



Joint Meeting of the Boards of Commissioners

October 24, 2023

5:00 P.M.

Linnaea Villas (Kingsburg)

2530 Sierra Street

Kingsburg, CA, 93631



Meeting Book - October 2023 - Joint Meeting of the Boards of Commissioners

1. Call to Order

2. Approval of the Agenda as Posted

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 of 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. The public will have an opportunity to speak on each specific item of business. Comments must be delivered in person or via teleconference when prompted by the chair and must pertain to the specific item of business being heard by the Boards. At the start of your presentation, please state your name and 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. Governance Matters

a. 5a. CEO's Report

Presented by Tyrone Roderick Williams

5a. CEOs Report

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b. Commissioner's Report

c. Nominations for Board Officers – Housing Authority of City of Fresno

6. Closed Session

a. 6a. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Gov. Code section 54956.9(d)(2).) Number of Matters: 1

7. Consent Agenda

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

a. 7a. Governance: Consideration of the Minutes of September 26, 2023

Approval of the minutes of the Board Meeting

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9a. County Resolution HAFC (Guaranty) - Step Up on 99 - Fresno Housing Authority 102

10. Adjournment

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EXECUTIVE DIRECTOR'S REPORT

TO: Boards of Commissioners

Fresno Housing Authority

FROM: Tyrone Roderick Williams

Chief Executive Officer

SUBJECT: CEO's REPORT

DATE: October 12, 2023

BOARD MEETING: October 24, 2023

AGENDA ITEM: 5a

AUTHOR: Various Staff

Executive Summary

The Boards of the Fresno Housing Authority have established 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 toward the realization of these goals.

PLACE

Overview

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

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

Development Project Overview

Name of Property	Status/Type	Address	Total Units	Percent Complete
Esperanza Commons (<i>fka Mendota Farm Labor</i>)	Under Construction	241 Tuft Street Mendota, CA	60	76%
Corazón del Valle Commons (<i>fka Huron RAD</i>)	Under Construction HCD HOME Awarded CPF Funds Awarded	Fresno and 12 th Street Huron, CA	61	96%
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Under Construction	3039 N Blackstone Avenue Fresno, CA	41	88%
Promesa Commons (<i>fka Sun Lodge/Day's Inn</i>)	Under Construction	1101 N. Parkway Drive Fresno, CA	64	82%
Citrus Commons (<i>fka Citrus Gardens</i>)	Under Construction	201 Citrus & 451 10 th St. Orange Cove, CA	30	93%
Avalon Commons Phase I (<i>fka Chestnut/Alluvial</i>)	Under Construction	7521 N. Chestnut Ave. Fresno, CA	60	10%
La Joya Commons Phase I (<i>fka Firebaugh Family</i>)	Under Construction	1501 Clyde Fannon Road Firebaugh, CA	68	0%
Manzanilla Commons (<i>fka Step Up on 99/Motel 99</i>)	Under Construction	1240 & 1280 Crystal Ave Fresno, CA	63	0%
Heritage Estates (<i>fka Florence & Plumas</i>)	Pre-Development Pending City of Fresno PLHA Award	Southwest Fresno-TBD	33	N/A
Cordillera Commons Phase I (<i>fka San Joaquin Commons</i>)	Pre-Development Pending HCD SuperNOFA Application	Corner of West Colorado Avenue & 5th Street, San Joaquin, CA 93660	51	N/A
Parkside Inn/Golden State Triage	Pre-Development Pending HCD SuperNOFA Application	1415 W. Olive Avenue, Fresno	39	N/A

	Pending City of Fresno Application Pending CTCAC Application			
North Fulton Development	Pre-Development IIG-C Contingent Award Pending City of Fresno Application	1302 Fulton Street, Fresno	TBD	N/A
Avalon Commons Phase II (<i>fka Chestnut/Alluvial</i>)	Pre-Development City of Fresno LHTF Awarded Pending HCD SuperNOFA Application Pending City of Fresno Application	7521 N. Chestnut Ave. Fresno, CA	45	N/A
La Joya Commons Phase II (<i>fka Firebaugh Family</i>)	Pre-Development	1501 Clyde Fannon Road Firebaugh, CA	TBD	N/A
California Avenue Neighborhood	Pre-Development Planning CNI Awarded	Southwest Fresno - TBD	TBD	N/A

Project Highlights

PUBLIC

Overview

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

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

PARTNERSHIP

Overview

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

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

Project	Organization	Role
The Arthur @ Blackstone (<i>fka Blackstone/Simpson</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Avalon Commons Phase I (<i>fka Chestnut/Alluvial</i>)	Fresno County Department of Behavioral Health	Partner in application to the No Place Like Home program to provide housing and services to homeless populations
Project Homekey	City of Fresno Turning Point Fresno County	Partner in application to the Homekey program and operational funding to provide housing to populations most vulnerable to COVID-19

MANAGEMENT GOALS

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

Sustainability

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

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

Human Resources

This month the Supervisor Academy cohort covered "Conflict Resolution and De-Escalation" and the "Labor and Employee Relations" modules which are designed to help participants effectively manage conflicts and understand how to practice as well as maintain positive employee and labor relations. The Aspire Academy workshops this month include "Inclusive Leadership", "Performance Development and Management," as well as "Recognition Coaching and Progressive Discipline," offering insights into employee inclusion and performance improvement.

In addition, October's safety focus is "Safety Reminders for the Holidays," where employees have received tips on safe decorating, fire safety, travel safety, and food safety in the office and at home for the upcoming holiday season.

The Human Resources department is in varying stages of conducting recruitment for the job titles noted below. Over the last month, **22** interviews have been conducted.

