter of 2021.

Administrative Services & Procurement

Procurement has been working on several projects ranging from simple solicitations such as "three quote projects" to more complex solicitations such as "Requests for Proposals" (RFPs).

"Three quote" projects include the following:

1. **Homekey Motels:** rehab services such as roofing, cleaning, flooring, HVAC, etc. The contracts have been executed, and work is being completed.

Procurement's complex solicitations such as Requests for Proposals (RFP) and Invitation for Bids (IFB) include the following:

1. **Audit Services (RFP):** The Agency awarded the contracts to CohnReznick and Novogradac. The Board of Commissioners approved contracts in December of 2020. The Novogradac contract has been executed, while CohnReznick's is pending signature execution.
2. **Solar on Multifamily Affordable Housing (SOMAH) Program (RFP):** The solicitation was posted on October 23, 2020. A pre-proposal conference call took place on November 17th, 2020. The RFP due date was January 14, 2021. We received one proposal, and are currently discussing next steps with department.
3. **Maldonado Kitchen and Bathroom Conversion (IFB):** The solicitation was posted in November of 2020 and closed December of 2020. The Agency received a total of five bids, with Allright Construction being the lowest responsive and responsible bidder. The Notice of Award has been posted, and contract execution is pending Board of Commissioners' approval.
4. **Maldonado ADA Unit Conversion (IFB):** The solicitation was posted in November of 2020 and closed December of 2020. The Agency received a total of five bids, with Fortune-Ratliff GC being the lowest responsive and responsible bidder. The Notice of Award has been posted, and contract is being created.

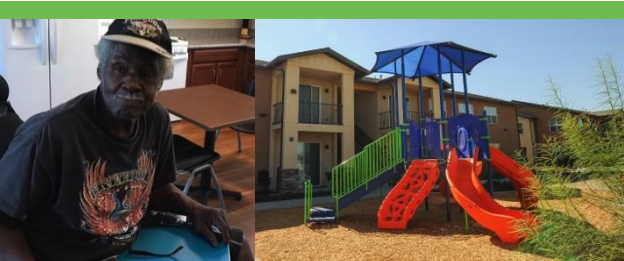
In addition, Procurement has been working on a Piggyback contract for the following companies and services:

1. **Transitional Housing Management Services with Turning Point of Central California, Inc.:** The Agency decided to piggyback an existing contract the County of Fresno has with Turning Point. They will be providing comprehensive housing and supportive and case management services to residents that reside at the following Homekey Motel properties: Motel 99, Days Inn, and Welcome Inn. The contract was approved by the Board of Commissioners in December, and is pending contract execution.



Mixed Finance Properties 2021 Budgets

*Boards of Commissioners Meeting
January 26, 2021*



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS



‘Mixed Finance’ Properties

What are they?

- Properties owned by a limited partnership
- Originally sponsored and developed by the Housing Authority
- Mixed finance means that several funding sources were used to develop the properties (examples: Tax Credits, HRFC, private mortgage, HOME funds, etc...).

Why is FH involved?

- Silvercrest, Inc. (an instrumentality of FH) is the Managing General Partner of the limited partnerships and is responsible for on-going operations of the partnership.
- The Agency and its subsidiaries (Silvercrest, HRFC) have a vested interest in the properties.
- Properties fulfill Agency’s mission to create affordable housing.

2021 Budget Goals

- The major goals of the 2021 budgets are to:
 - Achieve positive net operating income on all properties
 - Leverage the well-performing assets in order to provide maximum benefits to lenders, partners and stakeholders
 - Meet stabilization requirements for newer properties
 - Maintain and modernize properties, as needed
 - Provide ample resident services



2021 Budget

- The 2021 budgets include 31 properties with nearly 2,000 units
- This report does not include budgets for properties currently under construction. Staff will develop partial year budgets for those properties as construction completion dates are finalized.
- Properties currently under construction and projected to be placed-in-service in 2021 include:
 - Linnaea Villas
 - Solivita Commons
 - The Villages @ Paragon
 - The Villages @ Broadway

