



# Boards of Commissioners Meeting

May 25, 2021

# AGENDA

O (559) 443-8400

F (559) 445-8981

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

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

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

**5:00pm - May 25, 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/05252021JBM>**

**To join via teleconference, call: (669) 900-6833. Meeting ID: 984 4584 7612  
Passcode: 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](mailto: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 and Presentations**

*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. | Governance: Consideration of the Minutes of April 27, 2021<br><i>Approval of the minutes of the Board Meetings.</i>  | 5  |
| b. | Consideration of Operations Contract Renewal with Offices of Migrant Services – Parlier Migrant Center<br><i>Bi-Annual contract renewal for funding and operations for the Parlier Migrant Center.</i> | 11 |
| c. | Consideration of Amended HCD Standard Resolution – Corazon del Valle Commons<br><i>Amendment to HCD resolution approving Angelina Nguyen, Interim CEO, to be the authorized signatory.</i>             | 14 |

6. **Staff Presentations and Discussion Items**

- |    |  |    |
|----|--|----|
| a. | Overview of 2020 Mixed Finance Results<br><i>Staff will present the 2020 financial results for the Mixed Finance Properties.</i> | 22 |
| b. | Real Estate Development Update<br><i>Staff will make a presentation on upcoming Development activities.</i>                      | 29 |

7. **Closed Session**

- |    |   |  |
|----|---|--|
| a. | CONFERENCE WITH REAL ESTATE NEGOTIATORS<br>(Pursuant to Gov't Code §54954.5(b)) |  |
|----|---|--|

Address: 959 N. Parkway Drive, Fresno, CA (APN: 449-324-11)

Agency Negotiator: Housing Authority of the City of Fresno (HACF)

Negotiating Parties: HACF, Singh Daljit, Surinker Kaur  
Under Negotiation: Price and Terms

b. CONFERENCE WITH REAL ESTATE NEGOTIATORS  
(Pursuant to Gov't Code §54954.5(b))

Address: 933 N. Parkway Drive, Fresno, CA (APN: 449-335-32)

Agency Negotiator: Housing Authority of the City of Fresno (HACF)

Negotiating Parties: HACF, Naresh Patel, Ragini Patel  
Under Negotiation: Price and Terms

8. **Report on Closed Session Items**

9. **Action**

- a. Consideration of Assignment of Purchase and Sale Agreement to the City of Fresno with Right of First Refusal – Valley Inn 30

*Approval of the assignment of the purchase and sale agreement to the City of Fresno, and further negotiation of a right of first refusal with the City.*

- b. Consideration of Contract for Resident Safety Services 64

*Approval of contract for police services and authorization to seek and contract partnerships that promote safety, advocacy, and healing.*

10. **Governance**

- a. Commissioners' Report  
b. Executive Director's Report 81

11. **Adjournment**

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

**Tuesday, April 27, 2021**

**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, April 27, 2021, via teleconference.

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

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

ABSENT:       Caine Christensen, Vice Chair

The regular meeting was called to order at 5:03 p.m. by Board Chair, Commissioner Catalano, 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:     Cary Catalano Chair  
                  Stacy Sablan  
                  Joey Fuentes  
                  Valori Gallaher  
                  Edugiben Ortiz  
                  Sophia Ramos

ABSENT:       Nikki Henry, Vice Chair

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

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

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

**MOTION PASSED:** 6 - 0

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

**MOTION PASSED:** 5 - 0

## 3. PUBLIC COMMENT AND PRESENTATIONS

Donyell Wilkins, Fresno Housing resident, addressed a few safety issues to the Boards. There have been numerous requests on how the shooting incident at Parc Grove will be addressed. She mentioned that there have been talks about turning Parc Grove into a gated community or installing security cameras within the community. She wondered how many shootings have to happen before these initiatives are implemented. She also questioned when will speed bumps be put in place to prevent cars from speeding through the community. She asked for an open communication with the residents to ensure that their concerns are equally addressed.

Marc Cummins shared a few observations as a resident at Parc Grove Commons. He endorsed Donyell Wilkins comments regarding the safety of Parc Grove. He would like the Boards to follow-up with actions that will be taken in response to the shooting at Parc Grove. Although there have been improvements in lighting in the area, there are still several spots that would require better lighting. There is a need to install aggressive speed bumps to slow the traffic and prevent a potential accident. He would appreciate the installation of more security cameras with a notice or sign to deter crime in the area. He is appreciative of the new security team that has been added onto the property. He mentioned that the new Tow Trucking company has been overzealous and not working for the best interest of the community.

Commissioner Williams joined the meeting at 5:15 pm.

## 4. POTENTIAL CONFLICTS OF INTEREST

There were no potential conflicts of interest at this time.

## 5. CONSENT AGENDA

- a. Governance: Consideration of the Minutes of March 3, 2021 and March 23, 2021
- b. Consideration of Application Submission and Memorandum of Understanding – Solar on Multifamily Affordable Housing Program (SOMAH)

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

**MOTION PASSED:** 6 - 0

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

**MOTION PASSED:** 6 - 0

## 6. STAFF PRESENTATIONS AND DISCUSSION ITEMS

- a. Resident Safety and Empowerment Update

Angie Nguyen, Interim CEO/Executive Director, presented on this item.

Public Comment:

A letter was received from Eric Payne, Executive Director at Central Valley Urban Institute, prior to the commencement of the meeting. (Attachment A).

Eric Payne, Executive Director at Central Valley Urban Institute, urges the Boards to consider the comment made in the Letter previously sent to the Boards regarding this agenda item. He hopes the Boards will make a decisive action in response to the ongoing police killings and other violence toward Fresno Housing residents. He requested the Board to terminate the Police Contract. He firmly believes that administrative reforms are urgently needed on a range of policing issues. Staff's recommendation of "Option 1" is the solution in which they would strongly oppose. He strongly supports "Option 2". Start with terminating the Police Contract and reinvesting in residents by expanding resident services and four key programs the residents identified. These programs are reinvesting resources for workforce training, youth programming, tenant associations, and a Covid-19 recovery fund. There must be a commitment to keep all forms of discrimination out of the community. There have been residents from Legacy Commons that have shared their views on having alternatives to policing. They are seeking to reduce the practice of over-policing in low-income communities of color. He requested the Boards to use \$1 million, of the unrestricted reserves, towards resident services and the four programs mentioned.

- b. Real Estate Department Update

Michael Duarte, Chief Real Estate Department Officer, presented on this item.

## 7. CLOSED SESSION

Public Comment:

A letter was received from Eric Payne, Executive Director at Central Valley Urban Institute, prior to the commencement of the meeting. (Attachment B)

Eric Payne, Executive Director at Central Valley Urban Institute, reiterated the letter that was sent to the Boards prior to the meeting.

The Board of Commissioners entered closed session at 6:14 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to Government Code § 54954.5(b))  
Property: 2127 Inyo Street, Fresno, CA 93721 (APN: 468-252-04)  
Agency negotiator: Housing Authority of the City of Fresno (HACF)  
Negotiating parties: HACF, Panchal Ramesh, Kalpana  
Under negotiation: Price and Terms

- b. PUBLIC EMPLOYMENT  
Title: CEO

8. REPORT ON CLOSED SESSION MATTER

The Board returned from closed session at 7:22 pm.

Ken Price, General Counsel, stated there was nothing to report from closed session.

9. ACTION

- a. Consideration of the Job Description For Chief Executive Officer and Presentation by CEO Recruitment Firm

Emily De La Guerra, Chief Business Officer, and Gans, Gans & Associates presented on this item.

Public Comment:

Eric Payne, Executive Director at Central Valley Urban Institute, thanked the Board for their due diligence in the selection process to identify a firm to lead in the search of a new CEO. He mentioned the memo named “Priorities for New Chief Executive Officer” that was sent to the Board on February 4, 2021. He requested a transparent process with the selection of the Ad Hoc Committee. The new candidate must meet the needs of this community and must have a deep understanding of the experience and impacts of poverty.



**CITY MOTION:** Commissioner Yanez moved, seconded by Commissioner Williams to approve the job description for Chief Executive Officer and presentation by CEO Recruitment Firm.

**MOTION PASSED:** 6 - 0

**COUNTY MOTION:** Commissioner Sablan moved, seconded by Commissioner Ramos to approve the job description for Chief Executive Officer and presentation by CEO Recruitment Firm.

**MOTION PASSED:** 6 - 0

b. Consideration of Amended Salary Schedule and the CEO Compensation Range

Emily De La Guerra, Chief Business Officer, presented on this item.

**CITY MOTION:** Commissioner Vaillancourt moved, seconded by Commissioner Williams to approve the amended salary schedule and the CEO compensation range.

**MOTION PASSED:** 6 - 0

**COUNTY MOTION:** Commissioner Fuentes moved, seconded by Commissioner Gallaher to approve the amended salary schedule and the CEO compensation range.

**MOTION PASSED:** 6 - 0

## 10. GOVERNANCE

### a. Commissioners' Report

Commissioner Catalano:

- Thanked the County Commissioners for their work in the Ad Hoc meetings.
- There is a lot of progress being made towards the upcoming retreat and workshops.
- Thanks to staff for scheduling all the Ad Hoc meetings.

Commissioner Yanez

- Will have a conversation with staff regarding California Avenue Neighborhood this week.
- The conversation will center around the upcoming changes that are expected to take place and how to bring in more resident engagement during resident meetings she will be leading.

b. Executive Director's Report

- As a HomeKey grantee, Fresno Housing has been a recipient of additional funds and a letter recognizing Fresno Housing for its action and commitment to solving the homeless crisis that is impacting California.
- In October 2021, a soiree will be held in the Bay area to formally recognize Fresno Housing's Homekey Initiative.
- New hires:
  - o Jonita "Nita" Perry, Resident Services Coordinator
  - o Glenn Elizarde, Human Resources Analyst
- Promotions:
  - o Audrey Quintero, Wait List Specialist (promoted from Office Assistant II – Wait List)
  - o Lesley Verret, Senior Housing Specialist (promoted from Housing Specialist)
  - o Jennifer Vanderdussen, Senior Housing Specialist (promoted from Housing Specialist)
- Fresno Housing staff partnered with Fresno County Department of Public Health and United Health Centers, to provide an on-site COVID-19 Vaccine (Pfizer) mobile clinic to incoming residents and staff over the age of 18 who are interested on April 29th
- The Parlier Migrant Center officially opened for the season on Tuesday, April 13th.
- A new survey will be sent out about a potential in-person meeting in May.
- Meetings have and will continue to take place with Fresno City & County leaders to familiarize them with Angie Nguyen, Interim CEO/Executive Director.
- Resident empowerment strategies are being revised in regards to safety services and the Police contracts.
- The agency is exploring how to better Choice mobility using every possible strategy available in order to provide more opportunities to residents.

## 11. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 8:04 p.m.

---

Angie Nguyen, Secretary to 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](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angelina Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 2021

**AGENDA ITEM:** 5b

**AUTHOR:** Hilda Reeves

**SUBJECT:** Parlier Migrant Center – Contract No. 21-OMS-16177

2021/2022 – 2022/2023 Fiscal Year Operation and Maintenance

-

---

### Executive Summary

The purpose of this memo is to request the Board of Commissioners' approval of the 2021/2022 and 2022/2023 Operation and Maintenance Contract also known as Standard Agreement No. 21-OMS-16177, from the California Department of Housing and Community Development (HCD), Office of Migrant Services (OMS). The Operation and Maintenance Contract provides funding for the operation of the Parlier Migrant Center, which is a 131-unit housing complex for migrant farmworker families in Parlier, CA

Approval of this contract will provide operational funding for two consecutive years; July 1, 2021 – June 30, 2022 at up to \$796,308 and July 1, 2022 - June 30, 2023 at up to \$815,688 for a two-year operational amount of up to \$1,611,966.00. The total two-year contract is not to exceed \$1,611,996.00 and is being negotiated with California Department of Housing and Community Development (HCD) Office of Migrant Services (OMS). The prior two-year contract, in the amount of \$1,214,039.28 ends on June 30, 2021.

### Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the Parlier Migrant Center 2021/2022 – 2022/2023 operations contract No. 21-OMS-16177, in an amount not to exceed \$1,611,966.00, and authorizing Interim CEO, Angelina Nguyen, or Tracewell Hanrahan, Deputy Executive Director to execute the finalized standard agreement and any amendments to said contract from the California Department of Housing and Community Development, subject to approval of our general counsel.

### Fiscal Impact

Approval of this contract for the amount not to exceed \$1,611,996 enables receipt of funding from the California Department of Housing and Community

Development (HCD) as the two-year operation and maintenance contract for the Parlier Migrant Center as outlined in the attached.

**Background**

The Parlier Migrant Center (PMC) is a 131-unit migrant farm worker housing complex located in Parlier, CA. The facility is open seasonally to migrant farm workers and their families who have permanent residence over 50 miles from the center's location and who receive at least 50% of their income from agricultural employment. The annual operation and maintenance contract for PMC is funded through a contract with HCD, Office of Migrant Services (OMS). This center is the largest in the state, and has been in operation for over 30 years.

**RESOLUTION NO.**  
**BEFORE THE BOARD OF COMMISSIONERS OF THE**  
**Housing Authority of Fresno County**

**RESOLUTION APPROVING THE 2021-2023 FISCAL YEAR OPERATION AND  
MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT AND THE HOUSING AUTHORITY OF  
FRESNO COUNTY FOR THE PARLIER MIGRANT CENTER**

**CONTRACT # 21-OMS-16177**

**WHEREAS**, the California Department of Housing and Community Development has provided an Operation and Maintenance Contract, also known as a Standard Agreement, for the 2021-2023 Fiscal Year for the Parlier Migrant Center; and

**WHEREAS**, the Housing Authority of Fresno County, acting through its Board of Commissioners, having the authority to enter into this contract, desires to approve this Operation and Maintenance Contract for the 2021-2023 operation of the Parlier Migrant Center.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Commissioners of the Housing Authority of Fresno County, hereby approves the Operation and Maintenance Contract #21-OMS-16177 in an amount **not to exceed \$1,611,996.00** and authorizes Angelina Nguyen, Interim CEO or Tracewell Hanrahan, Deputy Executive Director to execute said contract, and any amendments to said contract, on behalf of the Housing Authority of Fresno County.

PASSED AND ADOPTED this 25<sup>th</sup> day of May, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed: \_\_\_\_\_  
[Name, Title]  
Housing Authority of Fresno County

## BOARD MEMO

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

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

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

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angie Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 2021

**AGENDA ITEM:** 5c

**AUTHOR:** Lela Schwartz

**SUBJECT:** Authorize Angelina Nguyen to be the Authorized Signer for the MHP Loan for Corazón del Valle Commons (fka Huron RAD)

---

### Executive Summary

The purpose of this memo is to request that Angelina Nguyen be recognized as the authorized signer of the Multifamily Housing Program (MHP) Loan for 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 (APNs: 075-330-02T, 075-330-07T). Staff envisions a mixed-use project with up to 3,500 square feet of commercial space. The targeted income for the site is 30% to 60% AMI.

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 were notified of award in December, 2020.

At the January 26, 2021 Board meeting, the Boards of Commissioners authorized the acceptance of the MHP loan in the amount of \$11,398,771 by the Housing Authority of Fresno County, CA in its role as the administrative general partner to the Huron Corazón del Valle Commons, LP, (the "Borrower").

HCD requires an updated resolution that specifies Angelina Nguyen will be the authorized signer as Interim CEO/Chief Programs Officer. This Board action will authorize Angelina Nguyen as the signer for the MHP Loan for Corazón del Valle Commons.

### Recommendation

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolution authorizing Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute documents in connection with the following approved actions:

1. Authorize Angelina Nguyen, the Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, 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

2. Provide for other matters related thereto.

### **Fiscal Impact**

No fiscal impact at this time.