<u>Working Title</u>	<u>Internal/External</u>	<u>Vacancies</u>	<u>Department</u>
Assistant Project Manager	Both	1	Real Estate Development
Maintenance Technician	Both	4	Property Management
Real Estate Development Manager	Both	1	Real Estate Development

Structure

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

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

Strategic Outreach

This month, the Strategic Initiatives and Partnerships Department launched the *Pathways* to Homeownership program – a homeownership education and supportive services program for Fresno Housing families. The program, in partnership with the Southwest Fresno Development Corporation, will provide HUD-approved Homeownership Counseling classes, financial literacy workshops and tools, credit counseling, and other support services for residents aspiring to become homeowners. The application portal is currently open for all residents wanting to pursue homeownership opportunities. For more information or to register, please email Homeownership@fresnohousing.org

Property Management

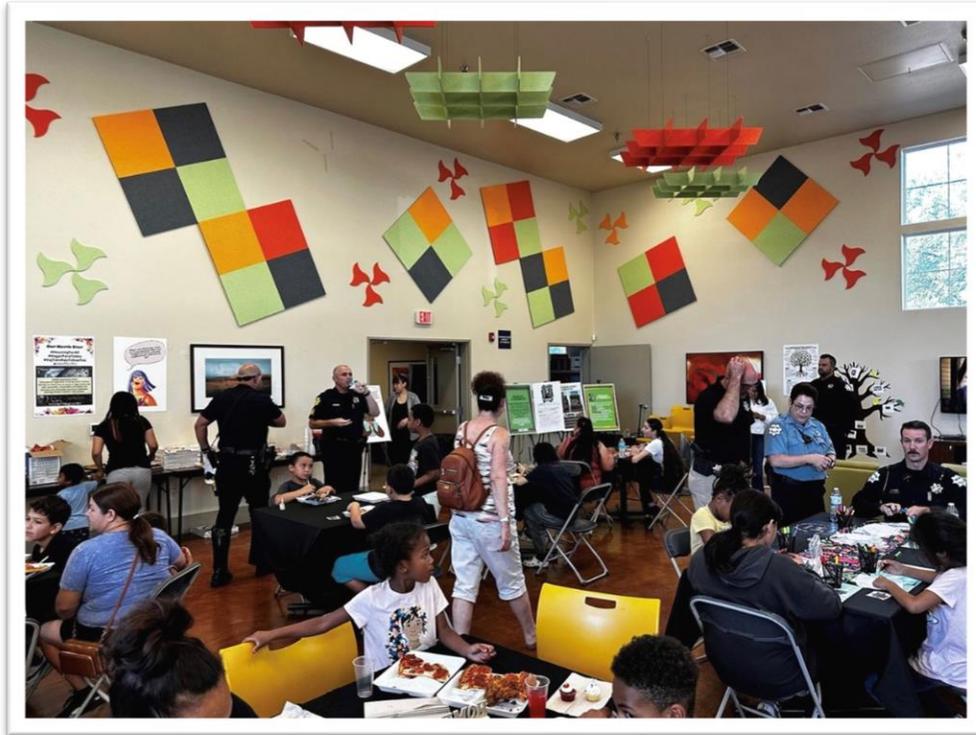
FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 03/01/2023-03/31/2023			
	Total No. of Units	Total Vacant	Current Occupancy
CITY OF FRESNO			
City of Fresno	1184	30	96.79%
COUNTY OF FRESNO			
County of Fresno	1157	35	96.28%
COUNTY OF FRESNO - SEASONAL			
Seasonal Properties	191	56	70.68%
Hold/In Construction	207	90	56.52%

Budget season is underway and this year, site staff and maintenance staff were invited to participate. All staff members who participated were fully engaged and had great questions and recommendations for 2024.

Property Management is preparing to open several site-specific Interest Lists. Part of the preparation includes reaching out to all applicants currently on our Interest Lists to ensure continued interest. Our Save My Spot campaign is currently active and running through October 30th. This allows applicants the option to remain active on any interest lists that they are currently on. Folks who do not respond by the deadline will be removed from the Interest List before we allow new applicants to apply. Anyone removed will have 6 months from the day they are removed to request reinstatement to any interest list they were removed from for not meeting the deadline. Interest lists are expected to open in mid-November.

Cedar Courts Staff and Resident Services hosted a Neighbor's Night Out event on the 20th of September. Neighbors Night Out is an event held throughout the city of Fresno to build safer Fresno communities through engagement, education, and empowerment. As part of our Neighborhood Watch and Resident Safety Program Families from Cedar Courts and surrounding homes and apartments were encouraged to participate. We had a great turnout!





Innovation Technology and Information Systems

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

Resident Empowerment

Sherwin Williams Paint Training – October 16th - 20th

Sherwin Williams “Home Work” Painter training program is a 5-day course of intense training and testing for the Environmental Protection Agency (EPA) Renovation, Repair, and Painting (RRP) Certification at Legacy Commons. Participants received hands-on experience by working in groups and using the skills they learned to paint apartment units. The training included discussions on ethics, responsibility, dedication, and commitment to apply for any new employment and training opportunities. Fifteen (15) program participants received a Sherwin-Williams certificate of completion and are placed in the FH skills assessment database to inform them of future employment and training opportunities.

Legacy Music Studio Showcase

On October 20th at 5:00 p.m., Cellblock Enterprises will be hosting at Legacy Commons a music showcase. Youth participating in the Videography program utilizing the Music Studio at Legacy will be sharing their work. Also at the Showcase will be the Gallery Walk for the agency’s strategic plan. Information below.

Strategic Plan Gallery Walk

Fresno Housing has collaborated with Faith in the Valley, the Central Valley Housing Data Repository, the Center for Community Justice, and the Center for Community Voices to engage residents in the 5-year strategic planning process. Residents will have the chance to gain insights into the concept of a strategic plan, understand the advantages of participating in Fresno Housing's strategic plan, and explore the historical development of public housing in the United States. Three events have been held at various Fresno Housing properties in Fresno County. Please refer to the remaining events below.

Legacy Commons	Friday, October 20 th at 5:00 pm
Oak Grove Commons (Parlier)	Thursday, November 2 nd at 5:00 pm
Linnaea Commons (Kingsburg)	Friday, November 3 rd at 3:00 pm
Maldonado Plaza (Family Education Center)	Wednesday, November 8 th at 4:30 pm

Tech Connect - Savvy Seniors

The 4-week course for senior residents is coming to an end. The 16-hour course provided senior residents to gain a better understanding of technology, learn basic digital skills, learn how to use the internet safely and engage with online social and learning platforms. A celebration will be held at the locations below, where senior residents will share their experience with refreshments, receive a certificate of completion, and get to keep their Apple iPads.

- Rio Villas (Firebaugh) Wednesday, October 25, at 11:00 am
- Wedgewood Commons (Sanger) Thursday, October 26, at 11:00 am

Trunk-or-Treat

Resident Empowerment will be hosting and will be attending a local Trunk-or-Treat event. Fresno Housing staff and residents will be participating in decorating their vehicle trunks and passing out candies to trick-or-treaters at Cedar Courts. In addition, the Central District Fresno Police Department is hosting its Trunk or Treat at Manchester Center. Information on the events is listed below:

- Manchester Center Saturday, October 2nd – 10:00am – 2:00pm
- Cedar Courts Tuesday, October 31st - 3:00pm – 5:00pm

Here's a little snip of the conference Lucinda and Mary attended and were guest speakers in one of the sessions along with the Atlanta Housing Authority. Both agencies were on the 2023 Campaign for Grade-Level Reading Housing Communities Honor Roll. We shared our literacy activities with an emphasis on Tech Connect.