	2020 Budget	2021 Budget
# of Units	1997	1997
NET TENANT INCOME	17,580,765	18,487,966
TOTAL OTHER INCOME	398,136	432,054
TOTAL INCOME	17,978,913	18,920,020
TOTAL PAYROLL EXPENSES	3,556,393	3,682,502
TOTAL ADMINISTRATIVE EXPENSES	2,608,895	2,712,722
TOTAL TENANT SERVICES EXPENSES	1,008,912	1,050,100
TOTAL UTILITY EXPENSES	2,280,589	2,363,997
TOTAL MAINTENANCE EXPENSES	3,007,279	2,956,214
TOTAL TAXES & INSURANCE EXPENSES	827,995	862,961
TOTAL OPERATING EXPENSES	13,290,063	13,628,496
NET OPERATING INCOME	4,688,850	5,291,524
TOTAL NON-OPERATING EXPENSES	3,036,781	3,306,136
CASH FLOW	1,652,069	1,985,388
NOI PER UNIT	2,348	2,650

Budgeting for Property Success

	2017	2018	2019	2020	2021
High Performers	8	21	28	25	25
Standard Performers	10	3	1	6	6
Low Performers	5	1	-	-	-
Total	23	25	29	31	31

- Each property is managed as a separate and independent financial entity.
- Each property should break even each year (Net Operating Income should be >0)
- Performance tiers above are based on NOI



2021 Budgets – High Performers

Property Name	Parc Grove Northwest	Granada Commons	Parc Grove Commons II	Renaissance at Trinity	Renaissance at Santa Clara	Bridges at Florence	City View @ Van Ness	Mendota RAD
# Of Units	148	16	215	20	70	34	45	124
TOTAL INCOME	1,637,700	147,940	2,274,000	247,176	702,183	271,690	392,700	1,165,740
TOTAL OPERATING EXPENSES	871,918	129,948	1,327,863	214,392	621,771	193,748	255,430	821,064
NET OPERATING INCOME	765,782	17,992	946,137	32,784	80,412	77,942	137,270	344,676
TOTAL NON-OPERATING EXPENSES	696,257	10,212	581,003	14,172	46,200	49,740	114,976	237,564
CASH FLOW	69,525	7,780	365,134	18,612	34,212	28,202	22,294	107,112

NOI Per Unit 5,174 1,125 4,401 1,639 1,149 2,292 3,050 2,780

Property Name	Orange Cove RAD	Fresno RAD	Viking Village RAD	Marion Villas	Legacy Commons I	541 @ South Tower & Cedar Heights	Rio Villas	Villa Del Mar
# Of Units	90	193	40	46	64	45	30	48
TOTAL INCOME	818,700	1,673,796	347,412	366,061	590,052	351,200	271,620	539,950
TOTAL OPERATING EXPENSES	693,472	1,366,378	281,976	253,342	420,202	248,630	189,232	364,275
NET OPERATING INCOME	125,228	307,418	65,436	112,719	169,850	102,570	82,388	175,675
TOTAL NON-OPERATING EXPENSES	33,216	66,852	24,612	20,098	135,098	21,200	30,960	113,965
CASH FLOW	92,012	240,566	40,824	92,621	34,752	81,370	51,428	61,710

NOI Per Unit 1,391 1,593 1,636 2,450 2,654 2,279 2,746 3,660

2021 Budgets – High Performers

Property Name	Elderberry	Kings River Commons	Cueva de Oso	Fenix @ Calaveras & Fenix @ Glenn	Legacy Commons II	Magnolia Commons	Oak Grove Commons	Mariposa Commons	Orchard Apartments
# Of Units	75	60	47	30	64	60	56	40	40
TOTAL INCOME	604,920	485,880	399,480	247,800	566,640	521,004	512,316	486,120	532,680
TOTAL OPERATING EXPENSES	304,688	330,859	338,386	180,253	366,137	375,472	371,422	255,060	274,284
NET OPERATING INCOME	300,232	155,021	61,094	67,547	200,503	145,532	140,894	231,060	258,396
TOTAL NON-OPERATING EXPENSES	118,837	91,046	14,400	40,800	186,828	34,704	93,684	167,376	229,740
CASH FLOW	181,395	63,975	46,694	26,747	13,675	110,828	47,210	63,684	28,656
<i>NOI Per Unit</i>	4,003	2,584	1,300	2,252	3,133	2,426	2,516	5,777	6,460