### **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. Staff envisions a mixed-use project with sixty one (61) multifamily units, a community building and up to 3,500 sq. ft. of commercial space.

FH currently owns and manages 64 units of public housing elsewhere in Huron (between Cazares, Cazares II, and Huron Apartments); however, said 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.

### **Past Board Action**

- January 26, 2021 – Authorization to Submit CDLAC Application
- January 26, 2021 – Approval of RAD Section 18 Blend
- January 26, 2021 – MHP Loan Authorization OD-3 (Preston Prince as Authorized Signer)
- January 26, 2021 – Adopt Inducement Resolution
- 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

Resolution No. \_\_\_\_\_  
Corazón del Valle Commons

RESOLUTION OF THE MEMBERS OF  
HURON CORAZON DEL VALLE COMMONS AGP, LLC

**A majority of the commissioners of the Housing Authority of Fresno County, California, sole member and manager of the Huron Corazón del Valle Commons AGP, LLC**, a California Limited Liability Company (the "Limited Liability Company"), 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 under its Multifamily Housing Program (the "MHP") dated **July 15, 2020**; and

WHEREAS, the Limited Liability Company is authorized to do business in the State of California, and it is in the best interests of the Limited Liability Company and its **Commissioners** for the Limited Liability Company to act as the **Administrative** General Partner of **Huron Corazón del Valle Commons, LP**, a California limited partnership (the "Borrower"); and

WHEREAS, the Borrower has either received, or been assigned, a conditional commitment of funds under the above-described Notice of Funding Availability.

NOW, THEREFORE, IT IS RESOLVED: That the Limited Liability Company is hereby authorized to act as the **Administrative** General Partner of the Borrower in connection with the Department's loan of funds to the Borrower pursuant to the above-described Notice of Funding Availability in an amount not to exceed \$11,398,771 \_\_\_\_\_ (the "MHP Loan")

RESOLVED FURTHER: That in connection with the Borrower's MHP Loan, the Limited Liability Company is authorized and directed to enter into, execute, and deliver, as the **Administrative** General Partner of the Borrower, a State of California Standard Agreement, 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: That **Angelina Nguyen, Interim CEO/Chief Programs Officer or Tracewell Hanrahan, Deputy Executive Director of the Housing Authority of Fresno County, CA, sole member and manager of the Huron Corazón del Valle Commons AGP, LLC,** are hereby authorized to execute the MHP Loan Documents, and any amendment or modifications thereto, on behalf of the Limited Liability Company as the **Administrative** General Partner of the Borrower.

RESOLVED FURTHER: That this resolution shall take effect immediately upon its passage.

Passed and adopted, effective as of May 25, 2021 by the consent of the Members of the Limited Liability Company by the following vote:

\_\_\_AYES

\_\_\_NAYS

\_\_\_ABSTAIN

\_\_\_ABSENT

Signature of Attesting Officer: \_\_\_\_\_

Printed Name and Title of Attesting Officer: Cary Catalano, Chair

## CERTIFICATE OF THE SECRETARY

The undersigned, Secretary of **the Housing Authority of Fresno County, California, sole member and manager of the Huron Corazón del Valle Commons AGP, LLC** 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 the Limited Liability Company 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: May 25, 2021

Angelina Nguyen

Secretary

Resolution No. \_\_\_\_\_  
Corazón del Valle Commons

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 Corazón 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 **Angelina Nguyen, Interim CEO/Chief Programs Officer, or Tracewell Hanrahan, Deputy Executive Director**, 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 May 25, 2021, by the consent of the Board of Commissioners of the Agency by the following vote:

\_\_\_AYES

\_\_\_NAYS

\_\_\_ABSTAIN

\_\_\_ABSENT

Signature of Attesting Officer:

\_\_\_\_\_

Printed Name and Title of Attesting Officer:

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: May 25, 2021

Angelina Nguyen

Secretary

## BOARD MEMO

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

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

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

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angelina Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 2021

**AGENDA ITEM:** 6a

**AUTHOR:** Juan Lopez

**SUBJECT:** 2020 Financial Results for Mixed Finance Properties

---

### Executive Summary

The purpose of this memo is to present the Boards of Commissioners with an overview of the financial operating performance of the Mixed Finance portfolio as of December 31, 2020.

As part of the real estate development process, staff routinely asks the Boards of Commissioners to sponsor the development or rehabilitation of multi-family housing properties. The Boards have approved 31 developments throughout Fresno County that were included in the 2020 Budget. This group of properties are referred to as the “Mixed Finance Properties” because several (“mixed”) financing sources are used to acquire and construct the units. An attachment provided with this memo shows the operating performance of all properties included in the 2020 Budget.

As part of the “sponsorship” process, the Boards are 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 Authority) is generally named as the managing general partner (MGP) of the partnership.

One responsibility of the managing general partner is to review and approve the annual operating budgets and financial performance for the partnerships. However, because Fresno Housing was the original sponsor of these projects and has a vested interest in the success of the properties, staff is presenting the 2020 annual financial performance to Fresno Housing’s Boards of Commissioners. Subsequently, staff will ask Silvercrest Inc. to accept the financial results as the managing general partner of the limited partnerships.

### Mixed Finance Results

In 2020, the mixed finance properties operated better than budget, earning 5% higher total income while operating costs remained in line with the budget.

Overall, revenues were \$469 thousand better than budgeted, of which, \$599 thousand is attributable to additional Net Tenant Income. This additional income is a result of lower than budgeted vacancy rates at most of the properties.

Total operating expenses are slightly lower than budgeted by approximately \$198 thousand. The properties spent an additional \$328 thousand dollars on maintenance and repairs. Staff continues to monitor these expenses, as well as other costs, to ensure the properties can absorb potential increases without sacrificing in other areas. Other variances include payroll and tenant services expenses, mostly due to delays in hiring due to the COVID-19 pandemic.

Overall, net operating income was approximately \$667 thousand over the original budget. Net Cash Flow was \$854 thousand more than originally budgeted. Below is a summary of the 2020 Mixed Finance portfolio financial results.

	Budget	Actual	\$ Variance	% Variance
<b>2020 MIXED FINANCE BUDGET</b>				
NET TENANT INCOME	17,580,765	18,180,286	599,521	3%
TOTAL OTHER INCOME	398,148	267,764	(130,384)	-33%
<b>TOTAL INCOME</b>	<b>17,978,913</b>	<b>18,448,050</b>	<b>469,137</b>	<b>3%</b>
TOTAL PAYROLL EXPENSES	3,556,393	3,270,756	(285,637)	-8%
TOTAL ADMINISTRATIVE EXPENSES	2,608,895	2,501,648	(107,247)	-4%
TOTAL TENANT SERVICES EXPENSES	1,008,912	809,294	(199,618)	-20%
TOTAL UTILITY EXPENSES	2,280,589	2,328,111	47,522	2%
TOTAL MAINTENANCE EXPENSES	3,007,279	3,335,614	328,335	11%
TOTAL TAXES & INSURANCE EXPENSES	827,995	846,946	18,951	2%
<b>TOTAL OPERATING EXPENSES</b>	<b>13,290,063</b>	<b>13,092,369</b>	<b>(197,694)</b>	<b>-1%</b>
<b>NET OPERATING INCOME</b>	<b>4,688,850</b>	<b>5,355,680</b>	<b>666,830</b>	<b>14%</b>
TOTAL NON-OPERATING EXPENSES	3,036,781	2,849,348	(187,433)	-6%
<b>NET CASH FLOW</b>	<b>1,652,069</b>	<b>2,506,332</b>	<b>854,263</b>	<b>52%</b>

Each property is managed as a separate and independent financial entity and, at the very least, should be able to sustain itself and achieve positive net operating income. Beyond that, the major goals of the 2020 budgets were to:

- Leverage 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; and
- Provide services to residents;

Staff has developed reporting mechanisms and key performance indicators to monitor property performance, based on industry best practices. As part of the 2020 mixed finance budget process, staff categorized each property as low, standard, or high performers using *net operating income*, per unit, as a key indicator. *Net operating income* is used as the basis of measuring performance instead of *net cash flow* because it shows the basic financial health of the properties and whether or not there is enough operating revenue to cover operating expenses. In an effort to better capture the financial health and performance of the properties, staff will now use *cash flow after debt service* as a key indicator. This factors in *net operating income* minus any required mortgage payments, which provides a better comparison for properties that may have a permanent mortgage. Non-operating expenses, including capital improvements that will be paid from reserves and distributions from accumulated cash flow, are often time non-recurring and extraordinary expenses that reduce *net cash flow*, but are not indicative of the properties' overall financial stability.

Based on 2020 financial operating performance, twenty-seven properties were identified as "high performers", three as "standard performers", and one as "low performer". The "standard performing" properties are Yosemite Village, Paseo 55, and Blossom Trail Commons. The "low performing" property is Renaissance at Alta Monte. Another property that shows negative cash flow, Renaissance at Santa Clara, was mainly due to replacement reserve-funded expenses. Below is a summary of portfolio performance from 2017 to 2020.

	<b>2017 Results</b>	<b>2018 Results</b>	<b>2019 Results</b>	<b>2020 Budget</b>	<b>2020 Results</b>
High Performers	20	24	25	25	27
Standard Performers	3	1	4	6	3
Low Performers	0	0	0	0	1
<b>Total</b>	<b>23</b>	<b>25</b>	<b>29</b>	<b>31</b>	<b>31</b>

Staff will continue to monitor operations and develop action plans to improve property financial performance.

### **2020 Cash Flow Distributions**

The Agency and its affiliated entities (Housing Relinquished Fund Corporation and Silvercrest, Inc.) receive annual cash flow distributions from various properties. These annual distributions (also called "the waterfall") vary by property and are based on annual operating performance and fees negotiated as part of each partnership's Limited Partnership Agreement. Of the \$2.5 million in 2020 net cash flow, \$1.7 million will be distributed to Fresno Housing and its affiliates, which represents a \$14 thousand decrease from 2019. The remaining cash flow will be distributed to other investors and lenders.



<b>Entity</b>	<b>Amount</b>	<b>Type of Payment</b>
HRFC	696,585	Loan Payments
Silvercrest, Inc.	384,200	Management Fees
Fresno Housing	627,104	Developer Fee, Loan Payments
<b>Total</b>	<b>1,707,889</b>	

### **Recommendation**

This item is information only. No action is required from the Boards of Commissioners of Fresno Housing. The Board of Directors for Silvercrest, Inc. will be asked to accept the 2020 Mixed Finance Results.

### **Background Information**

The 2020 Mixed Finance Operating Budgets were approved by the Board of Directors of Silvercrest, Inc. with revenues of \$18 million and operating and non-operating expenses totaling \$16.3 million, resulting in total net operating income of approximately \$1.65 million.

Fresno Housing  
2020 Mixed Finance Results

Property Name	Yosemite Village	Parc Grove Northwest	Granada Commons	Parc Grove Commons II	Renaissance at Trinity	Renaissance at Santa Clara	Renaissance at Alta Monte	Bridges at Florence	City View @ Van Ness	Mendota RAD	Orange Cove RAD	Fresno RAD
# Of Units	69	148	16	215	20	70	30	34	45	124	90	193
<b>INCOME</b>												
NET TENANT INCOME	694,294	1,627,591	131,509	2,331,528	211,147	682,112	289,789	257,582	358,989	1,196,550	841,695	1,676,223
TOTAL OTHER INCOME	5,332	43,672	709	2,309	5,581	32,908	15,479	75	4,494	1,382	150	986
<b>TOTAL INCOME</b>	<b>699,626</b>	<b>1,671,263</b>	<b>132,218</b>	<b>2,333,837</b>	<b>216,728</b>	<b>715,020</b>	<b>305,268</b>	<b>257,657</b>	<b>363,483</b>	<b>1,197,932</b>	<b>841,845</b>	<b>1,677,209</b>
<b>EXPENSES</b>												
TOTAL PAYROLL EXPENSES	187,442	222,906	23,898	338,362	51,116	145,950	60,847	46,591	68,273	194,159	146,219	374,768
TOTAL ADMINISTRATIVE EXPENSES	94,771	104,252	29,199	144,707	51,583	112,165	48,500	36,360	66,924	168,022	123,516	269,101
TOTAL TENANT SERVICES EXPENSES	30,013	49,563	7,000	80,694	6,900	31,260	11,496	16,338	97	73,028	51,566	80,663
TOTAL UTILITY EXPENSES	103,509	167,765	15,315	237,589	41,121	100,743	69,511	36,452	48,620	195,679	125,089	189,456
TOTAL MAINTENANCE EXPENSES	217,544	235,326	12,330	333,509	34,805	232,486	119,199	37,680	38,904	208,526	151,566	353,667
TOTAL TAXES & INSURANCE EXPENSES	24,703	37,630	6,241	48,023	6,942	15,894	10,717	17,621	24,419	42,610	48,381	76,562
<b>TOTAL OPERATING EXPENSES</b>	<b>657,982</b>	<b>817,442</b>	<b>93,983</b>	<b>1,182,884</b>	<b>192,467</b>	<b>638,498</b>	<b>320,270</b>	<b>191,042</b>	<b>247,237</b>	<b>882,024</b>	<b>646,337</b>	<b>1,344,217</b>
<b>NET OPERATING INCOME</b>	<b>41,644</b>	<b>853,821</b>	<b>38,235</b>	<b>1,150,953</b>	<b>24,261</b>	<b>76,522</b>	<b>-15,002</b>	<b>66,615</b>	<b>116,246</b>	<b>315,908</b>	<b>195,508</b>	<b>332,992</b>
<b>NON-OPERATING EXPENSES</b>												
TOTAL NON-OPERATING EXPENSES	35,319	591,559	13,124	676,225	15,270	115,460	24,253	32,778	94,261	229,263	17,275	28,967
<b>CASH FLOW</b>	<b>6,325</b>	<b>262,262</b>	<b>25,111</b>	<b>474,728</b>	<b>8,991</b>	<b>-38,938</b>	<b>-39,255</b>	<b>33,837</b>	<b>21,985</b>	<b>86,645</b>	<b>178,233</b>	<b>304,025</b>

Fresno Housing  
2020 Mixed Finance Results

Property Name	Viking Village RAD	Marion Villas	Pacific Gardens	Legacy Commons I	541 @ South Tower & Cedar Heights	Rio Villas	Paseo 55	Villa Del Mar	Elderberry	Kings River Commons	Cueva de Oso	Fenix @ Calaveras & Fenix @ Glenn
# Of Units	40	46	56	64	45	30	55	48	75	60	47	30
<b>INCOME</b>												
NET TENANT INCOME	363,845	348,842	484,523	560,190	298,401	288,378	436,298	475,256	536,482	437,822	419,863	220,944
TOTAL OTHER INCOME	323	7,061	4,021	20,174	135	1,821	440	825	762	41,147	450	1,359
<b>TOTAL INCOME</b>	<b>364,168</b>	<b>355,903</b>	<b>488,544</b>	<b>580,364</b>	<b>298,536</b>	<b>290,199</b>	<b>436,738</b>	<b>476,081</b>	<b>537,244</b>	<b>478,969</b>	<b>420,313</b>	<b>222,303</b>
<b>EXPENSES</b>												
TOTAL PAYROLL EXPENSES	59,001	75,526	102,509	94,203	49,298	45,239	94,384	68,499	56,751	84,632	77,184	42,077
TOTAL ADMINISTRATIVE EXPENSES	68,528	54,996	136,397	57,083	26,020	40,706	84,320	59,186	63,210	43,460	74,173	37,841
TOTAL TENANT SERVICES EXPENSES	15,550	23,020	15,536	23,463	16,417	12,500	21,600	16,225	158	15,750	31,286	11,600
TOTAL UTILITY EXPENSES	44,889	58,723	54,866	77,172	36,444	24,598	59,037	57,287	68,841	54,183	40,635	27,570
TOTAL MAINTENANCE EXPENSES	69,566	45,947	97,912	101,730	44,152	40,535	69,623	99,802	118,747	44,344	74,735	31,108
TOTAL TAXES & INSURANCE EXPENSES	33,527	17,815	18,272	40,274	20,201	14,779	86,297	15,917	15,952	40,857	35,094	3,877
<b>TOTAL OPERATING EXPENSES</b>	<b>291,061</b>	<b>276,027</b>	<b>425,492</b>	<b>393,925</b>	<b>192,532</b>	<b>178,357</b>	<b>415,261</b>	<b>316,916</b>	<b>323,659</b>	<b>283,226</b>	<b>333,107</b>	<b>154,073</b>
<b>NET OPERATING INCOME</b>	<b>73,107</b>	<b>79,876</b>	<b>63,052</b>	<b>186,439</b>	<b>106,004</b>	<b>111,842</b>	<b>21,477</b>	<b>159,165</b>	<b>213,585</b>	<b>195,743</b>	<b>87,206</b>	<b>68,230</b>
<b>NON-OPERATING EXPENSES</b>												
TOTAL NON-OPERATING EXPENSES	25,456	6,339	24,166	176,783	31,528	9,962	10,666	116,816	124,853	115,199	372	27,129
<b>CASH FLOW</b>	<b>47,651</b>	<b>73,537</b>	<b>38,886</b>	<b>9,656</b>	<b>74,476</b>	<b>101,880</b>	<b>10,811</b>	<b>42,349</b>	<b>88,732</b>	<b>80,544</b>	<b>86,834</b>	<b>41,101</b>