National Summer Learning Conference (NSLC) – Washington, DC

Session: Professional Learning Community for Public and Affordable Housing Leaders

Engage in peer exchanges to consider and share your own best practices and experiences using and sharing data to enhance your summer learning program and implementing digital equity initiatives as part of your summer programming.

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

Tuesday, September 26, 2023

5:00 P.M.

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular joint session on Tuesday, September 26, 2023, at 1260 Fulton Street, Fresno, CA. The public was able to join in person and via teleconference.

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

PRESENT: Adrian Jones, Chair
 Areli Rios
 Isaiah Green
 Paul Idsvoog

ABSENT: Sharon Williams
 Ruby Yanez
 Emogene Nelson

The regular joint meeting was called to order at 5:05 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
 Valori Gallaher
 Kyle Chaney
 Joey Fuentes

ABSENT: Sophia Ramos
 Amadeo Garcia

Also, in attendance were the following: Tyrone Roderick Williams, CEO; Ken Price, Baker Manock and Jensen - General Counsel

2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

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

MOTION PASSED: 4 – 0

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

MOTION PASSED: 4– 0

There was no public comment.

3. PUBLIC COMMENT AND PRESENTATIONS

Mr. Eric Payne, Central Valley Urban Institute- Presented that his organization stood with a letter of support for the CEO Evaluation. Mr. Payne highlighted that during Mr. Williams tenure as CEO, he has demonstrated remarkable skills and effectively implemented and oversaw important initiatives that have had a positive impact on housing programs in Fresno amongst a host of other achievements met or in progress under the leadership of Mr. Williams.

Mr. Payne also thanked Tammy Townsend for stepping in as an interim during this transition.

Mr. Donald McQuiller, representative of the community- Presented his concern on development in the community. He is requesting we keep the commitment and be strategic and tactical when it comes to the West Fresno community. His request is that this community remain on the agenda.

Roger Brown, representative of the community- Presented that there were some promises made by Fresno Housing about 5 years ago surrounding CAN and he does not feel like the commitments have been kept. He is expecting more results.

Sharmaine Wiley, representative of the community- Declined to speak (Permission to speak form was filled out).

4. POTENTIAL CONFLICTS OF INTEREST

There was no conflicts of interest.

5. PRESENTATIONS, ACKNOWLEDGEMENTS, and AWARDS

- a. Presented by Tyrone Roderick Williams

6. GOVERNANCE MATTERS

- a. CEO's Report – Presented by Tyrone Roderick Williams

In addition to the written report, Mr. Williams shared:

- 2023 Agency Goals Presentation.
 - 1. Mr. Williams covered the goals, efforts, and successes of each department across the Agency along with goals that are still in progress.
- CEO Goals for 2023 and beyond were shared.

There was no public comment.

- b. Commissioners' report - Presented by Chair Adrian Jones

- Chair Jones reported as follows:
 - o Chair Jones will be concluding her tenure as Vice Chair for National Commissioners Committee for NAHRO this year. She has been asked by the incoming President to remain on the committee. She has also been asked the Chair the Advocacy Sub Committee, more to come on that.
- August Advocacy Letters submission was a success, the goal was met.

7. CLOSED SESSION

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1749 "L" Street, Fresno, CQ 93721, APN: 466-132-01

Agency Negotiator: Tyrone Roderick Williams

Negotiating Parties: Fresno Housing & Joe B. Anaya, Maribel Vera-Anaya

Under Negotiation: Price and Terms of Payment

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Giffen Dr., Huron, CA 93234: APN: 075-091-25ST

Joint Board Meeting

Action Minutes: 09.27.23 Minutes

Adopted:

Agency Negotiator: Tyrone Roderick Williams
Negotiating Parties: Fresno Housing and Forward Housing, Affordable Housing
Development Corporation

Under Negotiating: Price and Terms of Payment

c. Employee Performance Evaluation

Title: CEO

The Boards of Commissioners entered closed session at 5:42 p.m.

The Boards of Commissioners returned from closed session at 6:25 p.m. and resumed open session.

No report from closed session

8. CONSENT AGENDA

a. Governance: Consideration of the Minutes for the Joint Regular Board Meeting on August 22, 2023.

Approval of the minutes of the Board Meeting

b. Consideration of Seniority and Layoff Policy for Unrepresented Employees

c. Consideration of Employee Identification Badge Policy

d. Consideration of Designation of Employees Status Policy

e. Consideration of Maintenance of Employee Personnel Files Policy

f. Consideration of the Retirement Preparation Program Policy

g. 2023 Extension of Yardi Agreement

h. Consideration of Pre-Development Funding Request for Heritage Estates and North
Fulton

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

MOTION PASSED: 4 – 0

CITY MOTION: *Commissioner Green moved, seconded by Commissioner Idsvoog to approve the amended consent agenda.*

MOTION PASSED: 4 – 0

Joint Board Meeting

Action Minutes: 09.27.23 Minutes

Adopted:

There was no public comment.

9. INFORMATION ITEMS

a. Resident Services Summer Recap

Marc' Bady, Chief Inclusion & Empowerment Officer, Tiffany Mangum, and Mary Helen Caggianelli presented on this item

b. Strategic Plan Update

Marc' Bady, Chief Inclusion & Empowerment Officer, Tiffany Mangum, and Mary Helen Caggianelli presented on this item

c. HCV Update

Brandy Woodard, Chief of Housing Choice Programs and Initiatives, presented on this item.

d. Real Estate Update

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

e. Budget Development

Tammy Townsend, Deputy Executive Director, and Nicole Diaz, Director of Finance & Accounting presented on this item.

Eric Payne, Central Valley Urban Institute, shared his thoughts on the police contracts with the City of Fresno and that the resident's needs for safety have been made loud and clear. He is asking that when the budget team looks at areas to trim when it comes to the budget hopes that the Agency won't forget to keep programs supported financially.

10. ACTION

a. Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of the City of Fresno

COUNTY MOTION: *Commissioner Chaney moved, seconded by Commissioner Gallaher to approve the Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of the City of Fresno*

MOTION PASSED: 4 – 0

CITY MOTION: *Commissioner Green moved, seconded by Commissioner Idsvoog to approve Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of the City of Fresno*

MOTION PASSED: 4 – 0

- b. Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of Fresno County.