- Total of 25 properties with net operating income of \$5.1 million and projected cash flow of \$1.93 million.

2021 Budgets – Standard Performers

Property Name	Yosemite Village	Renaissance at Alta Monte	Pacific Gardens	Paseo 55	Renaissance at Parc Grove	Blossom Trail
# Of Units	69	30	56	55	39	48
TOTAL INCOME	662,304	319,864	418,896	442,908	551,640	369,648
TOTAL OPERATING EXPENSES	639,657	297,779	378,166	395,008	513,160	354,524
NET OPERATING INCOME	22,647	22,085	40,730	47,900	38,480	15,124
TOTAL NON-OPERATING EXPENSES	20,700	21,300	22,280	16,500	37,416	14,400
CASH FLOW	1,947	785	18,450	31,400	1,064	724
<i>NOI Per Unit</i>	328	736	727	871	987	315

- 6 properties with net operating income of \$187 thousand and projected cash flow of positive \$54 thousand

Waterfall Projections

	2015	2016	2017	2018	2019	2020 Projected	2021 Budget
Total Cash Flow	508,852	2,238,331	1,980,000	1,359,226	1,722,035	1,235,689	1,175,000

- Projected cash flow to be disbursed to Agency entities through the “waterfall”.

This item is informational for Fresno Housing Authority
Boards of Commissioners.

As the Managing General Partner, Silvercrest, Inc., will be
asked to approve the 2021 Mixed Finance Budgets.

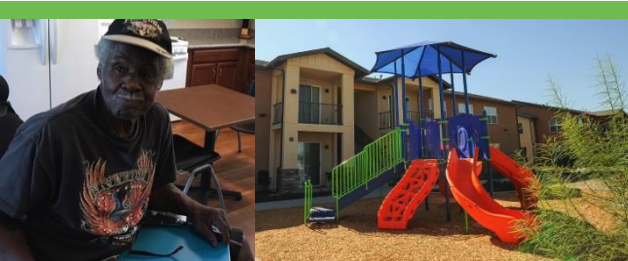
Questions or Comments?



Real Estate Development Update

January 26, 2021

Boards of Commissioners Meeting



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS



Development Projects Update

- **Alegre Commons** (Fresno)
 - Closed in Dec. 2020
 - Successfully closed with FH commitment of \$1.45M
- **Esperanza Commons** (Mendota)
 - Potential 9% CTCAC application in Mar 2021
- **The Arthur @ Blackstone** (Fresno)
 - Recently awarded City of Fresno HOME funds \$1.6M
 - Potential 9% CTCAC application in Mar 2021
- **Corazón del Valle Commons** (Huron)
 - Recently awarded MHP funds totaling \$11.4M
 - Potential CDLAC (bonds) and 4% CTCAC Application Feb 2021