Fresno Housing  
2020 Mixed Finance Results

Property Name	Legacy Commons II	Renaissance at Parc Grove	Blossom Trail Commons	Magnolia Commons	Oak Grove Commons	Mariposa Commons	Orchard Apartments	Total
# Of Units	64	39	48	60	56	40	40	1997
<b>INCOME</b>								
NET TENANT INCOME	484,190	395,418	368,682	517,639	530,303	338,389	375,812	18,180,286
TOTAL OTHER INCOME	3,210	56,944	3,538	6,119	5,010	2,602	-1,254	267,764
<b>TOTAL INCOME</b>	<b>487,400</b>	<b>452,362</b>	<b>372,220</b>	<b>523,758</b>	<b>535,313</b>	<b>340,991</b>	<b>374,558</b>	<b>18,448,050</b>
<b>EXPENSES</b>								
TOTAL PAYROLL EXPENSES	99,170	76,530	77,551	71,670	105,336	56,558	74,107	3,270,756
TOTAL ADMINISTRATIVE EXPENSES	49,269	86,564	76,136	93,516	111,483	50,045	39,615	2,501,648
TOTAL TENANT SERVICES EXPENSES	23,100	47,182	42,202	23,604	22,587	7,030	1,867	809,294
TOTAL UTILITY EXPENSES	76,722	57,396	86,112	55,176	67,019	33,491	17,101	2,328,111
TOTAL MAINTENANCE EXPENSES	78,714	67,841	55,223	68,170	71,844	87,999	92,080	3,335,614
TOTAL TAXES & INSURANCE EXPENSES	-21,931	24,581	8,787	9,845	50,924	57,208	14,927	846,946
<b>TOTAL OPERATING EXPENSES</b>	<b>305,044</b>	<b>360,094</b>	<b>346,011</b>	<b>321,981</b>	<b>429,193</b>	<b>292,331</b>	<b>239,697</b>	<b>13,092,369</b>
<b>NET OPERATING INCOME</b>	<b>182,356</b>	<b>92,268</b>	<b>26,209</b>	<b>201,777</b>	<b>106,120</b>	<b>48,660</b>	<b>134,861</b>	<b>5,355,680</b>
<b>NON-OPERATING EXPENSES</b>								
TOTAL NON-OPERATING EXPENSES	174,852	15,056	7,567	796	12,711	8,230	87,113	2,849,348
<b>CASH FLOW</b>	<b>7,504</b>	<b>77,212</b>	<b>18,642</b>	<b>200,981</b>	<b>93,409</b>	<b>40,430</b>	<b>47,748</b>	<b>2,506,332</b>

## BOARD MEMO

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

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

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

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angelina Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 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](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angie Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 2021

**AGENDA ITEM:** 9a

**AUTHOR:** Lela Schwartz

**SUBJECT:** Consideration of Assignment of Purchase and Sale Agreement to the City of Fresno with Right of First Refusal – Valley Inn

---

### Executive Summary

The purpose of this memo is to approve Assignment of a Purchase and Sale Agreement (PSA) for the Valley Inn Motel property located at 933 N. Parkway Drive, Fresno, CA 93728 (APN: 449-335-32) to the City of Fresno and further negotiation of a Right of First Refusal with the City of Fresno.

The Valley Inn Motel consists of 107 motel rooms and commons facilities on approximately 2.42 acres and is located on the Parkway Drive corridor in close proximity to Fresno Housing (FH)'s operating Project Homekey sites. As part of the collaborative Homekey and CARES Act planning efforts between FH and the City of Fresno, the motel was identified as a possible site of interest.

On March 5, 2021, FH entered into a Purchase and Sale Agreement with the Seller, Naresh Patel and Ragini Patel, which is subject to FH Board approval, to potentially acquire said property for \$6,995,000. The Purchase and Sale Agreement provided FH with site control of the subject property and allowed time to consider potential feasibility in partnership with the City of Fresno. Since entering into the PSA, FH has conducted some initial due diligence including Appaisal, environmental review and physical condition assessments.

It is possible that the City of Fresno may desire to move forward with the acquisition of this property on their own behalf and has requested that FH Assign its interest in the PSA as Buyer to the City of Fresno. As part of the Assignment Agreement, FH will negotiate with the City of Fresno a Right of First Refusal Agreement to co-develop or purchase the property if the City of Fresno elects to redevelop or dispose of the Property in the future.

### Fiscal Impact

The Purchase and Sale Agreement required a \$20,000 Earnest Money Deposit within 5 days of execution of the agreement. FH has incurred approximately \$30,000 in due diligence expenses including environment reports, appraisals, and inspections. As part of the Assignment Agreement, the City would reimburse FH for the initial deposit and the incurred due diligence expenses.

**Recommendation**

It is recommended that the Board of Commissioners approve and authorize Assignment of the Purchase and Sale Agreement with Naresh Patel and Ragini Patel for real property located at 933 N. Parkway Drive. in Fresno (APN 449-335-32) at a purchase price of \$6,955,000 to the City of Fresno, and authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute documents in connection with the approved action.

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

**BEFORE THE BOARD OF COMMISSIONERS OF THE**

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

**RESOLUTION AUTHORIZING APPROVAL OF ASSIGNMENT OF THE PURCHASE AND  
SALE AGREEMENT (PSA) WITH NARESH PATEL AND RAGINI PATEL, FOR REAL  
PROPERTY LOCATED AT 933 N. PARKWAY DRIVE, FRESNO, CA 93728 (APN: 449 335 32)  
TO THE CITY OF FRESNO AND RIGHT OF FIRST REFUSAL**

WHEREAS, the Housing Authority of City of Fresno, California (the “Agency”) seeks to expand the availability of affordable rental housing and homeownership opportunities to low income persons within Fresno County; and

WHEREAS, the Agency desires to support housing opportunities for low and moderate income households within a variety of neighborhoods and to improve under-invested neighborhoods; and

WHEREAS, the Agency has entered into a Purchase and Sale Agreement (PSA) with Naresh Patel and Ragini Patel (“the Seller”) on March 5, 2021 to acquire real property located at 933 N Parkway Drive, Fresno, California (APN: 449 335 32) in the City of Fresno; and

WHEREAS, the Purchase and Sale Agreement has a purchase price of \$6,995,000 for real property consisting of 107 motel rooms and common area facilities on approximately 2.42 acres; and

WHEREAS, as part of the Assignment Agreement with the City of Fresno, FH will be reimbursed for the initial \$20,000 earnest deposit and other due diligence expenses incurred; and

WHEREAS, the subject property acquisition could complement the Project Homekey work in partnership with the City of Fresno; and

WHEREAS, the Agency desires to enter into an Assignment Agreement for the Purchase and Sale Agreement with the City of Fresno to transfer its Buyer interests and obligations; and



WHEREAS, the Agency desires to negotiate a Right of First Refusal with the City of Fresno;  
and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby approve and authorize Assignment of the Purchase and Sale Agreement with Naresh Patel and Ragini Patel for real property (APN: 449 335 32) to the City of Fresno and further negotiate a Right of First Refusal with the City of Fresno and authorize Angelina Nguyen, Interim CEO/Chief Programs Officer, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute all related documents.

PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF MAY 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:

---

Angelina Nguyen, Secretary of the Boards of Commissioners

**ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT  
WITH RIGHT OF FIRST REFUSAL**

THIS ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT WITH RIGHT OF FIRST REFUSAL (this "Assignment") is made and entered into this \_\_\_\_\_ day of May, 2021 (the "Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF FRESNO, a California public body corporate and politic ("Assignor"), and the CITY OF FRESNO, a California municipal corporation ("Assignee"). All capitalized terms used in this Assignment shall have the same meanings as set forth in the Purchase Agreement (defined below).

**RECITALS:**

A. Assignor, as buyer, and NARESH PATEL AND RAGINI PATEL, as seller ("Seller"), are parties to that certain Purchase and Sale Agreement and Addendum to Purchase and Sale Agreement dated March 5, 2021 (collectively, the "Purchase Agreement") for a 29,646 square-foot motel known as the Valley Inn, located at 933 N. Parkway Drive, Fresno, CA 93728, Fresno County APN 449-343-07 (the "Property"). The Purchase Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.

B. Assignor's mission is, in part, to support families and individuals by providing access to quality affordable housing within the City and County of Fresno.

C. The Purchase Agreement permits Assignor, as Buyer, to assign Buyer's rights, title, obligations, and interest under the Purchase Agreement to a third party without Seller's consent.

D. Pursuant to the Purchase Agreement, Assignor has deposited \$20,000.00 into escrow to apply to the Purchase Price for the Property (the "Deposit").

E. Assignor now desires to assign and delegate to Assignee, and Assignee desires such assignment and delegation of, all of its rights, interests, and obligations under the Purchase Agreement for the Property pursuant to the terms and subject to the conditions set forth in this Assignment.

F. As partial consideration for the assignment described herein, concurrently herewith, Assignee is granting Assignor a "Right of First Refusal" provided hereinbelow.

G. On May 25, 2021, Assignor's Board of Directors authorized the assignment and delegation of the Purchase Agreement to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Delegation. Pursuant to the Purchase Agreement, Assignor may assign its interest in the Property without Seller's consent. Effective as of the Effective Date, Assignor hereby assigns all of its rights, interests, and obligations under the Purchase Agreement to Assignee, and delegates to Assignee all of its duties, responsibilities,

and obligations under the Purchase Agreement relating to the Property. Any reference to "Buyer" in the Purchase Agreement shall apply to Assignee.

2. **Acceptance of Assignment and Delegation.** Effective as of the Effective Date, Assignee hereby accepts Assignor's assignment of all of Assignor's rights, interest, and obligations under the Purchase Agreement and hereby accepts Assignor's delegation of all of Assignor's duties, responsibilities, and obligations under the Purchase Agreement. On and after the Effective Date, Assignee shall perform all of the duties, responsibilities, and obligations of Assignor under the Purchase Agreement except that Assignee's Board of Directors must agree to accept the Property prior to the Close of Escrow, as defined in the Purchase Agreement. Assignee covenants that it (1) approves, ratifies and confirms all terms, covenants, conditions and provisions of this Assignment, (2) will perform at Assignee's own expense all duties and obligation imposed on Assignee by the Assignment, and (3) expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, duties, and obligations, required to be kept, performed, and fulfilled by Buyer under the Purchase Agreement on and after the Effective Date.

3. **Deposit: Reimbursement.** Upon the Closing of Escrow, as defined in the Purchase Agreement, the Assignee shall prepare and execute an escrow instruction instructing the Escrow Holder to remit the following funds to Assignor: (1) the full amount of the Deposit; (2) as valuable consideration for this Assignment, the sum of One Dollar (\$1.00); and (3) reimbursement of due diligence expenses in the amount of \$29,645.00 as more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference. In the event that Assignor does not receive such funds either prior to the Close of Escrow through electronic deposit or cashier's check as specified in this Section 3, this Assignment shall be void and the obligations contained herein shall be of no force and effect.

4. **Right of First Refusal.**

(a) Concurrent to the time that Seller conveys fee title to the Property to the City until May 31, 2031 (the "Option Period"), Assignee shall not sell or agree to sell any portion of the Property to a third party without first offering the Property to Assignor. The word "sell" shall include any transfer, conveyance, or assignment of all or any portion of the Property or any portion of Assignee's interest in the Property. The word "sell" shall not include any transfer, conveyance or assignment of the Property, or any portion thereof, or any portion of Assignor's interest in the Property, to an affiliate of Assignee. For purposes of this Agreement, "affiliate" shall mean, with respect to any person, all persons directly or indirectly controlling, controlled by or under common control with such person, where control may be by either management authority, contract or equity interest.

(b) Before Assignee sells or agrees to sell all or any portion of the Property at any time during the Option Period, Assignee shall offer (the "Offer") to sell the Property to Assignor, in writing and on terms and conditions substantially identical to those proposed for the sale of the Property to any bona fide third party ("BFP"). The Offer shall, at a minimum, include the following information: (i) the purchase price proposed for the sale to the BFP; (ii) the method of purchase price payment; (iii) the amount and terms of any proposed seller financing in connection with the proposed purchase; (iv) the amount of any earnest money deposit; (v) the time and location for the close of escrow; (vi) the name of the proposed BFP;

(vii) the mailing address of the BFP; (viii) evidence that the proposed BFP has the financial ability to consummate the sale; and (ix) the other material terms and conditions of the proposed sale of the Property.

(c) Assignor shall have sixty (60) calendar days from the date of the Offer to accept the Offer (the "Acceptance Period") by delivering to Assignee the written acceptance at any time during the Acceptance Period on or before 5:00 p.m. on the last day of the Acceptance Period. If Assignor fails to accept the Offer on or before the last day of the Acceptance Period, the Offer shall be deemed to be rejected.

(d) If Assignee accepts any Offer, Assignor shall have sixty (60) calendar days following acceptance of the Offer (the "Closing Period") to consummate the purchase of the Property pursuant to the terms and conditions of the Offer. If Assignor fails to consummate the purchase of the Property within the Closing Period for any reason unrelated to Assignee's inaction, misconduct or delays, any earnest money paid by Grantee pursuant to the acceptance shall be paid to Assignee as Assignee's liquidated damages, and the agreement to purchase the Property shall be terminated. After that termination, Assignee shall be free to enter into an agreement concerning the sale of the Property with a third party on terms that are not materially less favorable to Assignee than those set forth in the Offer. If Assignee desires to sell the Property on terms materially less favorable to Assignee than those contained in the Offer, Assignee shall again Offer to sell the Property to Assignor in accordance with the terms set forth in this paragraph.

(e) Within twenty (20) days of Seller conveying a grant deed for the Property to City, the parties shall execute a Memorandum of Right of First Refusal materially similar to Exhibit "C", attached hereto and incorporated herein by this reference.

5. **Indemnification**. Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, liabilities, damages, expenses, or claims, including without limitation reasonable attorney fees, arising from or in connection with the Purchase Agreement after the Effective Date of this Assignment.

6. **Further Assurances**. Each party shall, at its own cost and expense, execute and deliver any such further documents and instruments and shall take such other actions as may be reasonably necessary to carry out this Assignment.

7. **Governing Law**. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California (without regard to the conflicts of laws provisions thereof).