COUNTY MOTION: *Commissioner Gallaher moved, seconded by Commissioner Chaney to approve the Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of Fresno County.*

MOTION PASSED: 4 – 0

CITY MOTION: *Commissioner Rios moved, seconded by Commissioner Green to approve the Consideration to Receive and File the 2022 Comprehensive Agency Audit for the Housing Authority of Fresno County.*

MOTION PASSED: 4 – 0

- c. Update and Consideration of Approval of 2024 Agency Plans

NO ACTION REQUIRED

MOTION PASSED: 8 – 0

- d. Award of Interior Design and Furniture Installation Contract-Multiple Contractors for Specific Fresno Housing Properties

COUNTY MOTION: Commissioner Gallaher moved, seconded by Commissioner Chaney to approve the Award of Interior Design and Furniture Installation Contract-Multiple Contractors for Specific Fresno Housing Properties.

MOTION PASSED: 4 – 0

CITY MOTION: Commissioner Idsvoog moved, seconded by Commissioner Rios to approve the Award of Interior Design and Furniture Installation Contract-Multiple Contractors for Specific Fresno Housing Properties.

MOTION PASSED: 4 – 0

- e. Consideration of Application to the U.S. Department of Housing and Urban Development for 2024 Continuum of Care Funding

COUNTY MOTION: Commissioner Chaney moved, seconded by Commissioner Gallaher to approve the Consideration of Application to the U.S. Department of Housing and Urban Development for 2024 Continuum of Care Funding.

MOTION PASSED: 4 – 0

CITY MOTION: Commissioner Rios moved, seconded by Commissioner Idsvoog to approve the Consideration of Application to the U.S. Department of Housing and Urban Development for 2024 Continuum of Care Funding.

MOTION PASSED: 4 – 0

- f. Consideration of Delegating Authority to Tyrone Roderick Williams, CEO, to negotiate and complete the sale of the Helm Home

COUNTY MOTION: Commissioner Fuentes moved, seconded by Commissioner Gallaher to approve the Consideration of Delegating Authority to Tyrone Roderick Williams, CEO, to negotiate and complete the sale of the Helm Home.

MOTION PASSED: 4 – 0

CITY MOTION: *Commissioner Green moved, seconded by Commissioner Idsvoog to approve the Consideration of Delegating Authority to Tyrone Roderick Williams, CEO, to negotiate and complete the sale of the Helm Home.*

MOTION PASSED: 4 – 0

- g. Consideration of Amended Housing and Community Development Homekey Resolution for Promesa Commons

COUNTY MOTION: *Commissioner Chaney moved, seconded by Commissioner Gallaher to approve Consideration of Amended Housing and Community Development Homekey Resolution for Promesa Commons.*

MOTION PASSED: 4 – 0

CITY MOTION: *Commissioner Rios moved, seconded by Commissioner Green to approve the Consideration of Amended Housing and Community Development Homekey Resolution for Promesa Commons.*

MOTION PASSED: 4 – 0

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 7:57 p.m.

Tyrone Roderick Williams, Secretary to the Boards of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 7 b
SUBJECT: Consideration of the Medical Standards and Examination Policy

AUTHOR: Jeff Cardell
DEPARTMENT: Human Resources
MEMO DATE: 10/19/2023

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to approve revision of the Medical Standards and Examination Policy that was last approved by the Boards in May 2009. This policy is being updated to delete outdated provisions regarding pre-employment substance abuse testing, identify which positions are subject to pre-employment physical fitness examinations and delineate the interactive process associated with pre-employment examinations.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the revised Medical Standards and Examination Policy.

Fiscal Impact

There is no immediate fiscal impact associated with adoption of the Medical Standards and Examination Policy.

Background Information

As part of the continuing effort to ensure the Agency's Personnel Policies remain current, the Medical Standards and Examination Policy has been revised in collaboration with Senior Leaders and labor partners. As noted above this policy is being revised to:

1. Remove language indicating substance abuse tests are conducted as part of the pre-employment physical because the Agency has not conducted substance abuse/drug tests for a number of years.
2. Clarify that pre-employment physical fitness exams will be conducted with candidates that have been selected for the following positions: Maintenance Assistant, Technician, Lead or Specialist and Housing Quality Standards Inspectors.

FRESNO HOUSING

3. Include specific language that describes the interactive process when the examining physician identifies any limitations or restrictions as part of the pre-employment physical fitness examination.
4. Clarify that fitness for duty exams may be conducted when in the judgment of the supervisor, Chief and the Human Resources Director it is necessary.
5. Clarify that the Human Resources Department will facilitate the interactive process if any limitations or restrictions are identified following a fitness for duty examination.

Medical Standards & Examination Policy

To be eligible for employment with the Agency, every candidate who has received a conditional offer of employment for full-time or temporary work as a Maintenance Assistant, Technician, Lead or Specialist and Housing Quality Standards Inspectors shall be required to pass a pre-employment physical fitness examination. The examination shall be conducted by an Agency designated examining physician. The extent of the physical examination will be determined by the requirements of the job for which the candidate is being considered. The results of the physical fitness examination will be used to determine the applicant's physical ability to perform job-related functions. Required physical examinations shall be paid for by the Agency.

In the event the examining physician identifies that the candidate has limitations or restrictions, the Human Resources Department will collaborate with the candidate's Department and the candidate to determine if the limitations or restrictions can be reasonably accommodated. However, if a reasonable accommodation is not available or is not effective in enabling the candidate to perform the essential functions of the job, then the candidate will be notified that the job offer is withdrawn.

An employee may be required to take a medical examination conducted by a physician who is designated or approved by the Agency whenever, in the judgment of either the employee's supervisor, Chief and the Director of Human Resources, it is necessary to determine an employee's fitness or ability to safely and/or effectively perform the duties and responsibilities of the job (commonly known as a "fitness for duty examination").

In the event the examining physician identifies that the employee has limitations or restrictions, the Human Resources Department will collaborate with the employee's Department and the employee to determine if the limitations or restrictions can be reasonably accommodated. However, if no alternative position is available, and a reasonable accommodation is not available or is not effective in enabling the employee to perform the essential functions of their job, then the employee may be terminated due to inability to safely and/or effectively perform the essential functions of the job.