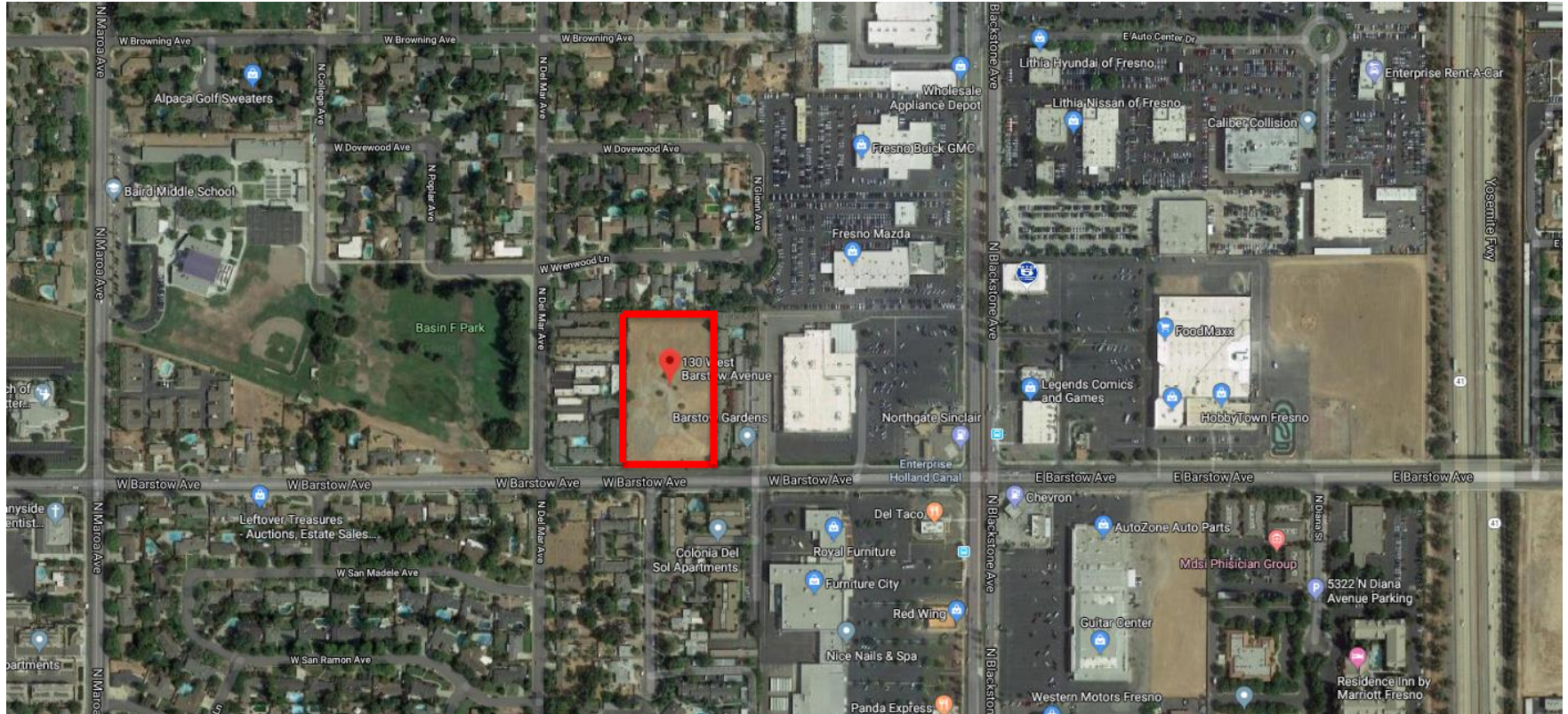
Questions?

Alegre Commons (Fresno)

- A 42-unit integrated multi-family/permanent supportive housing project located at 130 W. Barstow Avenue, Fresno
- Project received a No Place Like Home Funds award June 14, 2019 for 20 units in partnership with Fresno County DBH
- RAD transfer of assistance for 21 units
- TCAC Financial Closing/Construction Start occurred December 2020
- Retained 20 NPLH units and no increase was required to Capital Funds commitment of \$1,450,000