**[Continued on the following page]**

8. **Counterpart Execution**. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

**“Assignor”**

HOUSING AUTHORITY OF THE CITY OF  
FRESNO, a California public body corporate  
and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“Assignee”**

CITY OF FRESNO, a California municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT "A"**

### **THE PURCHASE AGREEMENT**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is effective as of March, 5<sup>th</sup>, 2021, (the "Effective Date") by and between NARESH PATEL and RAGINI PATEL (collectively, "Sellers"), and the HOUSING AUTHORITY OF THE CITY OF FRESNO, a public body corporate and politic ("Buyer"), with reference to the following facts.

### RECITALS

A. Sellers are the fee simple owner of that motel known as Valley Inn, comprised of approximately 29,646 square feet of buildings located at 933 N. Parkway Drive, Fresno, California 93728, Assessor Parcel Number 449-335-32, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Buyer's mission is, in part, to provide affordable housing to the people of the City of Fresno.

C. Sellers desire to sell the Property to Buyer, and Buyer desires to purchase the Property from Sellers subject to the conditions enumerated in this Agreement.

D. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's completion, with Sellers' cooperation, of environmental review, including, but not limited to, review under the California Environmental Quality Act and the National Environmental Policy Act, as Buyer determines to be necessary in Buyer's sole discretion (the "Environmental Review"). Any expense incurred by Buyer in conjunction with any Environmental Review shall be solely incurred by Buyer.

NOW THEREFORE, in consideration of the foregoing Recitals, which are deemed true and correct and incorporated herein by this reference, and of the covenants and provisions contained in this Agreement, the parties hereto agree as follows:

1. Agreement to Sell and Purchase Property. Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, subject to the terms and conditions of this Agreement, the Property.

2. Property. The Property shall include (i) all buildings and structures located thereon, if any; (ii) all of the contracts, documents and materials associated with the Property, including, but not limited to, the following: (A) all land use approvals, conditional use permits, building permits, and other governmental permits and approvals of any nature obtained in connection with the Property; (B) all architectural design, construction, engineering and consulting contracts, and development agreements, and any and all amendments, modifications, supplements, addenda, and general conditions thereto, relating to the Property entered into by Sellers and any contractor; (C) all plans and specifications, architectural and engineering drawings, shop drawings, working drawings, prints, surveys, reports, studies, amendments, modifications, changes, supplements, general conditions, and addenda and other documents relating to the Property; (D) all licenses, permits, and other approvals issued by any state, federal, or local authority relating to the Property; and (E) all service, maintenance, management or other contracts related to ownership or operation of the Property, at Buyer's sole discretion;

(iii) all water lines and systems appurtenant to the Property; (iv) all easements and rights-of-way relating to or appurtenant to the Property, including any right, title and interest of Sellers in and to adjacent streets, alleys, rights-of-way, etc.; (v) all rights to groundwater or rights that the Property may have to receive surface water from any source; (vi) all wells and related pumps and motors located on the Property; (vii) all minerals, oils, gas, and other hydrocarbons located on or under the Property; (viii) all Sellers' interest in and to all ground leases and leasehold interests or rents and security deposits; and (ix) any and all other improvements to the Property, fixtures, furniture, equipment and all other personal property that Sellers may have any interest in as may be appurtenant or affixed thereto. Seller shall deliver the Property free and clear of all liens, taxes and encumbrances, unless specifically waived by the Buyer in writing.

3. Purchase Price Amount; Deposit.

(a) The purchase price for the Property shall be a total of SIX MILLION NINE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$6,955,000.00) (the "**Purchase Price**").

(b) Within five (5) days of the execution of this Agreement, Buyer shall make a deposit of TWENTY THOUSAND DOLLARS AND NO/100 CENTS (\$20,000.00) (the "**Deposit**") with Title Company (as defined below). The Deposit shall become non-refundable after the Due Diligence Period ends (the 181<sup>st</sup> day after the Effective Date of this Agreement) and shall be credited towards the Purchase Price upon the Closing (as defined below).

(c) Upon the Closing, Title Company shall transmit the entire Purchase Price to Sellers.

4. Buyer's Inspections.

(a) Sellers shall provide Buyer, and Buyer's agents, employees, and representatives (collectively "**Buyer's Agents**"), for ten (10) days from the Effective Date (the "**Inspection Period**"), with reasonable access to the Property, and each portion thereof, to allow Buyer or Buyer's Agents, or both, to investigate, inspect, and to conduct such tests upon the Property, and each portion thereof, as Buyer deems necessary or advisable, including, without exception, a building inspection, Phase 1 and/or Phase 2 environmental assessments, and soil testing (collectively "**Buyer's Inspections**"). Buyer is aware there are residents within the subject units on the Property, and neither Buyer nor Sellers may have access to all of the rooms at any single time. Sellers shall reasonably cooperate with Buyer and Buyer's Agents in the carrying out any and all of Buyer's Inspections.

(b) Sellers shall transmit to Buyer as soon as possible, but in no event later than the end of the Inspection Period, any and all information, including but not limited to data, studies, and reports, as well as any other information Sellers have in their possession regarding the Property (the "**Diligence Documents**"). A list of the specific Diligence Documents required is attached hereto and included herein as **Exhibit B**. Said documents shall be provided prior to the start of the Inspection Period.



(c) In addition to the Inspection Period, Buyer shall have an additional one hundred seventy (170) -day due diligence period (collectively, a total of 180 days) to determine whether or not the Property meets requirements imposed by the California Department of Housing and Community Development, City of Fresno, County of Fresno or other Agencies and complete all due diligence at Buyer's sole discretion (the "**Due Diligence Period**").

(d) Buyer shall indemnify, defend, and hold Sellers, and Sellers' employees, agents, successors, and assigns, and each of them, harmless from and against any and all claims, demands, losses, costs, expenses, damages, recoveries, deficiencies, liabilities, and liens (including, without limitation, the defense thereof and all reasonable attorneys', paralegals', and other professionals' fees and costs) that may arise, result from, or be attributable to the acts or omissions of Buyer or Buyer's Agents, or both, in performing or preparing the Buyer's Inspections.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL TAKE TITLE TO THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, IT BEING UNDERSTOOD THAT SELLERS ARE NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY PORTION THEREOF, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN WRITING AND PROVIDED TO BUYER. BUYER ACKNOWLEDGES THAT PURSUANT TO THE TIME PERIODS STATED HEREIN OR BY THE CLOSE OF ESCROW, WHICHEVER IS LATER, BUYER HAS MADE ALL INSPECTIONS OF THE PROPERTY BUYER BELIEVES ARE NECESSARY TO PROTECT BUYER'S INTEREST THEREIN.

5. Closing: Closing Costs.

(a) The closing of escrow (the "**Closing**") shall take place through an escrow established with Title Company, which shall be Placer Title Company in Fresno, Darryl Evans (the "**Title Company**"). Closing shall occur on a date agreed to by Buyer and Sellers on or before thirty (30) days after the Due Diligence Period (the "**Closing Date**"), unless agreed to by both parties in writing. Buyer, at its sole discretion, may terminate the escrow on or up to the last day of the Due Diligence Period. Escrow shall occur pursuant to the provisions contained in this Agreement and those additional escrow instructions reasonably approved by both parties and prepared by the Title Company and approved by the parties. Buyer and Sellers shall sign and deliver said escrow instructions to the Title Company to deposit into escrow within seven (7) calendar days of the Effective Date.

(b) Buyer and Sellers shall sign and complete all customary or reasonably required documents at or before the Closing Date.

(c) Fees for Closing services by the Title Company shall be paid at the Closing Date by a 50/50 split between Buyer and Sellers, except for the title

commitments and policies as described in Sections 6 and the items described in Section 12(b) below.

6. Title Commitment and Survey. Sellers shall order from the Title Company, at Sellers' expense, a commitment (or commitments) for a California Land Title Association (CLTA) policy issued by Title Company (the "**Preliminary Title Report**" or "**Title Commitment**"), within fourteen (14) days of the Effective Date, subject only to the Permitted Title Exceptions (defined below). Buyer shall have ninety (90) days from receipt of the Preliminary Title Report, and copies of all exceptions, to review and approve same. If Sellers are unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Sellers may terminate this Agreement. If Sellers fail to deliver title to Buyer subject only to the Permitted Title Exceptions, or is unwilling or unable to eliminate any title matter reasonably disapproved by Buyer, Buyer may terminate this Agreement. Buyer, at its sole election, may direct Title Company to prepare an American Land Title Association (ALTA) policy. Any additional premium to obtain the ALTA policy beyond the CLTA policy premium shall be borne solely by Buyer.

7. Hazardous Substances. The Closing of this transaction is contingent upon the satisfaction or waiver by Buyer of a Hazardous Substance Conditions report. Buyer shall give written approval following the receipt of a Hazardous Substance Conditions report concerning the Property and relevant adjoining properties. Such approval or waiver must be given within ninety (90) days of the Effective Date. Such report will be obtained at Buyer's direction and expense. An unacceptable Hazardous Substance Conditions report will provide Buyer with a basis for termination of this Agreement. A "Hazardous Substance" for purposes of this Agreement shall mean without limitation: (i) those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, MAT, or under any other environmental law; (ii) those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302]; (iii) other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and (iv) any material, waste, or substance that is: (a) a petroleum or refined petroleum product, (b) asbestos, (c) polychlorinated biphenyl, (d) designated as a hazardous substance pursuant to 33 U.S.C.A. §1321 or listed pursuant to 33 U.S.C.A. §1317, (e) a flammable explosive, or (f) a radioactive material.

8. Representations and Warranties of Sellers. Sellers hereby represent and warrants to Buyer on and as of the date hereof and as of the Closing Date as follows:

(a) Sellers have full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Sellers pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Sellers are and shall be duly authorized to sign the same on Sellers' behalf and to bind Sellers thereto. This Agreement and all documents to be executed pursuant hereto by Sellers are and shall be binding upon Sellers in accordance with their respective terms. The transaction contemplated hereby

will not result in a breach of or constitute a default under any agreement to which Sellers or the Property is subject or by which Sellers or the Property is bound.

(b) Sellers own fee simple title to the Property free and clear of all liens, encumbrances, options and restrictions of every kind, except for any Permitted Exceptions (as defined below) and any exceptions shown on its current title insurance policies delivered to Buyer.

(c) Unless otherwise disclosed to Buyer in writing prior to the Closing Date, to Sellers' knowledge, there are no claims, causes of action or other litigation or proceedings pending with respect to the ownership or operation of the Property, or any part thereof which could materially affect the Property, or the consummation of the transactions contemplated by this Agreement.

(d) Sellers have not received any notice of any violations of any legal requirements with respect to the Property which have not been corrected, and to Sellers' knowledge there is no condition existing with respect to the Property which violates any law, ordinance, rule, regulation or requirement, including, without limitation, those pertaining to zoning, building, health, safety or environmental matters, of the municipal, county, state or federal government.

(e) Sellers have no actual knowledge or is unaware of any facts or circumstances related to the existence of any Hazardous Substances, as defined in Section 7 of this Agreement, on, about, under, or adjoining the Property.

(f) Neither Sellers nor, to Sellers' knowledge, any of their affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives, or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(g) Sellers have not received, and has no other knowledge or information of, any notice from any insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property, or requiring an increase in the insurance rates applicable to the Property.

(h) Sellers shall not take or cause to be taken or suffer any action that would cause any of the foregoing representations or warranties to be untrue as of the Closing Date. Sellers shall immediately notify Buyer in writing of any event or condition that will cause a change in the facts relating to, or the truth of, any of the above representations or warranties. The representations, warranties and covenants contained in this Section shall survive the Closing Date, however, in the event that Buyer, prior to Closing, obtains actual knowledge that a representation or warranty of Sellers may be

inaccurate, and Buyer nonetheless signs a knowing and complete written expression waiving such representation or warranty and elects to Close Escrow, Buyer may not bring a subsequent action or proceeding against Sellers or Broker regarding the representation or warranty that is subject to the Buyer's waiver.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Sellers on and as of the date hereof and as of the Closing Date as follows:

(a) Buyer has full capacity, right, power and authority to execute, deliver, and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required action and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon Buyer in accordance with their respective terms.

(b) Buyer's execution and delivery of this Agreement will not result in a breach or violation or a default (or any event which with notice and passage of time, or both, would constitute a default) under any of Buyer's organizational documents or any contract, agreement, permit, license, order or decree to which Buyer is a party.

(c) Neither Buyer nor, to Buyer's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), or other governmental action.

10. Possession. Actual, sole and exclusive physical possession of the Property shall be given to Buyer on the Closing Date by delivery of Sellers' Grant Deed, duly executed and acknowledged by Sellers (the "**Deed**"), subject to the following, all of which shall be deemed "**Permitted Title Exceptions**":

(a) Except for any matters shown on the Title Commitment reasonably objected to by Buyer in writing prior to the Closing Date, all matters shown in the Title Commitment;

(b) Any title exceptions or encumbrances, including current property taxes, arising by, through, or under Buyer;

(c) Applicable zoning and governmental regulations and ordinances;  
and

(d) All matters created as a result of the transactions contemplated by this Agreement.

11. Vesting. Unless otherwise designated in the escrow instruction of Buyer, title shall vest with the Housing Authority of the City of Fresno or its assignee.

12. Apportionments, Taxes, Etc. Real estate taxes on the Property, personal property taxes, special district taxes, water and sewer rents, and other municipal charges shall be apportioned pro rata between Sellers and Buyer on a per diem basis as of the Closing Date based on the most recent bill received or assessment due. Further, notwithstanding the foregoing, no prorations shall be made for any unpaid amounts due and payable prior to the Closing Date. The amount of any bond or assessment which is a lien, and not paid along with taxes, shall be paid by Sellers.

(a) Utility Meter Charges. Sellers shall pay all outstanding charges accruing until the day prior to the Closing Date, for water, electric, gas, and other utilities based upon the most recent bill received or assessment due, apportioned pro rata between Sellers and Buyer on a per diem basis as of the Closing Date.

(b) Transfer and Documentary Stamp Taxes; Sales and Use Taxes. Any realty transfer taxes, documentary stamp taxes, and similar taxes imposed upon the delivery and/or recording of the Deed or upon this transaction shall be paid by Sellers. Any sales and use tax that may accrue because of this transaction shall be paid, when due, by Buyer.

13. Conditions of the Agreement.

(a) Conditions of Buyer. The obligations of Buyer under this Agreement are subject to the following:

(i) Sellers have performed all covenants, agreements, and conditions required by this Agreement to be performed by Sellers prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Buyer at or prior to Closing);

(ii) Buyer may terminate this Agreement at any time prior to the Closing Date if, in Buyer's sole determination, any of the following events or circumstances occur:

- (A) Buyer fails to obtain entitlements to develop the Property;
- (B) There is a successful legal challenge of the Environmental Review;
- (C) Buyer fails to obtain desired financing to develop the Property; or

(D) Buyer no longer desires to proceed with the purchase of the Property.

(iii) The discretionary approval of Buyer's Board of Commissioners during a publicly agendized meeting within one hundred eighty (180) days of the Effective Date.

(iv) All of the following requirements must be met:

(A) Property to be free and clear of all Fresno Municipal Code violations;

(B) Buyer to obtain approval from the City of Fresno to utilize the Property for its specific use; and

(C) Property to be free and clear of all litigation.

(b) Conditions of Sellers. The obligations of Sellers under this Agreement are subject to the satisfaction at the time of Closing that Buyer has performed all covenants, agreements, and conditions required by this Agreement to be performed by Buyer prior to or as of the Closing Date (any of which may be waived in whole or in part in writing by Sellers at or prior to Closing). This Agreement is subject to the approval of the Housing Authority of the City of Fresno and subject to satisfactory due diligence as determined by the Buyer.