Medical Standards & Examination Policy. Approved 10/24/2023

RESOLUTION No. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION TO APPROVE THE MEDICAL STANDARDS AND EXAMINATION
POLICY**

WHEREAS, the Board of Commissioners approved the Medical Standards and Examination Policy in May 2009; and

WHEREAS, the Medical Standards and Examination Policy is revised to identify which positions are subject to pre-employment physical fitness examinations and update the policy regarding pre-employment substance abuse tests as well as any requisite interactive processes;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the Medical Standards and Examination Policy.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

RESOLUTION No. _____

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

**RESOLUTION TO APPROVE THE MEDICAL STANDARDS AND EXAMINATION
POLICY**

WHEREAS, the Board of Commissioners approved the Medical Standards and Examination Policy in May 2009; and

WHEREAS, the Medical Standards and Examination Policy is revised to identify which positions are subject to pre-employment physical fitness examinations and update the policy regarding pre-employment substance abuse tests as well as any requisite interactive processes;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the Medical Standards and Examination Policy.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 7 c
SUBJECT: Consideration of a Resolution Deleting the Probationary Period, Footwear and Frequent Flyer Policies

AUTHOR: Jeff Cardell
DEPARTMENT: Human Resources
MEMO DATE: 10/19/2023

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to approve deleting the Probationary Period, Footwear and Frequent Flyer Personnel Policies. These policies are being deleted because they are redundant or no longer needed.

Recommendation

It is recommended that the Boards of Commissioners approve and the resolution deleting the Probationary Period, Footwear and Frequent Flyer policies

Fiscal Impact

There is no fiscal impact associated with adoption of the Resolution deleting the three Personnel Policies.

Background Information

As part of the continuing effort to ensure the Agency's Personnel Policies remain current, the Probationary Period and Footwear policies are being recommended for deletion because they are contained in the Memorandum of Understanding with Service Employees International Union. In addition, footwear is otherwise addressed in the Agency Dress Code. The Frequent Flyer policy is being recommended for deletion because we do not have staff that utilizes air transportation frequently and changes in airline industry practices make this policy obsolete.

RESOLUTION No. _____

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

**RESOLUTION TO APPROVE DELETING THE PROBATIONARY PERIOD,
FOOTWEAR AND FREQUENT FLYER PERSONNEL POLICIES**

WHEREAS, the Board of Commissioners approved the Frequent Flyer and Probationary Period policies in February 2007, and the Footwear policy in October 2021; and

WHEREAS, the Probationary Period, Footwear and Frequent Flyer Personnel Policies are to be deleted because they are redundant or no longer applicable;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the deletion of the Probationary Period, Footwear and Frequent Flyer Personnel Policies.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

RESOLUTION No. _____

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

**RESOLUTION TO APPROVE DELETING THE PROBATIONARY PERIOD,
FOOTWEAR AND FREQUENT FLYER PERSONNEL POLICIES**

WHEREAS, the Board of Commissioners approved the Frequent Flyer and Probationary Period policies in February 2007, and the Footwear policy in October 2021; and

WHEREAS, the Probationary Period, Footwear and Frequent Flyer Personnel Policies are to be deleted because they are redundant or no longer applicable;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the deletion of the Probationary Period, Footwear and Frequent Flyer Personnel Policies.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 7 d
SUBJECT: Consideration of the Resignation, Retirement or Death of an Employee Policy

AUTHOR: Jeff Cardell
DEPARTMENT: Human Resources
MEMO DATE: 10/19/2023

Executive Summary

The purpose of this memo is to ask the Boards of Commissioners to approve revision of the Resignation, Retirement or Death of an Employee Policy that was last approved by the Boards in May 2009. This policy is being revised to update terminology and format as well as identify that Human Resources will contact an employee's family after the employee passes away.

Recommendation

It is recommended that the Boards of Commissioners approve and adopt the revised Resignation, Retirement or Death of an Employee Policy.

Fiscal Impact

There is no immediate fiscal impact associated with adoption of the Resignation, Retirement or Death of an Employee Policy.

Background Information

As part of the continuing effort to ensure the Agency's Personnel Policies remain current, the Resignation, Retirement or Death of an Employee Policy has been revised in collaboration with Senior Leaders and our labor partners. As noted above this policy is being revised to

1. Updating terminology to replace the term regular retirement with service retirement.
2. Adding language that indicates the Human Resources Department will contact an employee's designated family after they pass away if the family does not first contact the Agency.
3. Adding the heading of Beneficiary Designation to distinguish the difference in the content of the Death of an Employee section.

Resignation, Retirement or Death of Employee Policy

Resignation

A resignation occurs when an employee notifies the Agency, in writing, that they intend to terminate their employment with the Agency and then subsequently does so. An employee who desires to terminate their employment shall submit a written resignation at least two (2) weeks prior to the effective date of the resignation.

Retirement

A service retirement occurs when an employee who meets or exceeds the age and service credit requirements provides written notice to the Agency of their retirement including their last day of work first day of retirement consistent with the retirement application on file with the retirement system(s). An employee planning to retire shall submit a written notice at least thirty (30) days before the effective date of retirement.

Information to assist employees with pre-retirement planning shall be available in the Human Resources Department.

Death of an Employee

In the event of the death of an employee, the employee's estate or designated beneficiary(s) shall be paid all compensation and leave time accrued as though the employee had resigned on the last day worked. An employee's survivor(s) can contact the Human Resources Department for assistance regarding a deceased employee's benefits in the absence of such contact Human Resources staff will contact the employee's designated family member.

Beneficiary Designation

An employee shall have the opportunity to change the designation of their beneficiary(s) for one or more of the Agency's benefit programs (i.e., Life Insurance, PERS, etc.) at any time. Employees can make these updates online through their account or contact the Human Resources Department for assistance.

RESOLUTION No. _____

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

**RESOLUTION TO APPROVE THE RESIGNATION, RETIREMENT OR DEATH OF
AN EMPLOYEE POLICY**

WHEREAS, the Board of Commissioners approved the Resignation, Retirement or Death of an Employee Policy in May 2009; and

WHEREAS, the Resignation, Retirement or Death of an Employee Policy is revised to update terminology and format as well as identify that role of Human Resources when an employee passes away;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the Resignation, Retirement or Death of an Employee Policy.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

RESOLUTION No. _____

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

**RESOLUTION TO APPROVE THE RESIGNATION, RETIREMENT OR DEATH OF
AN EMPLOYEE POLICY**

WHEREAS, the Board of Commissioners approved the Resignation, Retirement or Death of an Employee Policy in May 2009; and

WHEREAS, the Resignation, Retirement or Death of an Employee Policy is revised to update terminology and format as well as identify that role of Human Resources when an employee passes away;

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the above agency does hereby approve the Resignation, Retirement or Death of an Employee Policy.