Alegre Commons Aerial

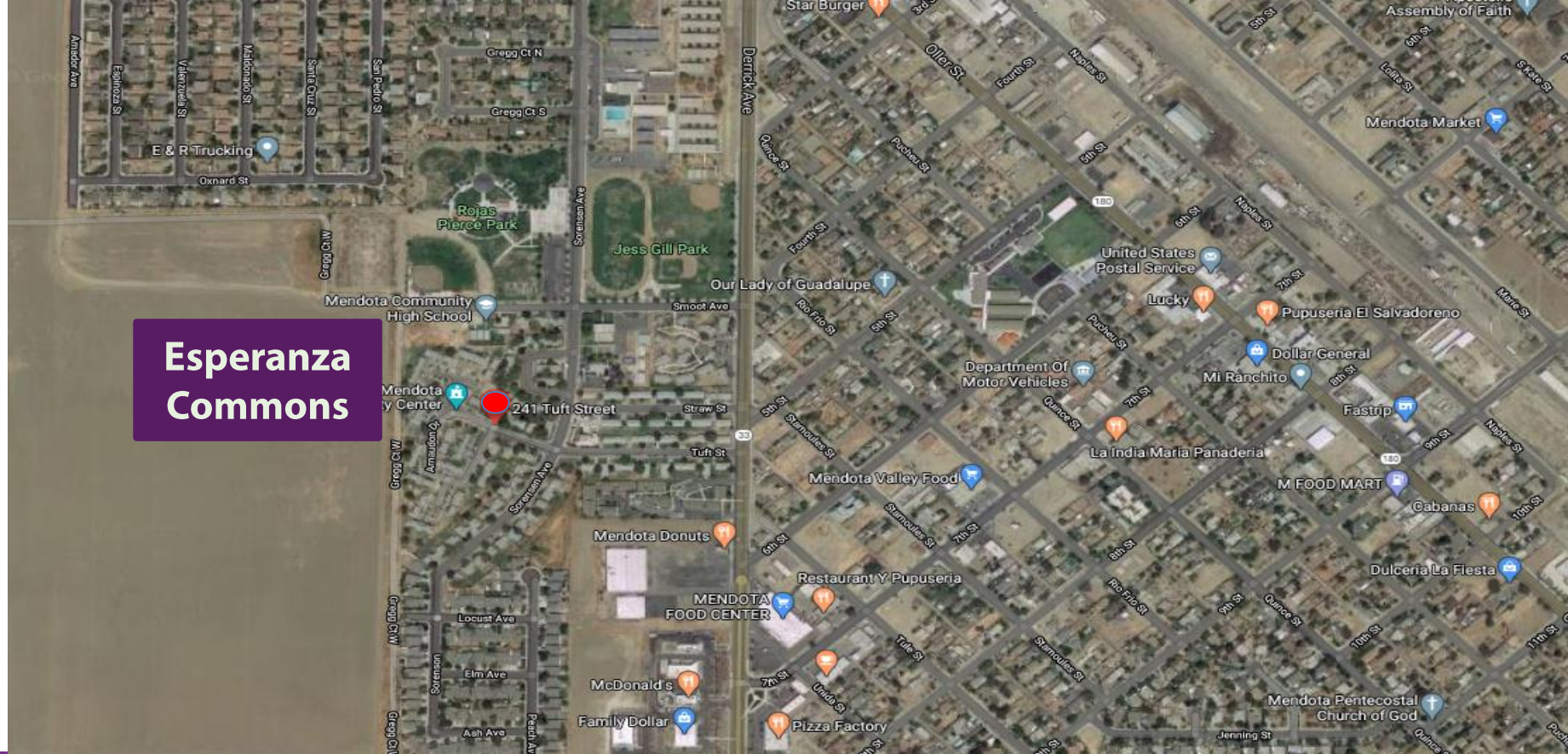


Esperanza Commons (fka (Mendota Farm Labor)

- Project is an existing 60-unit Multi-family USDA development located in Mendota, CA
- Proposed for major rehabilitation and refinancing utilizing 9% tax credits
- Staff has been working with Anne Phillips Architecture on minor rehab scope
- *Proposed 1st Round 2021 9% LIHTC application*