14. Items to be Delivered at Closing by Sellers. At Closing, Sellers shall deliver to Buyer (or to Buyer's nominee), via escrow, the following:

(a) The Deed, duly executed and acknowledged;

(b) Such resolutions and certificates as Buyer or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto; and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance required pursuant to Section 6 hereof;

(c) A signed copy of the closing statement prepared by the Title Company;

(d) A certificate given pursuant to the Foreign Investment in Real Property Tax Act certifying that Sellers are not a foreign entity or person; and

(e) Any other documents required to be delivered by Sellers pursuant to any other provisions of this Agreement or as otherwise required by the Title Company or California law.

15. Items to be Delivered at Closing by Buyer. At Closing, Buyer shall deliver to Sellers (or to Sellers' nominee), via escrow, the following:

(a) The Purchase Price (adjusted by any Deposit or other prorations contemplated herein);

(b) A signed copy of the closing statement prepared by the Title Company;

(c) Such resolutions and certificates as Sellers or the Title Company shall require to evidence the due authorization of the execution and performance of this Agreement and the other documents to be delivered pursuant hereto, together with Buyer's organizational documents, and all affidavits, indemnities and other agreements, documents, or reports required by the Title Company to permit it to issue to Buyer the owner's policy of title insurance pursuant to Section 6 hereof; and

(d) Any other documents required to be delivered by Buyer pursuant to any other provisions of this Agreement, or as otherwise required by the Title Company or California law.

16. Brokerage. Buyer represents and warrants to Sellers that Buyer has dealt with no broker, finder, or other intermediary in connection with this sale. Sellers represent and warrant to Buyer that Sellers have dealt with the following broker in connection with this sale: Roger Story of Motel Hotel Specialists, Inc. (the "**Broker**"). Sellers are solely responsible for all brokerage fees and commissions totaling three and one-half percent (3.5%) of the Purchase Price. The provisions of this Section shall survive Closing. Sellers shall indemnify, defend and hold Buyer harmless from any and all claims associated with the payment of such brokerage fees and commissions.

17. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" shall include, but is not limited to, all of the following: financial information, including but not limited to, real property holdings, income statements, balance sheets, pro forma, budgets, development project expenses, and cash flow statements, any data, ideas, know-how, materials, products, formulas, processes, technology, computer programs, specifications, drawings, diagrams, manuals, business plans, software, marketing plans, customer lists, personnel information (including, but not limited to, information regarding employee identity and wages), manufacturing techniques, and other information disclosed or submitted, orally, in writing, or by any other media, by and between the parties. Confidential Information shall also include, (i) information that is not known by current or future competitors of the disclosing party and/or is generally unavailable to the public; (ii) information that has been created, discovered, developed by, or otherwise become known to the disclosing party; and (iii) information that is valuable to, or may become valuable to, the disclosing party's present or future business, and which is disclosed by that party, either directly or indirectly, in writing, orally, or by any other media, to the receiving party.

(b) Non-Disclosure. Subject to subsection (c) below, the receiving party agrees that the Confidential Information of the disclosing party is confidential and proprietary and shall be held in strictest confidence by the receiving party. The receiving party may disclose the Confidential Information only to the officers, directors, and employees of the receiving party who have a need to know the information and who shall have agreed to abide by the terms of this Agreement. Neither the nature nor the content of any Confidential Information of the disclosing party shall, directly or indirectly, be disclosed to others or used for the benefit of any person other than the disclosing party without the prior written permission of the disclosing party. The receiving party shall not use any Confidential Information for any purpose except to evaluate and engage in discussions concerning this Agreement.

(c) Legal or Regulatory Disclosures. In the event a receiving party is compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body, or pursuant to the California Public Records Act) to disclose any of the Confidential Information, then within two (2) business days of the receiving party becoming aware of or receiving notice of such requirement, the receiving party shall provide written notice to the disclosing party so that it may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, and irrespective of whether or not compliance with the provisions hereof is waived, only that portion of the Confidential Information which the receiving party is subject to such legal or regulatory compulsion, or is advised by its counsel is legally (or pursuant to an applicable regulator's rules or regulations) required to be disclosed shall be disclosed.

(d) Exceptions. Notwithstanding any provision to the contrary, Confidential Information shall not include any information or data which: (i) the receiving party can demonstrate to have been previously known to the receiving party, at the time of its disclosure, by sources other than the disclosing party; (ii) is in the public domain at the time of disclosure, or which later becomes part of the public domain by publication or otherwise through no breach of this Agreement by the receiving party; (iii) was furnished to the receiving party by a third party, as a matter of right without restriction on disclosure, and which was not received directly or indirectly from the disclosing party, and which the disclosing party is not obligated to keep confidential; or (iv) the receiving party can demonstrate to have been independently developed by the receiving party without use of any Confidential Information of the disclosing party.

(e) Return/Destruction of Confidential Information. All documents and other tangible objects containing or representing Confidential Information and all copies which are in a receiving party's possession shall be and shall remain the property of disclosing party and shall be promptly returned to disclosing party or destroyed upon their request.

18. 1031 Exchange. In the event that Sellers wish to enter into a Tax-Deferred Exchange for the Property, or if Buyer wishes to enter into a Tax-Deferred Exchange relating to the Property, each of the parties agree to cooperate with the other party in connection with such



exchange, including the execution of such documents as may be reasonably necessary to effectuate the same. Provided that: (a) the other party shall not be obligated to delay the Closing; (b) all additional costs and liabilities in connection with the exchange shall be borne by the party whose property is exchanged; and (c) the other party shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

19. Notices. All notices, demands, requests, or other communications from either party to the other party, required or permitted under the terms of this Agreement, shall be in writing to the following addresses for Sellers and Buyer, respectively:

Sellers

Naresh Patel and Ragini Patel  
933 N. Parkway Drive  
Fresno, CA 93728

Buyer

Housing Authority of the City of Fresno  
Attn: Michael Duarte  
1331 Fulton Street  
Fresno, California 93721  
Email: mduarte@fresnohousing.org  
Facsimile:

With a copy to:

Kenneth J. Price, Esq.  
Baker Manock & Jensen, PC  
5260 N. Palm Avenue, Suite 421  
Fresno, California 93704  
Facsimile: (559) 432-5620

and shall be deemed to have been provided on the earlier of:

- (a) Forty-eight (48) hours after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested; or
- (b) The next business day after having been deposited (in time for delivery by such service on such business days) with Federal Express or another national overnight courier service; or
- (c) If such party's receipt thereof is acknowledged in writing, upon having been sent by telefax or another means of immediate electronic communication, in each case to the address of such party set forth hereinabove or to such other address in the United States of America as such party may designate from time to time by notice to the other party hereto; or

(d) If such party's receipt thereof, is acknowledged in writing, its having been given by hand or other actual delivery to such party.

Notwithstanding the foregoing, any notice of default shall be deemed to have been provided only upon receipt or refusal as evidenced by return receipt, courier receipt or other receipt provided by the overnight delivery service.

20. Miscellaneous.

(a) Assignment. Buyer may, without Sellers' consent, assign all right, title, obligation, and interest under this Agreement to a third party.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party hereto without the written consent of the other party hereto; provided that Buyer may assign this Agreement without the consent of Sellers to a limited partnership of which Buyer, an affiliate of Buyer, or an entity in which Buyer is a sole member, is a partner.

(c) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties, express or implied, oral or written, which are fully merged herein. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the party against whom enforcement of such change, modification, discharge or abandonment is sought.

(d) Governing Law; Venue. This Agreement shall be governed by and construed under the laws of California and venue for any action related to the enforcement of any provision of this Agreement shall be in Fresno County Superior Court or in the Eastern District of California (Fresno) as the case may be.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected on this Agreement as the signatories.

(f) No Waiver. Neither the failure nor any delay on the part of either party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of any such right, remedy, power, or privilege with respect to any other occurrence. No

waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(g) Time of the Essence. Time, wherever stated in this Agreement, is expressly of the essence of this Agreement.

(h) Expiration. Unless accepted prior thereto, this Agreement must be accepted and counter-signed by Sellers by 5:00pm PST on Friday, March 5, 2021.

(i) Attorneys' Fees. In the event that the parties to this Agreement find it necessary to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party in said suit, action or arbitration shall be entitled to recover from the non-prevailing party, all costs associated with such suit or action, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the Effective Date above written.

**SELLERS:**

Naresh Patel  
Naresh Patel

Date: 3-5-2021

Ragini Patel  
Ragini Patel

Date: 3-5-2021

**BUYER:**

Housing Authority of the City of Fresno, a public  
body corporate and politic

By: \_\_\_\_\_  
Preston Prince, CEO

Date: \_\_\_\_\_

waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

(g) Time of the Essence. Time, wherever stated in this Agreement, is expressly of the essence of this Agreement.

(h) Expiration. Unless accepted prior thereto, this Agreement must be accepted and counter-signed by Sellers by 5:00pm PST on Friday, March 5, 2021.

(i) Attorneys' Fees. In the event that the parties to this Agreement find it necessary to institute legal proceedings to enforce the provisions of this Agreement, the prevailing party in said suit, action or arbitration shall be entitled to recover from the non-prevailing party, all costs associated with such suit or action, including reasonable attorney's fees and costs.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Agreement as of the Effective Date above written.

**SELLERS:**

\_\_\_\_\_  
Naresh Patel

Date: \_\_\_\_\_

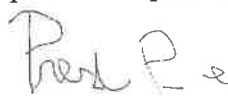
\_\_\_\_\_  
Ragini Patel

Date: \_\_\_\_\_

**BUYER:**

Housing Authority of the City of Fresno, a public  
body corporate and politic

By:

  
\_\_\_\_\_  
Preston Prince, CEO

Date: 03/03/2021  
\_\_\_\_\_

## **EXHIBIT A**

### **Property Legal Description**

#### **PARCEL 1:**

Lots 10, 11, 19 and 20 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

EXCEPTING THEREFROM that portion of said Lots 10 and 20 and said Parkview Avenue, described as follows:

Beginning at the most Easterly corner of said Lot 10; thence Northwesterly, along the Northeasterly line of said Lot 10, a distance of 35.00 feet; thence Southwesterly, parallel with and 35.00 feet from the Southeasterly line of said Lots 10 and 20 and the Southwesterly prolongation of said Southeasterly line to the centerline of East Parkview Avenue, as shown on the map of Roeding Park Gardens recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records; thence Southeasterly along said centerline, a distance of 35.00 feet to the Southwesterly prolongation of the Southeasterly line of said Lots 10 and 20; thence Northeasterly along said prolongation and Southeasterly line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Lots 10 and 11 Deeded to the State of California by Deed recorded July 7, 1954 in Book 3455, Page 414 of Official Records, Document No. 34427, described as follows:

Beginning at a point on the Northeasterly line of said Lot 10, a distance of 35.00 feet from the most Easterly corner of said Lot 10; thence South  $64^{\circ} 04' 25''$  West, along the Southeasterly line of said Lot 10 a distance of 17.92 feet; thence North  $25^{\circ} 55' 35''$  West, parallel with and 17.92 feet from the Northeasterly line of said Lots 10 and 11, a distance of 155.33 feet to the beginning of a tangent curve, concave to the Southwest; thence Northwesterly along said curve, having a radius of 3,972.00 feet, through a central angle of  $0^{\circ} 08' 22''$ , an arc distance of 9.67 feet to the Northwesterly line of said Lot 11; thence North  $64^{\circ} 04' 25''$  East, along said Northwesterly line, a distance of 17.93 feet to the most Northerly corner of said Lot 11; thence South  $25^{\circ} 55' 35''$  East, along the Northeasterly line of said Lots 11 and 10, a distance of 165.00 feet to the point of beginning.

#### **PARCEL 2:**

Lots 49, 50, 51 and 52 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

#### **PARCEL 3:**

Lot 56 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

**PARCEL 4:**

All of that portion of East Parkview Avenue, as said Avenue is shown on the map of Roeding Park Gardens, recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records, and more particularly described as follows: Beginning at the most Westerly corner of Lot 19, of said Roeding Park Gardens;

thence Southerly and Southwesterly, along a curve which is tangent to the Southwesterly line of said Lot 19, having a radius of 40.0 feet and concave to the Northwest, through an interior angle of  $104^{\circ} 28' 31''$ , an arc distance of 72.94 feet, to the intersection with the Northeast line of Lot 52 of said Roeding Park Gardens; thence South  $25^{\circ} 52' 00''$  East, along the Northeasterly lines of Lots 52, 51, 50 and 49 of said Roeding Park Gardens, to the point which is 91.65 feet Southeasterly from the Northeasterly corner of said Lot 49; thence Southerly and Westerly, along a tangent curve, concave to the Northwest and having a radius of 20.0 feet, an arc distance of 40.40 feet, to the intersection with the South line of said Lot 49; thence North  $89^{\circ} 52' 00''$  East, along the Easterly prolongation of the South line of said Lot 49, a distance of 43.38 feet; thence Easterly and Southerly, along a tangent curve concave to the Southwest and having a radius of 70.0 feet, an arc distance of 78.52 feet, to the intersection with the Southwest line of Lot 23 of Roeding Park Gardens; thence North  $25^{\circ} 52' 00''$  West, along the Southwesterly lines of Lots 23, 22, 21, 20 and 19 of said Roeding Park Gardens to the point of beginning, as abandoned by the Fresno City Council, by Resolution No. 8732, recorded in Book 5261, Page 488 of Official Records.

EXCEPTING THEREFROM any portion thereof lying within the Northeasterly half of said land, lying Northwesterly of the Southwesterly prolongation of the Southeasterly line of Lot 21 of said Roeding Park Gardens, and Southeasterly of the Southwesterly prolongation of the Northwesterly line of the Southeasterly 35 feet of Lots 10 and 20 of said Roeding Park Gardens.

## EXHIBIT B

### DILIGENCE DOCUMENTS

Buyer requests receipt of the following items prior to the start of the Inspection Period:

Income & Expense Statements (Last 3 years + YTD); if available

Copy of the franchise agreement (if applicable)

List of FF&E

List of vendors who have worked recently on the properties (plumbers, electricians, etc.)

All engineering or related construction reports, if available, together with all warranties and guarantees for work performed

Copies of any building plans and specifications in Sellers' possession

Copy of current title report, including legal description, and one copy of all documents listed as exceptions to the title report

Current ALTA survey

Environmental studies and testing reports on soils for the property

Property Tax bills for the last two (2) years

Copies of contracts for all services on the property

Copies of all leases pertaining to property

Summary of all capital improvements completed during the last three (3) years, including documentation and/or bids for any proposed capital improvements

Certificates of occupancy on all buildings, if in Sellers' possession

Copies of utility bills for last year & YTD

Litigation for or against property

Additional requirements may arise prior to closing as our underwriting proceeds. During the course of the due diligence process, the Property will be visited and inspected by consulting engineers, environmental specialists, appraisers, and other consultants that the Buyer deems necessary. Buyer will coordinate these visits with the Sellers as the due diligence proceeds.

# EXHIBIT "B"

## REIMBURSABLE DUE DILIGENCE EXPENSES

Item	Description	Vendor	Expense
Phase I	Environmental study of the property	Krazan and Associates	\$ 3,600
Asbestos	Asbestos testing (interior and exterior)	Krazan and Associates	\$ 2,395
Appraisal	Assessment of the property's valuation	James G. Palmer Appraisals, Inc.	\$ 3,250
PSA deposit	refundable deposit paid to owner	Property owner	\$ 20,000
Pest Inspection	Inspection of the property for pest damage	San Joaquin Valley Pest Control	\$ 400
			\$ 29,645



**EXHIBIT "C"**

**RECORDABLE MEMORANDUM**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Housing Authority of the City of Fresno  
1331 Fulton Street  
Fresno, CA 93721  
Attn: Michael Duarte

**SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY**

**MEMORANDUM OF RIGHT OF FIRST REFUSAL**

PURSUANT TO THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL (this "Memorandum"), CITY OF FRESNO, a California municipal corporation ("Grantor") grants to HOUSING AUTHORITY OF THE CITY OF FRESNO, aa California public body corporate and politic ("Grantee"), a right of first refusal (the "Right of First Refusal") to purchase the real property more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"). The Right of First Refusal is more particularly described in that certain Assignment and Delegation of Purchase and Sale Agreement with Right of First Refusal dated May \_\_, 2021 (the "Effective Date"), by and between Grantor and Grantee. The term of the Right of First Refusal begins when the City obtains fee title to the Property and shall automatically terminate on the earlier of the purchase of the Property by Grantee or its assignee or a third party, or by May 31, 2031.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first written above.