PASSED AND ADOPTED THIS 24th day of October, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tyrone Roderick Williams, Secretary of the Board of Commissioners

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 7e
SUBJECT: 2024 Proposed Utility Allowance Schedules – HUD Housing Assistance Programs and Low-Income Housing Tax Credit

AUTHOR: Stephanie Moreira
DEPARTMENT: Compliance Manager
MEMO DATE: Property Management
10/19/2023

Executive Summary

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

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

In accordance with applicable U.S. Dept. of Housing and Urban Development (HUD) program regulations, Public Housing Authorities (PHAs) of LIPH and HCV programs must review the UA schedules annually and revise allowances if there has been a change of 10% or more in the utility rate since the last UA schedule revision. Based on the results of the annual review, there was an increase in utility charges for some localities and utility services of more than 10% from 2023, thus revisions will be implemented for 2024 in accordance with program requirements.

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

The attached UA Charts for the LIPH program and UA Schedules for HCV program are for informational purposes only and do not require Board approval. The changes for both programs are effective January 1, 2024.

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

FRESNO HOUSING

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

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

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

Group A (Board Action Required)

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

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

Schedule A.2 - Site Specific LIHTC

1. Rio Villas - Tax Credit/PBV - Multi-Family Apartment-Pending
2. Parc Grove Commons Northwest - Tax Credit/PBV - Apartment/Multi-Family
3. Parc Grove Commons II - Apartment/Multi-Family
4. Solivitia Commons- Tax Credit/PBV - Apartment/Multi-Family
5. Alegre Commons-Tax Credit/PBV – Apartment/Multi-Family
6. Linnaea Villas-Tax Credit/PBR- Apartment/Multi-Family

Group B (Informational Only)

- Chart B.1 - Low Income Public Housing (LIPH) (page 1-3)
- Schedule B.2 -Housing Choice Voucher (HCV-Section 8) (page 1-14)
- Schedule B.3 – Mixed Finance Properties (LIPH with LIHTC)
 - Kerman Acres (Granada Commons) - Apartment/Multi-Family
 - Pacific Gardens – Apartment/Multi-Family
 - Yosemite Village - Row House/Townhouse/Semi-Detached/Duplex/Detached House
 - Parc Grove Commons II – LIPH/ACCApartment/Multi-Family
- Schedule B.4- PBV only
 - Wedgewood Commons- Row House/Townhouse

FRESNO HOUSING

Recommendation

It is recommended that the Board of Commissioners of the Fresno Housing adopt the LIHTC utility allowance rates (Group A, Schedule A.1, and Schedule A.2) for new construction, rehabilitation multi-family complexes and mixed finance projects in Fresno County for units developed under IRC Section 42 (LIHTC), to be effective January 1, 2024.

Fiscal Impact

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

Background Information

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

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

RESOLUTION NO. _____

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

RESOLUTION ADOPTING INTERNAL REVENUE CODE
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2024

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

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

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

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated August 2023;

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

PASSED AND ADOPTED THIS 24th DAY OF October 2023. 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:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

RESOLUTION NO. _____

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

RESOLUTION ADOPTING INTERNAL REVENUE CODE
SECTION 42 LIHTC UTILITY ALLOWANCE SCHEDULES FOR 2024.

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

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

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

WHEREAS, due to the complexity of the data required to develop the utility allowances, the services of Nelrod Company of Fort Worth, Texas have been utilized to develop these dated August 2023;

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

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER 2023. 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:

Tyrone Roderick Williams, Secretary of the Boards of Commissioners

Utility Allowance Schedule

U.S. Department of Housing and Urban

OMB Approval No. 2577-0169

See Public Reporting and Instructions on back.

Development

(exp. 04/30/2026)

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Multi-Family Low-Rise (1-4 Units) (LIHTC)					Date (mm/dd/yyyy) 1/01/2024			
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	
Heating	Natural Gas	\$22.00	\$26.00	\$29.00	\$30.00	\$32.00	\$33.00	\$36.00	\$39.00	
	Bottle Gas									
	Electric	\$25.00	\$30.00	\$36.00	\$42.00	\$49.00	\$55.00	\$60.00	\$64.00	
	Electric Heat Pump	\$19.00	\$22.00	\$26.00	\$30.00	\$33.00	\$36.00	\$39.00	\$42.00	
	Fuel Oil									
Cooking	Natural Gas	\$3.00	\$4.00	\$6.00	\$7.00	\$8.00	\$11.00	\$12.00	\$14.00	
	Bottle Gas									
	Electric	\$8.00	\$9.00	\$13.00	\$17.00	\$21.00	\$25.00	\$27.00	\$29.00	
Other Electric	<i>(Includes California Climate Credit)</i>	\$29.00	\$35.00	\$52.00	\$68.00	\$84.00	\$105.00	\$115.00	\$125.00	
Air Conditioning		\$17.00	\$21.00	\$29.00	\$37.00	\$45.00	\$54.00	\$58.00	\$62.00	
Water Heating	Natural Gas	\$8.00	\$10.00	\$15.00	\$19.00	\$24.00	\$28.00	\$30.00	\$33.00	
	Bottle Gas									
	Electric	\$22.00	\$26.00	\$34.00	\$41.00	\$48.00	\$55.00	\$59.00	\$64.00	
	Fuel Oil									
Water		N/A								
Sewer										
Trash Collection										
Other specify: Natural Gas Charge \$-4.40		-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	
Range /Microwave										
Refrigerator										
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance		Allowance		
Head of Household Name						Heating				
Unit Address						Cooking				
						Other Electric				
						Air Conditioning				
						Water Heating				
Number of Bedrooms						Water				
						Sewer				
						Trash Collection				
						Other				
Number of Bedrooms						Range/Microwave				
						Refrigerator				
						Total				