Esperanza Commons (Mendota) Aerial

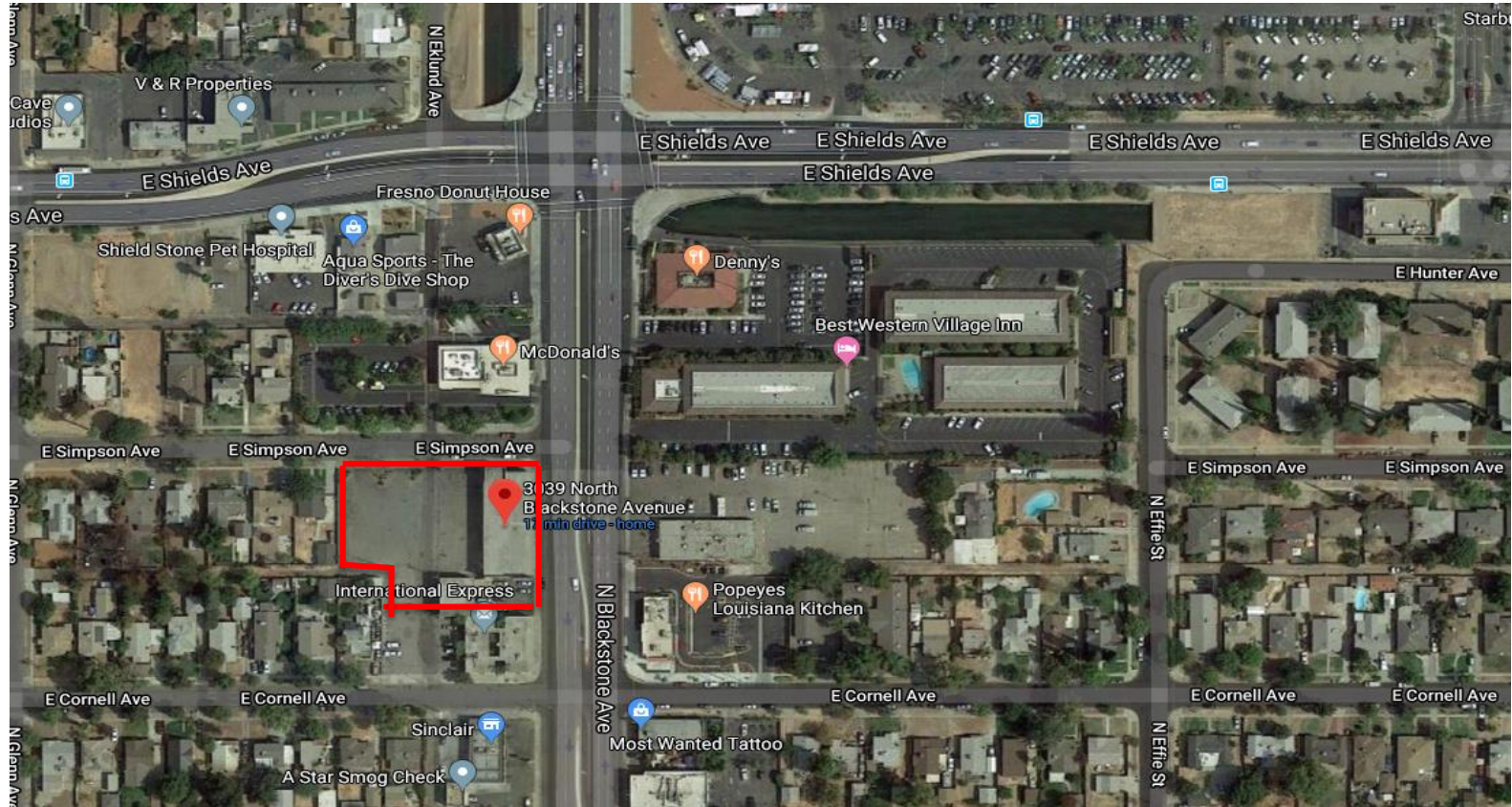


The Arthur @ Blackstone (Fresno)