"Grantor"

CITY OF FRESNO, a California municipal  
corporation

"Grantee"

HOUSING AUTHORITY OF THE CITY OF  
FRESNO, a California public body corporate and  
politic

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[signatures must be notarized]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA       )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA           )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)



**Exhibit "A" to Memorandum of Right of First Refusal Agreement**

**The Property**

END DESCRIPTION

## **EXHIBIT A**

### **Property Legal Description**

#### **PARCEL 1:**

Lots 10, 11, 19 and 20 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

EXCEPTING THEREFROM that portion of said Lots 10 and 20 and said Parkview Avenue, described as follows:

Beginning at the most Easterly corner of said Lot 10; thence Northwesterly, along the Northeasterly line of said Lot 10, a distance of 35.00 feet; thence Southwesterly, parallel with and 35.00 feet from the Southeasterly line of said Lots 10 and 20 and the Southwesterly prolongation of said Southeasterly line to the centerline of East Parkview Avenue, as shown on the map of Roeding Park Gardens recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records; thence Southeasterly along said centerline, a distance of 35.00 feet to the Southwesterly prolongation of the Southeasterly line of said Lots 10 and 20; thence Northeasterly along said prolongation and Southeasterly line to the point of beginning.

ALSO EXCEPTING THEREFROM that portion of said Lots 10 and 11 Deeded to the State of California by Deed recorded July 7, 1954 in Book 3455, Page 414 of Official Records, Document No. 34427, described as follows:

Beginning at a point on the Northeasterly line of said Lot 10, a distance of 35.00 feet from the most Easterly corner of said Lot 10; thence South  $64^{\circ} 04' 25''$  West, along the Southeasterly line of said Lot 10 a distance of 17.92 feet; thence North  $25^{\circ} 55' 35''$  West, parallel with and 17.92 feet from the Northeasterly line of said Lots 10 and 11, a distance of 155.33 feet to the beginning of a tangent curve, concave to the Southwest; thence Northwesterly along said curve, having a radius of 3,972.00 feet, through a central angle of  $0^{\circ} 08' 22''$ , an arc distance of 9.67 feet to the Northwesterly line of said Lot 11; thence North  $64^{\circ} 04' 25''$  East, along said Northwesterly line, a distance of 17.93 feet to the most Northerly corner of said Lot 11; thence South  $25^{\circ} 55' 35''$  East, along the Northeasterly line of said Lots 11 and 10, a distance of 165.00 feet to the point of beginning.

#### **PARCEL 2:**

Lots 49, 50, 51 and 52 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

#### **PARCEL 3:**

Lot 56 of Roeding Park Gardens, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records.

**PARCEL 4:**

All of that portion of East Parkview Avenue, as said Avenue is shown on the map of Roeding Park Gardens, recorded in Book 13, Pages 37 and 38 of Plats, Fresno County Records, and more particularly described as follows: Beginning at the most Westerly corner of Lot 19, of said Roeding Park Gardens;

thence Southerly and Southwesterly, along a curve which is tangent to the Southwesterly line of said Lot 19, having a radius of 40.0 feet and concave to the Northwest, through an interior angle of  $104^{\circ} 28' 31''$ , an arc distance of 72.94 feet, to the intersection with the Northeast line of Lot 52 of said Roeding Park Gardens; thence South  $25^{\circ} 52' 00''$  East, along the Northeasterly lines of Lots 52, 51, 50 and 49 of said Roeding Park Gardens, to the point which is 91.65 feet Southeasterly from the Northeasterly corner of said Lot 49; thence Southerly and Westerly, along a tangent curve, concave to the Northwest and having a radius of 20.0 feet, an arc distance of 40.40 feet, to the intersection with the South line of said Lot 49; thence North  $89^{\circ} 52' 00''$  East, along the Easterly prolongation of the South line of said Lot 49, a distance of 43.38 feet; thence Easterly and Southerly, along a tangent curve concave to the Southwest and having a radius of 70.0 feet, an arc distance of 78.52 feet, to the intersection with the Southwest line of Lot 23 of Roeding Park Gardens; thence North  $25^{\circ} 52' 00''$  West, along the Southwesterly lines of Lots 23, 22, 21, 20 and 19 of said Roeding Park Gardens to the point of beginning, as abandoned by the Fresno City Council, by Resolution No. 8732, recorded in Book 5261, Page 488 of Official Records.

EXCEPTING THEREFROM any portion thereof lying within the Northeasterly half of said land, lying Northwesternly of the Southwesterly prolongation of the Southeasterly line of Lot 21 of said Roeding Park Gardens, and Southeasterly of the Southwesterly prolongation of the Northwesternly line of the Southeasterly 35 feet of Lots 10 and 20 of said Roeding Park Gardens.

## BOARD MEMO

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

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

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

**TO:** Boards of Commissioners

Fresno Housing

**FROM:** Angie Nguyen

Interim CEO/Chief Programs Officer

**DATE:** May 21, 2021

**BOARD MEETING:** May 25, 2021

**AGENDA ITEM:** 9b

**AUTHOR:** Phil Skei

**SUBJECT:** Resident Safety Services Contract

---

### Executive Summary

The purpose of this Board Memo is to present the staff recommendation for the Board to take action on the draft contract for Fresno Housing's (FH) resident safety services provided by the Fresno Police Department (PD). In addition to this contract, staff is requesting the Boards authorize up to \$200,000 for service partnerships with community benefit organizations (CBOs). These CBOs will lead residents across all generations served by FH through conversations, activities, and interventions to build a better understanding of the resident perspectives and experiences with policing while exploring alternatives that foster personal and community safety. Although staff made good faith efforts to obtain resident feedback via surveys and site-based virtual forums, there is a commitment to continue this work alongside partners with various degrees of experience and community trust to strengthen the engagement process. Feedback obtained from discussions with residents, community-at-large, and Board Commissioners over the past several months has informed the revisions proposed to the scope of work and metrics in the draft contract.

### Background Information

Fresno Housing has a long standing agreement with Fresno PD that provides two dedicated police officers that enhance safety services to residents of public housing and other select multi-housing properties through various Limited Partnerships. Local and national discussions, along with recommendations for police reform led staff to recommend FH delay the execution of a renewed agreement so staff could put into action efforts to seek resident feedback on the safety services provided by the existing police contract with FH.

Having garnered feedback from residents and community members, and out of a commitment to continue this resident safety and empowerment work, it is staff's recommendation that FH execute a contract with Fresno PD and allocate additional funding up to \$200,000 to explore alternative resident safety strategies and continue resident engagement through other CBO partnerships. The total cost of the contracted safety services for the two dedicated officers \$318,028 (based on current salaries and other associated costs) is shared throughout five



separate contracts (1- Fresno Housing, 4- Limited Partnerships), with Fresno Housing's prorated portion being \$200,357 based on service hours and number of public housing properties. The remaining balance is billed to the Limited Partnerships under separate agreements consisting of the same terms. The total number of properties served by these agreements is twelve (12), although the officers have also been responsive to the service calls of other FH properties on an as needed basis, including up to as many as twenty-two (22) properties. It should also be noted that POP Officers in other policing districts where other FH families reside also have cooperative relationships with FH staff at no additional cost to the agency.

In an effort to increase the effectiveness of Fresno Housing's current contract with Fresno PD and more fully achieve the goals of the contract, the following changes have been made:

- Commitment to a platoon schedule 5/10s & 3/10s
- Enhanced FH control of officer schedules
- Increased visibility and consistent foot patrols
- FH participation in selection process of the two officers when vacancies occur
- Engage with residents in addressing safety concerns and creating alternatives to policing

Additionally, in order to evaluate the degree to which the safety of residents is enhanced through this contract, weekly, monthly, and quarterly reports will be provided Fresno Housing that include:

- Relevant site activity
- Complete listing of off-site activity
- Metric: Comparative calls for service and response rates by site vs PD Zones
- Metric: Comparative Part 1 & Part 2 Crimes by site vs PD Zones
- Other: demographic data related to contacts made on site and type of contact, residents vs. affiliates

We believe these enhancements to the contract strengthen and increase accountability, deepen partnership, and establish metrics to evaluate effectiveness of the service to residents.

### **Staff Recommendation**

Staff recommends the Boards of Commissioners approve Fresno Housing's contract with Fresno PD in the amount of \$200,357 effective July 1, 2021 through June 30, 2022. In addition, staff requests the Boards of Commissioners authorize up to an additional \$200,000 to partner with community benefit organizations (CBOs) who actively engage residents in community strategies that enhance safety through alternatives to law enforcement. These CBOs will seek to enhance safety through trauma-informed practices, advocacy, interventions, and healing across all generations served by Fresno Housing. Specific strategies will be co-developed through brainstorming sessions with partners and residents to increase understanding of the perspectives of our residents and their experiences with policing while exploring alternatives that foster personal and community safety. It is recommended that the Boards of Commissioners adopt the attached resolutions authorizing negotiation and execution, by the Interim CEO or her designee, of any resulting contract(s) and associated amendments.

(DRAFT) AGREEMENT BETWEEN CITY OF FRESNO  
AND  
HOUSING AUTHORITY OF THE CITY OF FRESNO

THIS AGREEMENT is entered into this 1st day of July, 2021 (the "Effective Date"), by and between Fresno Housing of the City of Fresno, California, a public body corporate and politic ("Fresno Housing") and the City of Fresno, California, a municipal corporation, (hereinafter called the "City").

**RECITALS**

WHEREAS, the City provides local law enforcement services within the jurisdiction of Fresno Housing; and

WHEREAS, Fresno Housing provides housing services and activities for residents of City; and

WHEREAS, Fresno Housing is funding the services provided for in this Agreement through the Public Housing Operating Fund Program, referred to hereafter as "Operating Fund"; and

WHEREAS, Fresno Housing represents that it has sufficient funding, including monies in the Operating Fund Program, to fund local law enforcement for additional security and protection services provided in pursuit of the public housing programs supported by the Fresno Housing; and

WHEREAS, On January 1, 1995, California Penal Code Section 11105.03 (Statute) became effective, allowing local law enforcement agencies to obtain records through the California Law Enforcement Teletype System (CLETS) at the request of the local housing authorities and release to Fresno Housing clarifying information regarding screening concerns raised in the appeal process during admissions of prospective residents; and

WHEREAS, the Statute specifies that a local law enforcement agency may run criminal history checks through CLETS and release to Fresno Housing a record of convictions when the safety of a resident(s) is in question (i.e. active restraining orders) and court records are not reasonably accessible; and

WHEREAS, Department of Justice guidelines require the development of a Memorandum of Understanding between Housing Authority, and the local law enforcement agency outlining each agency's responsibilities in order in order to allow the release of criminal history information under the Statute, and the provisions contained in Section 2 of this Agreement are intended to serve that purpose; and

WHEREAS, the parties desire to enter into this Agreement, wherein Fresno Housing shall reimburse City for certain additional law enforcement security and protective services provided by City and related activities; and

WHEREAS, performance of the services by City will be of benefit to Fresno Housing, the City and in the public interest.

### **(DRAFT) AGREEMENT**

NOW, THEREAFTER, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, it is mutually agreed as follows:

1. Scope of Services.

For the purposes of this Agreement, a "Sworn Police Officer" shall mean a duly trained law enforcement officer employed by the Fresno Police Department who has taken an oath to support and uphold the Constitution of the United States and the laws of the State of California. City agrees to provide the following law enforcement services in accordance with and pursuant to this Agreement, subject to all applicable Constitutional and local law requirements:

- (a) Law enforcement services will be provided by one Sworn Police Officer at the following Housing Authority complexes located in southwest Fresno:

Housing Authority complexes: Sequoia Courts (CAL 6-2), Sierra Plaza (CAL 6-3), Fairview Heights Terrace (CAL 6-4), Sequoia Courts Terrace (CAL 6-5), Sierra Terrace (CAL 6-6), Yosemite Village (CAL 6-10), DeSoto Gardens 1 and 2 (CAL 28-38 and CAL 6-26); and

Law enforcement services will be provided by one Sworn Police officer at the following complex located in southeast Fresno:

Housing Authority complex: Monte Vista (CAL 6-7)

Hereafter called the "Focus Area."

Based on patrol hours, a prorated portion consisting of \$200,357.64 which comprises 63% of the total contract will be billed to Fresno Housing (the remainder will be billed to, Southeast RAD, Viking Village RAD, Fresno Edison Apartments, LP, and Fresno Edison Apartments II, LP under separate agreements

- (b) Law enforcement services will be provided through full-time assignment of one sworn officer to each focus area, for a total of two Sworn Police Officers (for all five agreements), for the funded period not to exceed twelve (12) months commencing July 1, 2021, and ending June 30, 2022. On an as needed basis, services may be diverted to Housing Authority complexes within the incorporated limits of the City of Fresno and outside of the "Focus Areas".
- (c) Officer selection shall include input from Fresno Housing CEO and/or designee

- (d) Specific duties for law enforcement services to be performed by each Sworn Police Officer under this Agreement for the respective designated Focus Areas in paragraph (a) above include the following:
- (i) Enforcing laws in accordance with Fresno Police Department policies;
  - (ii) Submitting weekly activity reports to staff designated by Fresno Housing; weekly activity reports shall include:
    - a. Detailed report of events involving Fresno Housing residents/affiliates or at Fresno Housing sites;
    - b. Log of type of contact made including race/ethnicity, age, and gender of contact(s)
    - c. Complete log of policing activity at non-Fresno Housing sites;
  - (ii) Submitting monthly crime statistics report which shall include:
    - a. Calls for service and response rates for each contracted Fresno Housing site;
    - b. Calls for service and response rates for each police zone where contracted Fresno Housing sites are located;
  - (iii) Submitting quarterly crime statistics report which shall include:
    - a. Part 1 & Part 2 crime statistics for each contracted Fresno Housing site;
    - b. Part 1 & Part 2 crime statistics for each police zone where contracted Fresno Housing sites are located;
  - (iv) Providing supplemental crime report data required for additional grant applications, funding opportunities and initiatives upon a timely request by Fresno Housing Senior Manager;
  - (v) Regularly attend meetings with site staff from all contracted Housing Authority properties;
  - (vi) Partner with residents to address their safety concerns and assist in identifying non-police resources and strategies to enhance safety;
  - (vii) Referring resident victims to support services;
  - (viii) Subject to Fresno Police Department Scheduling, each officer will work a platoon schedule consisting of a work week of five (5) ten-hour days followed by a week of three (3) ten-hour days or vice-versa. The base work hours for each officer will be "lap" shift hours. Shifts will not begin before 12:00pm and will end no later than 10:00pm. The Fresno Police Department will notify Fresno Housing Senior Manager in advance when reasonable and feasible for any work schedule changes. The Fresno Police Department will notify Housing Authority Senior Manager when the work schedule returns to the base hours.
  - (ix) Attend conferences regarding resident concerns with Housing Authority Staff upon request;

- (x) Completing regular vehicle patrols per site each week, including a minimum of one foot patrol per site each week in tandem;
- (xi) In accordance with California statutes, providing criminal history background checks through CLETS, as needed.