adapted from form HUD-52667

(04/2023)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

**U.S. Department of Housing and Urban
Development**

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Multi-Family Mid-Rise (5 or More Units) (LIHTC)					Date (mm/dd/yyyy) 1/01/2024			
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	
Heating	Natural Gas	\$15.00	\$18.00	\$21.00	\$22.00	\$25.00	\$26.00	\$29.00	\$30.00	
	Bottle Gas									
	Electric	\$17.00	\$20.00	\$25.00	\$31.00	\$36.00	\$41.00	\$44.00	\$48.00	
	Electric Heat Pump	\$15.00	\$17.00	\$21.00	\$23.00	\$26.00	\$28.00	\$31.00	\$33.00	
	Fuel Oil									
Cooking	Natural Gas	\$3.00	\$4.00	\$6.00	\$7.00	\$8.00	\$11.00	\$12.00	\$14.00	
	Bottle Gas									
	Electric	\$8.00	\$9.00	\$13.00	\$17.00	\$21.00	\$25.00	\$27.00	\$29.00	
Other Electric	<i>(Includes California Climate Credit)</i>	\$23.00	\$28.00	\$41.00	\$54.00	\$68.00	\$81.00	\$89.00	\$98.00	
Air Conditioning		\$16.00	\$19.00	\$26.00	\$33.00	\$40.00	\$48.00	\$52.00	\$55.00	
Water Heating	Natural Gas	\$7.00	\$8.00	\$11.00	\$15.00	\$19.00	\$22.00	\$24.00	\$25.00	
	Bottle Gas									
	Electric	\$18.00	\$21.00	\$27.00	\$33.00	\$38.00	\$44.00	\$48.00	\$51.00	
	Fuel Oil									
Water		N/A								
Sewer										
Trash Collection										
Other specify: Natural Gas Charge \$-4.40		-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	-\$4.00	
Range /Microwave										
Refrigerator										
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance		Allowance		
Head of Household Name						Heating				
Unit Address						Cooking				
						Other Electric				
						Air Conditioning				
						Water Heating				
Number of Bedrooms						Water				
						Sewer				
						Trash Collection				
						Other				
Number of Bedrooms						Range/Microwave				
						Refrigerator				
						Total				



adapted from form HUD-52667

(04/2023)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

Group A
OMB Approval No. 2577-0169
(exp. 04/30/2026)

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type: Multi-Family (Apartment)					Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$15.00	\$18.00	\$21.00	\$23.00	\$26.00	\$29.00	
	Natural Gas <i>(SoCal Gas)</i> <i>(Includes Climate Credit)</i>	\$21.00	\$24.00	\$26.00	\$29.00	\$31.00	\$34.00	
	Bottle Gas	\$48.00	\$54.00	\$64.00	\$70.00	\$77.00	\$83.00	
	Electric	\$21.00	\$25.00	\$31.00	\$37.00	\$44.00	\$50.00	
	Electric Heat Pump	\$18.00	\$21.00	\$25.00	\$28.00	\$31.00	\$34.00	
	Fuel Oil							
Cooking	Natural Gas <i>(avg)</i>	\$4.00	\$4.00	\$7.00	\$8.00	\$10.00	\$12.00	
	Bottle Gas	\$10.00	\$10.00	\$16.00	\$22.00	\$29.00	\$32.00	
	Electric	\$9.00	\$11.00	\$16.00	\$21.00	\$26.00	\$31.00	
Other Electric	<i>(Includes Climate Credit)</i>	\$29.00	\$35.00	\$52.00	\$68.00	\$84.00	\$105.00	
Air Conditioning		\$20.00	\$23.00	\$32.00	\$40.00	\$49.00	\$58.00	
Water Heating	Natural Gas <i>(avg)</i>	\$8.00	\$9.00	\$13.00	\$17.00	\$22.00	\$26.00	
	Bottle Gas	\$22.00	\$26.00	\$35.00	\$45.00	\$61.00	\$70.00	
	Electric	\$22.00	\$26.00	\$33.00	\$40.00	\$47.00	\$54.00	
	Fuel Oil							
Water		See Attached Water, Sewer, & Trash Collection Schedule						
Sewer								
Trash Collection								
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type: Multi-Family (Apartment)				Date (mm/dd/yyyy)	
Utility of Service	Fuel Type	6 BR	7 BR				
Heating	Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$32.00	\$34.00				
	Natural Gas <i>(SoCal Gas)</i> <i>(Includes Climate Credit)</i>	\$36.00	\$39.00				
	Bottle Gas	\$89.00	\$99.00				
	Electric	\$54.00	\$58.00				
	Electric Heat Pump	\$37.00	\$40.00				
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$13.00	\$14.00				
	Bottle Gas	\$35.00	\$38.00				
	Electric	\$33.00	\$36.00				
Other Electric	<i>(Includes Climate Credit)</i>	\$115.00	\$125.00				
Air Conditioning		\$63.00	\$67.00				
Water Heating	Natural Gas <i>(avg)</i>	\$29.00	\$31.00				
	Bottle Gas	\$77.00	\$83.00				
	Electric	\$58.00	\$62.00				
	Fuel Oil						
Water		See Attached Water, Sewer, & Trash Collection Schedule					
Sewer							
Trash Collection							
Range /Microwave		\$11.00	\$11.00				
Refrigerator		\$12.00	\$12.00				
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range /Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Rio Villas	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas							
	Bottle Gas							
	Electric		\$111.00	\$175.00				
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas							
	Bottle Gas							
	Electric		\$7.00	\$7.00				
Other Electric	<i>(Includes Climate Credit)</i>		\$38.00	\$46.00				
Air Conditioning			\$25.00	\$35.00				
Water Heating	Natural Gas							
	Bottle Gas							
	Electric		\$28.00	\$28.00				
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating Parc Grove Commons Northwest	Natural Gas		\$9.00	\$12.00	\$14.00	\$16.00		
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas		\$3.00	\$3.00	\$4.00	\$4.00		
	Bottle Gas							
	Electric							
Other Electric		\$55.00	\$65.00	\$75.00	\$86.00			
Air Conditioning		\$18.00	\$24.00	\$29.00	\$35.00			
Water Heating	Natural Gas		\$11.00	\$14.00	\$15.00	\$18.00		
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00	-\$6.00		
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00	-\$4.00	-\$4.00		
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance	Allowance	
Head of Household Name						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Unit Address						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Other		
Number of Bedrooms						Range/Microwave		
						Refrigerator		
						Total		



adapted from form HUD-52667
(04/2023)

Schedule A.2 page 3 of 6
Utility Allowance Schedule

See Public Reporting and Instructions on back.