- Proposed 41 unit integrated multifamily and PSH located at 3039 N. Blackstone Avenue, Fresno
- Board committed \$2.0 mill of HRFC in 2018 for site purchase and pre-development expenses
- NPLH funding application in Dec 2019 for 20 units (awarded)
- Infill Infrastructure Grant application in Feb 2020 (awarded)
- RAD Transfer of Assistance planned for 20 units
- Pending City HOME Funds award
- *Proposed 1st Round 2021 9% LIHTC application*



The Arthur @ Blackstone Aerial



The Arthur @ Blackstone
Rendering (Fresno)



FRESNO HOUSING

The Arthur @ Blackstone Rendering (Fresno)



FRESNO HOUSING

Corazón del Valle Commons (fka Huron RAD)

- Proposed 61-unit new construction mixed-use housing development on approximately 6-acres of vacant land in Huron, CA
- Proposed RAD transfer of assistance for 40 units
- MHP awarded December 2020
- *Proposed 1st Round 2021 4% LIHTC application*



Corazón del Valle Commons (Huron) Aerial





Corazon del Valle Commons Agenda Item 7b

January 26, 2021

Boards of Commissioners Meeting



FRESNO VIBRANT
COMMUNITIES
QUALITY HOUSING **HOUSING** ENGAGED
RESIDENTS



Corazón del Valle Commons (fka Huron RAD)

- Proposed 61-unit new construction mixed-use housing development on approximately 6-acres of vacant land in Huron, CA
- Proposed RAD transfer of assistance for 40 units
- Partnership with the City of Huron
 - Land contribution and impact fees waiver
- MHP awarded December 2020
- *Proposed 1st Round 2021 4% LIHTC application*