2. Criminal History Background Checks through CLETS by Fresno Police Department.

- (a) The Fresno Police Department will run criminal history checks on subjects submitted by Fresno Housing on an agreed upon request form, if authorized by signature of a designated Housing Authority staff member, and in accordance with California law.
- (b) The Fresno Police Department will screen CLETS printouts for reportable offenses as specified in Penal Code Section 11105.03.
- (c) The Fresno Police Department will record reportable offenses on the Fresno Housing request form and deliver a copy of the completed form with any reportable criminal history information to a designated Fresno Housing staff member, within five working days from the date of the request. (Note: If it is known that the subject of a criminal history check is on probation or on parole, the document will be delivered to the appropriate probation or parole offices with a request to forward the document to the designated Fresno Housing staff member.)
- (d) The Fresno Police Department will maintain a file on all Fresno Housing criminal history checks, including the request form, any CLETS printouts and a copy of any criminal history information released to Fresno Housing for a minimum of three years.
- (e) Only the Chief Executive Officer of Fresno Housing, and his/her designated staff member(s) of Fresno Housing, designated in writing to the Fresno Police Department by the chief executive officer, may request and receive criminal information, subject to the following paragraph.
- (f) Designated Fresno Housing staff granted access to criminal history information must pass a criminal history background check, which will require submitting their fingerprints to the California Department of Justice and the Federal Bureau of Investigation (FBI), and a California Department of Motor Vehicle clearance.
- (g) Designated Fresno Housing staff will review and authorize, by signature, on the request form, all requests for criminal history check under the statute.
- (h) Any information obtained from CLETS criminal history pursuant to this Agreement is confidential and Fresno Housing shall not disclose or use the information for any purpose other than that authorized in the statute.

- (i) The criminal history information released to Fresno Housing and all copies made from it shall be destroyed not more than thirty days after Fresno Housing's final decision as to whether to act on the housing status of the individual to whom the information relates.
- (j) Fresno Housing shall adopt regulations governing the receipt, maintenance and use of the criminal history information. The regulations shall include provisions that require notice that Fresno Housing has access to criminal history information on applicants and employees who have access to Fresno Housing residences.
- (k) Use of criminal history information is to be consistent with Title 24 of the Code of Federal Regulations and current regulations adopted by Fresno Housing.

3. Office Facilities and Reimbursement to City for Grant Related Activities.

- (a) Housing Authority agrees to provide a secure office at Sequoia Courts Terrace (CAL 6-5) for use by the Sworn Police Officer in the southwest district and a secure office at Southeast Fresno RAD for use by the Sworn Police Officer in the southeast district. Each office shall be equipped with a telephone, computer and access to restroom facilities for the respective officer's use. At its sole cost and expense, Fresno Housing shall be responsible for providing all utilities (HVAC, phone, internet, electricity, water, sewer, garbage, etc.), repair and maintenance services at each office.
- (b) For the aforementioned services, Fresno Housing agrees to reimburse City for costs incurred by City hereunder, in an amount not to exceed \$200,357 for the period beginning July 1, 2020, and ending June 30, 2021.
- (c) The amount of \$200,357 is Fresno Housing's, prorated share of City costs. The aggregate costs total \$318,028 and are as follows:
  - Salary and fringe benefits for two Sworn Police Officers - \$303,788
  - Overtime for Sworn Police Officers - \$7,500
  - Cellular and modem ongoing costs - \$1,740
  - Vehicle O&M costs – 2 vehicles @ 25% - \$5,000

And other allowable costs as outlined in the OMB Circular A-87 (Revised 05/10/04).

- (d) In the event, during the term of this Agreement, that the City executes a revised collective bargaining agreement, with the association representing the Fresno Police Department, Fresno Housing's CEO shall have the authority to adjust upwards the compensation limit described in Section 3(b) above to an amount reflecting any proportional increase in the

compensation of Sworn Police Officers and any associated expenses described in Section 3(c) above.

The City will bill Fresno Housing, on a monthly basis. Payment of any bill shall be contingent on receipt of the weekly reports and completion of described activities.

4. Term.

The term of this Agreement shall commence on July 1, 2021, and shall end on June 30, 2022, subject to earlier termination as provided herein.

5. Termination.

(a) Either party may terminate this Agreement without cause upon 30 calendar days prior written notice to the other party.

(b) This agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured with such 7 calendar days after prior written notice and such failure shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity) or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of this Agreement, or to recover, direct, indirect, consequential or incidental damages for the breach of the Agreement.

6. Compliance with Governing Law.

The services provided by the City under this Agreement are over and above the City's budgeted positions. The parties agree that Operating Fund dollars shall not be used to replace funds of, or positions, otherwise funded by the City.

As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principals for state, local and Indian Tribal Governments*. Capital Funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of state, local government and non-profit organizations*.

City agrees to provide any substantiation and support for services, fees, costs and expenses upon reasonable request of Fresno Housing, for a period of not less than three years after final payment. Records of City's expenses pertaining to the services shall be kept on a generally recognized accounting basis and shall be available to Housing Authority, or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment. In addition, all books, documents, papers, and records of City pertaining to the services

shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

7. Capacity of City.

In rendering the aforesaid services, it is mutually understood and agreed that the City, its agents and employees, shall at all times be acting and performing independently and not as employees of Fresno Housing. The Sworn Police Officers shall at all times be under the direction and control of and must report to the Chief of Police of the City of Fresno Police Department. Nothing in this Agreement and nothing in the course of dealings between Fresno Housing, and City shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship. City, and City's employees and agents, shall not be treated by Fresno Housing, as employees of Fresno Housing, for any purpose including, but not limited to, laws providing for Social Security taxes and benefits, state or federal unemployment compensation taxes, state or federal income tax withholdings or worker's compensation benefits. City agrees that it has sole responsibility to pay Social Security, State Disability Insurance, Worker's Compensation Insurance and all other wages and benefits applicable to its employees. City further agrees to hold Fresno Housing, harmless for any and all claims made with regard to such matters.

8. Indemnification and Insurance.

1. To the fullest extent of the law, CITY shall indemnify, hold harmless and defend Fresno Housing and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Fresno Housing, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 *et seq.* This paragraph shall be construed such that City will indemnify Fresno Housing in the event Fresno Housing is named in a lawsuit against Fresno Police Department personnel arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct, of Fresno Police Department personnel in the performance of this Agreement Provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code section 810 *et seq.*

To the fullest extent of the law, Fresno Housing shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees,



agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, Fresno Housing or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Fresno Housing or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by Fresno Housing of governmental immunities including California Government Code section 810 *et seq.*

In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents or volunteers, and Fresno Housing or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This subsection (a) shall survive termination or expiration of this Agreement.

2. It is understood and agreed that City and Fresno Housing maintain insurance policies or self-insurance programs to fund their respective liabilities. The parties agree that such respective programs or policy coverage for Workers' Compensation shall contain a waiver of subrogation as to the other party and each of its officers, officials, agents, employees and volunteers. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

The fact that insurance is obtained by Fresno Housing shall not be deemed to release or diminish the liability of Fresno Housing, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Fresno Housing. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Fresno Housing, its principals, officers, agents.

9. Attorney's fees.

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such

proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

10. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

11. Binding.

Once this Agreement is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assignees, transferees, agents, servants, employees and representatives.

12. Assignment.

There shall be no assignment by either party or its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assignees, shall be null and void unless approved in writing by the other party.

13. Waiver.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

14. Governing Law and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purpose of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

15. Headings.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

16. Severability.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

17. Interpretation.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

18. No Third Party Beneficiaries.

The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

19. Exhibits.

Each exhibit and attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.

20. Entire Agreement.

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties for law enforcement services from the Fresno Police Department. There are no further portions of this agreement, whether prior or contemporaneous, express or implied, written or oral other than as set for in the provisions of this agreement. Any modifications or amendments to this agreement must be in writing and signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

HOUSING AUTHORITY OF THE CITY OF  
FRESNO.

By: \_\_\_\_\_  
Paco Balderrama, Chief of Police  
Fresno Police Department

By: \_\_\_\_\_  
Angie Nguyen  
Executive Director  
Date

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Date  
Senior Deputy City Attorney

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Addresses:  
CITY:  
City of Fresno Police Department  
Attention: D.C. Michael Reid  
Patrol Division  
P.O. Box 1271  
Fresno, CA 93715-1271

Addresses:  
Fresno Housing  
Attention: Angie Nguyen  
Interim CEO  
1331 Fulton Mall  
Fresno, CA 93721

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

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

**RESOLUTION AUTHORIZING SIGNING OF AGREEMENT FOR POLICE SERVICES  
WITH THE CITY OF FRESNO POLICE DEPARTMENT FOR THE PERIOD OF JULY 1, 2021  
TO JUNE 30, 2022**

WHEREAS, the City of Fresno Police Department has been providing police services to properties in southeast and southwest Fresno owned by the Housing Authority of the City of Fresno and/or affiliated limited partnership(s); and,

WHEREAS, the current agreement will terminate effective June 30, 2021; and new contract effective July 1, 2021 to June 30, 2022 in an amount not exceed \$200,357.64, be paid from public housing and limited partnership operating funds and is included in the 2021 budgets; and,

WHEREAS, The Agency complexes within the scope of the agreement include: Sequoia Courts, Sequoia Courts Terrace, Fairview Heights, Sierra Plaza, Sierra Terrace, Desoto Gardens and Monte Vista. Properties owned by affiliate limited partnerships include Yosemite Village, Cedar Courts, Inyo Terrace, Viking Village and Legacy Commons; and,

WHEREAS, the level of specialized services available through the Fresno Police Department are unavailable through non-governmental security resources, and;

WHEREAS, Fresno Housing wishes to continue such police services for the security and protection of its residents; and,

WHEREAS, Fresno Housing also wishes to explore alternative resident safety strategies and continue resident engagement in partnership with a Community Benefit Organization(s) through a new contract(s) effective July 1, 2021 to June 30, 2022 in an amount not to exceed \$200,000, be paid from public housing and limited partnership operating funds and is included in the 2021 budgets; and

WHEREAS, The Agency complexes within the scope of the Community Benefit Organization agreement include: Sequoia Courts, Sequoia Courts Terrace, Fairview Heights, Sierra Plaza, Sierra Terrace, Desoto Gardens and Monte Vista. Properties owned by affiliate limited partnerships include Yosemite Village, Cedar Courts, Inyo Terrace, Viking Village and Legacy Commons; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby authorize Interim CEO/Executive Director, Angie Nguyen and/or her designee, to execute the agreement and all ancillary documents with the City of Fresno Police Department and a Community Benefit Organization(s) for the period of July 1, 2021 to June 30, 2022 in order to continue police services and add services to continue resident engagement activities and explore alternative strategies to resident safety.

PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF May, 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:

---

Angie Nguyen, Secretary of the Boards of Commissioners

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

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

**RESOLUTION AUTHORIZING SIGNING OF AGREEMENT FOR POLICE SERVICES  
WITH THE CITY OF FRESNO POLICE DEPARTMENT FOR THE PERIOD OF JULY 1, 2021  
TO JUNE 30, 2022**

WHEREAS, the City of Fresno Police Department has been providing police services to properties in southeast and southwest Fresno owned by the Housing Authority of the City of Fresno and/or affiliated limited partnership(s); and,

WHEREAS, the current agreement will terminate effective June 30, 2021; and new contract effective July 1, 2021 to June 30, 2022 in an amount not exceed \$200,357.64, be paid from public housing and limited partnership operating funds and is included in the 2021 budgets; and,

WHEREAS, The Agency complexes within the scope of the agreement include: Sequoia Courts, Sequoia Courts Terrace, Fairview Heights, Sierra Plaza, Sierra Terrace, Desoto Gardens and Monte Vista. Properties owned by affiliate limited partnerships include Yosemite Village, Cedar Courts, Inyo Terrace, Viking Village and Legacy Commons; and,

WHEREAS, the level of specialized services available through the Fresno Police Department are unavailable through non-governmental security resources, and;

WHEREAS, Fresno Housing wishes to continue such police services for the security and protection of its residents; and,

WHEREAS, Fresno Housing also wishes to explore alternative resident safety strategies and continue resident engagement in partnership with a Community Benefit Organization(s) through a new contract(s) effective July 1, 2021 to June 30, 2022 in an amount not to exceed \$200,000, be paid from public housing and limited partnership operating funds and is included in the 2021 budgets; and

WHEREAS, The Agency complexes within the scope of the Community Benefit Organization agreement include: Sequoia Courts, Sequoia Courts Terrace, Fairview Heights, Sierra Plaza, Sierra Terrace, Desoto Gardens and Monte Vista. Properties owned by affiliate limited partnerships include Yosemite Village, Cedar Courts, Inyo Terrace, Viking Village and Legacy Commons; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, hereby authorize Interim CEO/Executive Director, Angie Nguyen and/or her designee, to execute the agreement and all ancillary documents with the City of Fresno Police Department and a Community Benefit Organization(s) for the period of July 1, 2021 to June 30, 2022 in order to continue police services and add services to continue resident engagement activities and explore alternative strategies to resident safety.

PASSED AND ADOPTED THIS 25<sup>th</sup> DAY OF May, 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:

---

Angie Nguyen, Secretary of the Boards of Commissioners



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

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

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

# EXECUTIVE DIRECTOR'S REPORT

**TO:** Boards of Commissioners  
Fresno Housing  
**DATE:** May 21, 2021  
**BOARD MEETING:** May 25, 2021  
**FROM:** Angelina Nguyen  
Interim CEO/Executive Director  
**AGENDA ITEM:** 10b  
**AUTHOR:** Staff  
**SUBJECT:** Directors Report – May 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.*

### Executive Summary

FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 04/01/2021 – 04/30/2021			
	Total No. of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	980	11	98.26 %
COUNTY OF FRESNO			
County of Fresno	1263	25	97.86%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties	193	33	82.38%

## **Property Management**

The pandemic created opportunities for Property Management to enhance customer service. Although some residents continue to request face-to-face interaction, many residents appreciate the convenience of technology. Residents have portal based access through Rent Café, allowing them to make payments, check their balance, request maintenance work and much more. This technology was previously available only to Public Housing and Housing Choice Voucher residents. An upgrade late last year allowed us to include all Fresno Housing residents.

Property Management continues to reach out to all residents via video chat, email and phone calls. We have worked hard to reach out to those behind on rent to discuss payment plan options and other financial and non-financial assistance and support. Staff have taken things one-step further and helped residents complete financial assistance forms on line.

Two residents from Legacy Commons are participating in a new program for young females ages 12-14 at Fightgirl Fitness. Fresno Police Activities League (PAL) in collaboration with Fightgirl Fitness and a group of other female officers that volunteer their time, created by Fresno PAL Fightgirls. Participants work with a female officer who acts as their mentor, trainer and educator. This program is much more than fitness, it promotes self-esteem, confidence and inner strength. The program is free and included a gym bag, reusable water bottle and t-shirt. The Officer designated to Fresno Housing, Allison Kincaid, who has also provided transportation to and from the gymnasium for the two young women, referred the two participants from Legacy Commons to the program.

## **Facilities**

The Agency has reached a very important milestone in the remodel of the Central Office lobby. Working with RDT Architecture, the team successfully submitted plans for approval by the City of Fresno Planning Department. The expected turnaround is four to six weeks. Once plans are approved, staff will begin the procurement process for a General Contractor.

IT staff continues to build out the recently acquired building located at 1261 Fulton Street. Most recently, Nick Sellai worked to connect the IT infrastructure from 1261 Fulton to the IT infrastructure at the Central Office. This is a vital step in realizing many efficiency and cost saving measures expected from having two office buildings so close to each other.

## **PEOPLE**

### **Overview**

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

Efforts are ongoing and we will report on those items as outcomes are achieved.