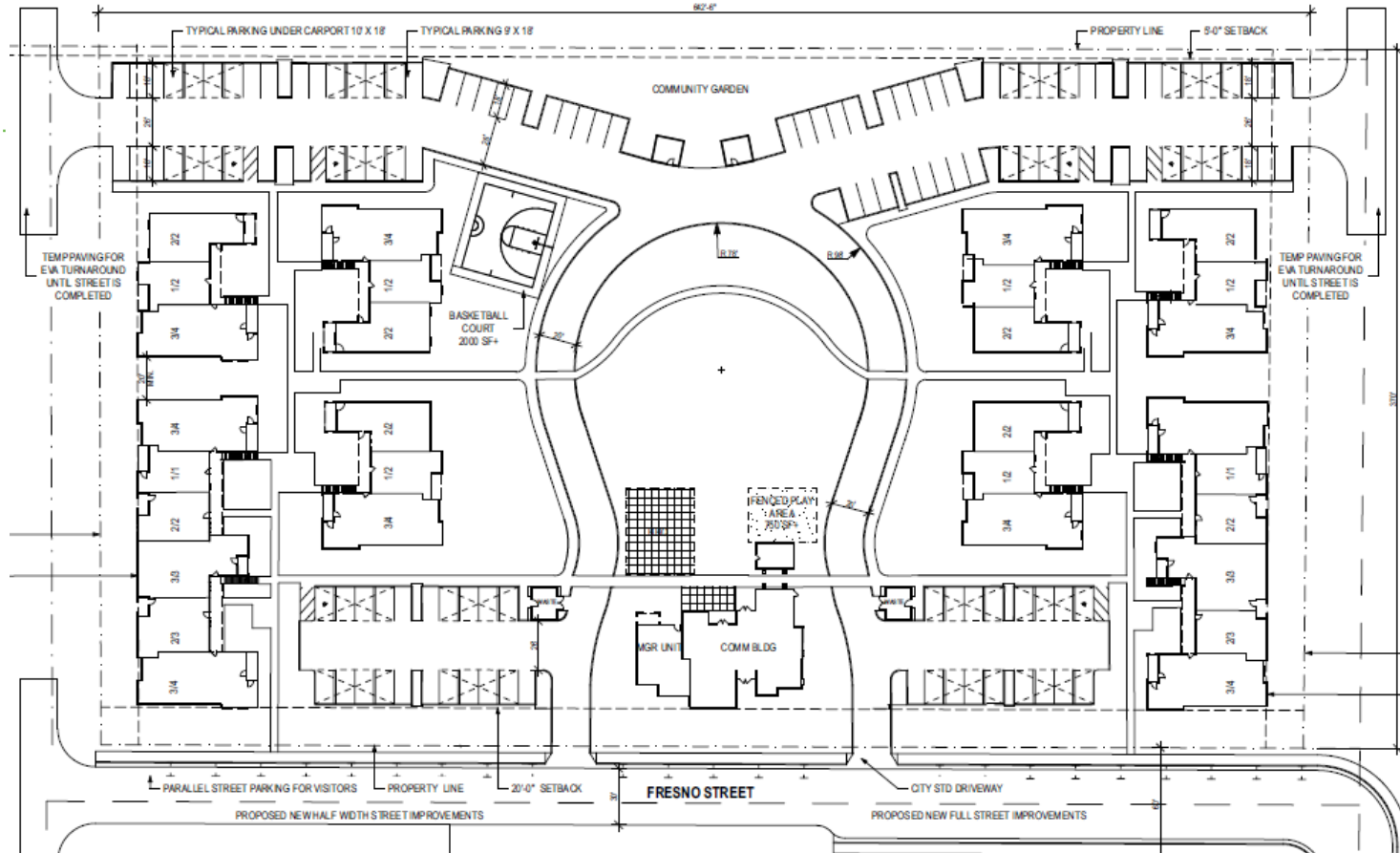


Corazón del Valle Commons (Huron) Aerial



FRESNO HOUSING

Corazón del Valle Commons (Huron) Site Plan



Corazón del Valle Commons Org Chart



Corazón del Valle Commons Sources & Uses

Corazón del Valle Commons Pro Forma Residential

Development Sources and Uses	
Sources of Funds	Amount 1/21/2021
Tax Exempt Perm Loan	\$ 2,033,000
Seller Carryback Loan	\$ 1
GP Certificated Credit Sale Loan	\$ 5,933,647
HCD Multifamily Housing Program Loan	\$ 11,398,771
Fresno Housing Capital Funds Loan	\$ 750,000
LIHTC Equity (TBD investor limited partner)	\$ 10,140,128
Total Sources of Funds**	\$ 30,255,547
Uses of Funds	Amount
Land Acquisition*	\$ 1
Construction Costs**	\$ 18,720,330
Site Improvements	\$ 3,434,800
Offsite Improvements	\$ 591,870
Hard/Soft Cost Contingencies	\$ 1,345,869
Permits/Impact Fees/etc.***	\$ 135,057
Professional Fees	\$ 1,330,500
Relocation	\$ 125,000
Loan Fees and other Soft Costs	\$ 1,454,667
Cost of Issuance/Financing Fees	\$ 506,945
Reserves	\$ 410,508
Developer Fee****	\$ 2,200,000
Total Uses of Funds	\$ 30,255,547

Draft as of 1/21/2021

Corazón del Valle Commons Pro Forma Non-Residential

Development Sources and Uses	
Sources of Funds	Amount 1/21/2021
LIHTC Equity (TBD investor limited partner)	\$ 1,806,000
Total Sources of Funds**	\$ 1,806,000
Uses of Funds	Amount
Community Building Construction	\$ 1,020,000
Commercial Space Construction	\$ 700,000
Hard Cost Contingency	\$ 86,000
Total Uses of Funds	\$ 1,806,000

*Draft as of 1/21/2021

Action Items for Consideration:

- Acceptance of MHP Award totaling \$11.4M
- Submission of CDLAC/CTCAC Applications
 - (Bonds and tax credits)
- Inducement Resolution for bond issuance
- Land Seller contribution at appraised value
- Provisions of RAD/Section 18 blend for rental assistance
- Approval of up to \$1M of FH Capital Funds



Questions?