## **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.*

## **Vaccination Event**

In partnership with the Fresno County Department of Public Health (DPH), staff organized two pop-up COVID-19 Vaccine Clinics in zip codes where vaccination participation has been a challenge. Staff from multiple departments came together to organize the clinics that served Residents, Staff, and members of the community.

Members from Housing Management and Resident Empowerment Department partnered with United Health Centers to distribute a total of 142 vaccinations over two events at the Parlier Migrant Center in Parlier. Staff took special measures, such as translation services, to ensure the vaccination did not add too much additional time to the move-in process as most of the families were traveling for multiple hours before getting to the Parlier Migrant Center.

Staff from Human Resources and Resident Empowerment partnered with volunteers from Reading and Beyond, DPH, and Pinnacle Health to host a vaccination pop-up at Parc Grove Commons. The event was able to successfully vaccinate over 60 people. The event was open to residents, staff, and the public. A follow up event is scheduled for May 20<sup>th</sup>.

Staff will continue to work with DPH to make vaccines available to Fresno County communities by not only leveraging the 80+ Fresno Housing sites, but also our most valuable asset, a deep connection between our residents and the staff who serve them on a daily basis.

## **PARTNERSHIP**

### **Overview**

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

Efforts are ongoing and we will report on those items as outcomes are achieved.

## **MANAGEMENT GOALS**

*The goals of management include our efforts to stabilize, focus, and extend activities to meet the mandate of our mission through good decisionmaking related to Sustainability (staffing, finances, effectiveness, evaluation, technology, facilities); Structure (governance); and Strategic Outreach (communications, image, visibility, public affairs, policy).*

### **Sustainability**

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

### **Human Resources**

Throughout the month of May, Damian Rivera, Training and Development Analyst, and Amber Lujano, Human Resources Coordinator, continued to assist other departments in the planning and coordination of the agency's Community Pop-Up Vaccination Health Clinics at more Fresno Housing properties. After Parc Grove Commons where over 60 vaccinations were provided, Fresno Housing hosted pop-up vaccination health clinics at Maldonado Plaza in Firebaugh on Friday, May 21<sup>st</sup> and at Legacy Commons in Fresno on Tuesday, May 25<sup>th</sup>. These events continue to be open to Fresno Housing staff and their immediate family members along with residents of agency properties, ages 12 and up. It is the agency's goal to bring as many Community Pop-Up Vaccination Clinics as possible to locations throughout Fresno County.

On Thursday, May 20<sup>th</sup> Glenn Elizarde, Human Resources Analyst, attended the Department of Housing and Urban Development's (HUD) Region IX Section 3 training where he gained more knowledge on the new Section 3 rule that requires public housing authorities to enhance and streamline the implementation of Section 3 requirements.

#### New Hires

- Marc' Bady, Chief Diversity Officer

#### Promotions

- Esteven Pineda, Maintenance Lead (promoted from Maintenance Technician)
- Jesse Zavala, Maintenance Lead (promoted from Maintenance Technician)
- Melissa Ortiz, Resident Services Coordinator (promoted from Leasing Specialist)

The Human Resources Department is currently recruiting for positions within the Housing Choice, Property Management and Administrative Services Departments.

## Structure

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

Efforts are ongoing and we will report on those items as outcomes are achieved.

## Strategic Outreach

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

Efforts are ongoing and we will report on those items as outcomes are achieved.



# Mixed Finance Properties 2020 Financial Results

*Fresno Housing*

*Boards of Commissioners Meeting*

*May 25, 2021*



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



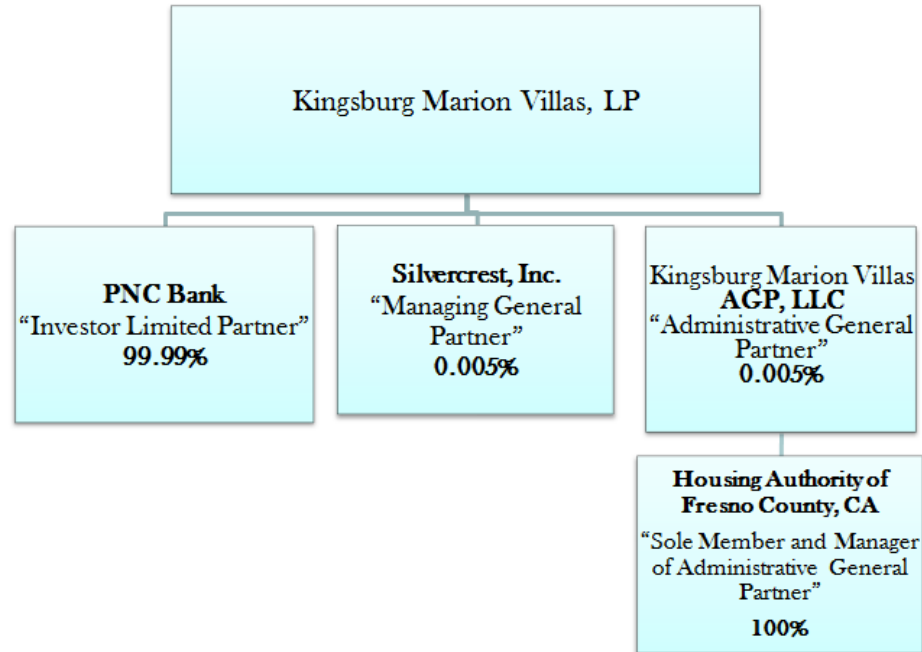
# ‘Mixed Finance’ Properties

---

- 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 are we involved?
  - Silvercrest, Inc. (an instrumentality of the HA) is the Managing General Partner of the limited partnerships, and is responsible for the ongoing operations of the partnership.
  - The Agency and its subsidiaries (Silvercrest, HRFC) have a vested interest in the properties.
  - Properties fulfill the Agency’s mission to create and sustain affordable housing.

# Sample Ownership Structure – Marion Villas

---



# Summary of Mixed Finance Properties

---

- Thirty-one (31) properties were included in the 2020 Budgets (approx. 2,000 units)
  - Villa Del Mar (2002)
  - Elderberry (2004)
  - Yosemite Village (2008)
  - Parc Grove Commons II (2010)
  - Granada Commons (2010)
  - Pacific Gardens (2011)
  - Renaissance at Trinity (2011)
  - Renaissance at Santa Clara (2011)
  - Renaissance at Alta Monte (2011)
  - Bridges at Florence (2012)
  - Parc Grove Commons NW (2012)
  - SE Fresno RAD (2013)
  - Mendota RAD (2013)
  - Orange Cove RAD (2013)
  - Kings River Commons (2014)
  - City View @ Van Ness (2014)
  - Viking Village RAD (2014)
  - Marion Villas (2015)
  - Fultonia/ Cedar Heights (2016)
  - Paseo 55 (2017)
  - Legacy Commons I (2017)
  - Rio Villas (2017)
  - Cueva De Oso (2017)
  - Fenix @ Calaveras (2017)
  - Legacy Commons II (2018)
  - Renaissance at Parc Grove (2018)
  - Blossom Trail Commons (2018)
  - Magnolia Commons (2019)
  - Oak Grove Commons (2019)
  - Mariposa Commons (2020)
  - Orchard Apartments (2020)



# 2020 Budget Goals

---

- The major goals of the 2020 budgets were 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 (2020 deals)
  - Maintain and modernize properties, as needed
  - Provide ample resident services

# Budgeting for Property Success

	2017 Results	2018 Results	2019 Results	2020 Budget	2020 Results
High Performers	20	24	25	25	27
Standard Performers	3	1	4	6	3
Low Performers	0	0	0	0	1
<b>Total</b>	<b>23</b>	<b>25</b>	<b>29</b>	<b>31</b>	<b>31</b>

- Each property is managed as a separate and independent financial entity.
- At the very least, each property should break even each year (Net Operating Income or NOI should be  $>0$ ).
  - NOI vs Cash Flow after Debt Service vs Cash Flow

# 2020 Results – Cash Flow After Debt Service Per Unit

Property Name	Units	CF after Debt Service/Per Unit
Parc Grove Commons II	215	3,620
Magnolia Commons	60	3,363
Villa Del Mar	48	3,316
Rio Villas	30	3,031
Parc Grove Northwest	148	2,972
Granada Commons	16	2,390
Renaissance at Parc Grove	39	2,366
541 @ South Tower & Cedar Heights	45	2,356
Fenix @ Calaveras & Fenix @ Glenn	30	2,274
Orange Cove RAD	90	2,172
Legacy Commons I	64	2,042
Elderberry	75	2,031
Bridges at Florence	34	1,959
Cueva de Oso	47	1,855
Viking Village RAD	40	1,828
Kings River Commons	60	1,761

Property Name	Units	CF after Debt Service/Per Unit
Marion Villas	46	1,736
Fresno RAD	193	1,725
Oak Grove Commons	56	1,699
Renaissance at Trinity	20	1,213
Orchard Apartments	40	1,194
Pacific Gardens	56	1,126
Renaissance at Santa Clara	70	1,093
Mariposa Commons	40	1,067
Mendota RAD	124	974
City View @ Van Ness	45	895
Legacy Commons II	64	821
Yosemite Village	69	604
Blossom Trail Commons	48	546
Paseo 55	55	390
Renaissance at Alta Monte	30	-500

- Green = “High Performer”
- Yellow = “Standard Performer”
- Orange = “Low Performer”

# 2020 Financial Results

## MIXED FINANCE BUDGET

Total Income

Total Expenses

**Net Operating Income**

Total Non-Operating Expenses

**Net Cash Flow**

2020 Budget	2020 Results
17,978,913	18,448,050
13,290,063	13,092,369
<b>4,688,850</b>	<b>5,355,680</b>
3,036,781	2,849,348
<b>1,652,069</b>	<b>2,506,332</b>

\$ Variance	% Variance
469,137	3%
(197,694)	-1%
<b>666,830</b>	<b>14%</b>
(187,433)	-6%
<b>854,263</b>	<b>52%</b>

- Overall, 2020 Net Operating Income was better than budgeted
- Net cash flow is also higher than budgeted

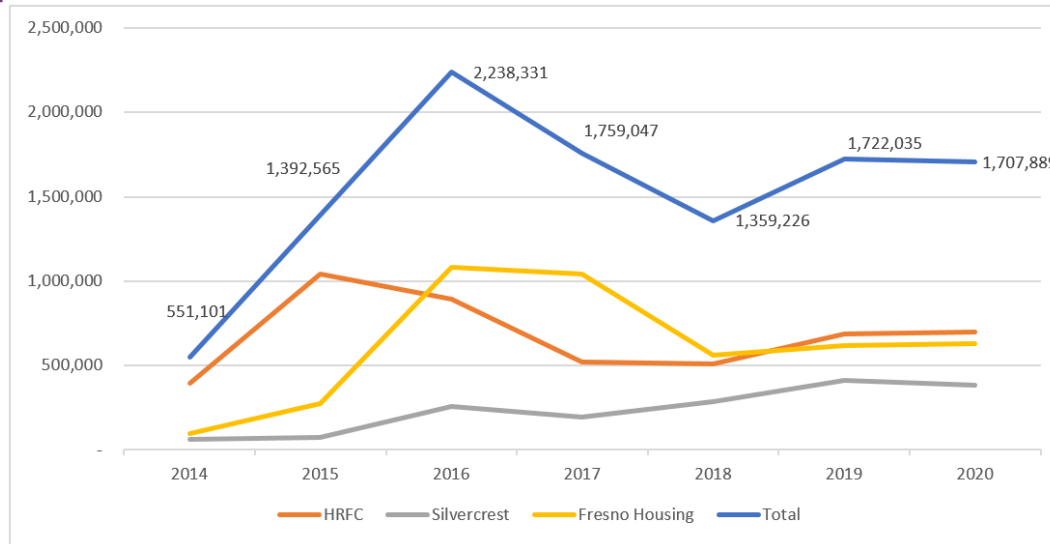
# 2020 Cash Flow Distributions

---

Entity	Amount	Type of Payment
HRFC	696,585	Loan Payments
Silvercrest, Inc.	384,200	Management Fees
Fresno Housing	627,104	Developer Fee, Loan Payments
<b>Total</b>	<b>1,707,889</b>	

- A total of \$1.7 million will be distributed to the Agency and its affiliated entities from various properties as part of the annual cash flow distributions.

# Cash Distributions 2014-2020



- Annual cash distributions have more than tripled from 2014 totals.
- Looking forward, the 2021 mixed finance budget includes an estimated \$1.2 million in cash distributions.

**This item is informational for the Fresno Housing Boards of Commissioners.**

**As the Managing General Partner, Silvercrest Inc., will be asked to accept the 2020 Mixed Finance Results.**

**Questions or Comments?**



# Real Estate Development Update

*May 25, 2021*

*Boards of Commissioners Meeting*



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





# Development Updates

---

- 2021 Rd 2 - 9% Tax Credit Funding Opportunities
  - Citrus Gardens (Orange Cove)
  - Avalon Commons (Fresno)
  - Sun Lodge (Fresno)
  - Step up on 99 (Fresno)
  - Corazon del Valle Commons (Huron)

# 2021 9% Tax Credit Opportunities

- Round 1 Update :

- The Arthur @ Blackstone (Fresno) – Results pending
- Esperanza Commons (Mendota) – Results pending

- Round 2 Outlook

- Competitive Environment
- Proposed Disaster Relief- Federal Tax Credits

**Questions?**



# Fresno Housing Resident Safety Update

*Tuesday, May 25, 2021*



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



# Recap of April Discussion

---

- Staff presented two options to enhance resident safety
  - Option 1: would renew the contract that dedicates 2 FT Officers to FH, modifies Scope of Work and adds metrics. Also includes a request to Boards to make additional investment to partner w/CBOs
  - Option 2: Would change current model and switch to contract services as other retailers have, where officers fill shifts as OT. This model would cost slightly less and staff would propose to apply savings to partner w/CBOs

# Staff Recommendation- Option 1

---

- Renew the contract to cover cost of two (2) dedicated F/ T officers
- Coverage 7 days, 10 hr shifts
- Keeps consistency of two officers known to the FH residents, staff, and neighborhood
- Maintains frequent communication w/ property staff
- Additional investment to partner with CBOs who actively engage in strategies that cultivates safety & empowerment of self & community

# Investment in CBO Partnerships

---

- Trauma-informed practices
- Advocacy & leadership
- Interventions
- Restorative Justice practices
- Alternate activities & supports
- Healing
- Across all generations

# Changes to Scope of Work

---

- Commitment to platoon schedule 5/ 10s & 3/ 10s
- Enhanced control of officer schedule
- Consistent foot patrols
- FH participation in selection process (vacancies)
- Engage with residents (& selected CBOs) in addressing safety concerns and creating alternatives to policing



# Examples of Metrics

---

- Define reporting expectations and metrics
  - Monthly Report to include:
    - *Relevant site activity*
    - *Complete listing of off-site activity*
    - *Metric: Comparative calls for service and response rates by site vs PD Zones*
    - *Metric: Comparative Part 1 & Part 2 Crimes by site vs PD Zones (Q)*
    - *Other: demographic data related to contacts made on site and type of contact*

# Evolving Work & Dialogue

---

- Brainstorm session with stakeholders & community partners about services & supports
- Ongoing evaluation of metrics
- Partners & staff to engage with residents across all generations represented at FH
- Existing commitment to Resident Empowerment
  - Resident Empowerment Ad Hoc Committee

**Any Questions?**

# Action Requested

---

- Staff recommends the Boards of Commissioners approve Fresno Housing's contract with Fresno PD in the amount prorated amount of \$200,357 (grand total of \$318,028) effective July 1, 2021 through June 30, 2022. Staff also asks the Boards to authorize up to an additional \$200,000 to partner with community benefit organizations to carry out safety enhancing strategies through active resident engagement across all generations.