**U.S. Department of Housing and Urban
 Development**

Office of Public and Indian Housing

Group A

OMB Approval No. 2577-0169
 (exp. 04/30/2026)

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Parc Grove Commons II (Non-Public Housing units)	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas		\$6.00	\$7.00	\$9.00	\$10.00		
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas		\$3.00	\$3.00	\$4.00	\$4.00		
	Bottle Gas							
	Electric							
Other Electric		\$56.00	\$64.00	\$76.00	\$83.00			
Air Conditioning			\$17.00	\$22.00	\$26.00	\$32.00		
Water Heating	Natural Gas		\$6.00	\$8.00	\$10.00	\$12.00		
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00			
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00	-\$4.00			
Range /Microwave								
Refrigerator								
Actual Family Allowances- May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance	Allowance	
Head of Household Name						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Unit Address						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Other		
Number of Bedrooms						Range/Microwave		
						Refrigerator		
						Total		



adapted from form HUD-52667
 (04/2023)

The Nelrod Company 8/2023 Update

Utility Allowance Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas							
	Bottle Gas							
	Electric							
	Electric Heat Pump		\$14.00	\$17.00	\$22.00			
	Fuel Oil							
Cooking	Natural Gas		\$7.00	\$10.00	\$10.00			
	Bottle Gas							
	Electric							
Other Electric		\$31.00	\$39.00	\$48.00				
Air Conditioning			\$8.00	\$11.00	\$13.00			
Water Heating	Natural Gas		\$4.00	\$6.00	\$6.00			
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00			
Other specify: Natural Gas -\$4.40			-\$4.00	-\$4.00	-\$4.00			
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance	Allowance	
Head of Household Name						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Unit Address						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Other		
Number of Bedrooms						Range/Microwave		
						Refrigerator		
						Total		



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

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

Locality/PHA Housing Authority of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Alegre Commons	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas							
	Bottle Gas							
	Electric							
	Electric Heat Pump		\$20.00	\$17.00	\$20.00			
	Fuel Oil							
Cooking	Natural Gas							
	Bottle Gas							
	Electric		\$7.00	\$8.00	\$9.00			
Other Electric		\$44.00	\$54.00	\$74.00				
Air Conditioning			\$7.00	\$7.00	\$6.00			
Water Heating	Natural Gas							
	Bottle Gas							
	Electric		\$29.00	\$37.00	\$48.00			
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Range /Microwave								
Refrigerator								
Actual Family Allowances - May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Linnaea Villas	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas							
	Bottle Gas							
	Electric							
	Electric Heat Pump		\$5.00	\$4.00	\$6.00			
	Fuel Oil							
Cooking	Natural Gas		\$3.00	\$3.00	\$4.00			
	Bottle Gas							
	Electric							
Other Electric		\$55.00	\$64.00	\$82.00				
Air Conditioning			\$14.00	\$17.00	\$23.00			
Water Heating	Natural Gas							
	Bottle Gas							
	Electric		\$28.00	\$37.00	\$45.00			
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00			
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00	-\$4.00			
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.						Utility/Service/Appliance	Allowance	
Head of Household Name						Heating		
						Cooking		
						Other Electric		
						Air Conditioning		
Unit Address						Water Heating		
						Water		
						Sewer		
						Trash Collection		
						Other		
Number of Bedrooms						Range/Microwave		
						Refrigerator		
						Total		



adapted from form HUD-52667
(04/2023)



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING
CITY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2023

Building Type: Semi-Detached/Duplex

Sequoia Courts, Sierra Plaza, Fairview Heights, Sequoia Courts, Sierra Terrace, DeSoto II CA-06/02,03,04,05,06,07,26						
(EE Equip: Win,WH,CFL)	OBR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)		\$59.00	\$78.00	\$94.00	\$110.00	\$127.00

Building Type: Detached House

Sierra Plaza, Sierra Terrace, HOP CA-06/03, 06, 17, 23, 25						
(EE Equip: Win,WH,Ins,CFL)	OBR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$128.00	\$134.00	\$149.00

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

- L&A= Lights & Appliances
- H= Space Heating
- WH= Water Heating
- C= Cooking
- EE Equip= Energy Efficient Equipment
- Win= Windows
- Ins= Insulation
- CFL= 100% Fluorescent Lighting



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING
COUNTY OF FRESNO

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 2

UPDATE 2023

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

<i>Sunset Terrace, Cazares Terrace I, Helsem Terrace, Mendoza Terrace I, Taylor Terrace, Marcelli Terrace, Mendoza Terrace II, Del Rey, Firebaugh Elderly, Laton Apartments, San Joaquin, Biola Apartments, Pinedale Apartments II, Cardella Courts, Pinedale Apartments, DeSoto Gardens CA-28/03,06,07,08,10,11,12,18,19,20,21,22,24,33</i>						
(EE Equip: Win,H,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)	\$59.00	\$61.00	\$80.00	\$96.00	\$112.00	\$127.00

Building Type: Detached House

<i>Mendoza Terrace II, Sunset Terrace, Del Rey, Laton Apartments, San Joaquin Apartments, Pinedale Apartments II, Pinedale Apartments, HOP CA-28/12,13,17,18,20,28,34 21,24,32</i>						
(EE Equip: Win,H,Ins,CFL)	0BR	1BR	2BR	3BR	4BR	5BR
Monthly Average Totals (Electric, Natural Gas)				\$139.00	\$146.00	\$170.00

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

L&A= Lights & Appliances
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win= Windows
 Ins= Insulation
 CFL= 100% Fluorescent Lighting

Individual Relief
Medical Equipment Allowances
Electric Provider: Pacific Gas & Electric

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.229685	\$51.00
Nebulizer	2	75	5	0.229685	\$1.00
Electric Hospital Bed	0.2	200	1	0.229685	\$1.00
Alternating Pressure Pad	24	70	52	0.229685	\$12.00
Low Air-Loss Mattress	24	120	89	0.229685	\$20.00
Power Wheelchair/Scooter	3	360	33	0.229685	\$8.00
Feeding Tube Pump	24	120	89	0.229685	\$20.00
CPAP Machine	10	30	9	0.229685	\$2.00
Leg Compression Pump	24	30	22	0.229685	\$5.00
Dialysis Machine/Equipment	2	710	44	0.229685	\$10.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day.

The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care.

Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay.

Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress.

Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days.

Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

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

CPAP Machine

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

Leg Compression Pump

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

Dialysis Machine/Equipment (Small/Portable)

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

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type: Multi-Family (Apartment)				Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$15.00	\$18.00	\$21.00	\$23.00	\$26.00	\$29.00
	Natural Gas <i>(SoCal Gas)</i> <i>(Includes Climate Credit)</i>	\$21.00	\$24.00	\$26.00	\$29.00	\$31.00	\$34.00
	Bottle Gas	\$48.00	\$54.00	\$64.00	\$70.00	\$77.00	\$83.00
	Electric	\$21.00	\$25.00	\$31.00	\$37.00	\$44.00	\$50.00
	Electric Heat Pump	\$18.00	\$21.00	\$25.00	\$28.00	\$31.00	\$34.00
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$4.00	\$4.00	\$7.00	\$8.00	\$10.00	\$12.00
	Bottle Gas	\$10.00	\$10.00	\$16.00	\$22.00	\$29.00	\$32.00
	Electric	\$9.00	\$11.00	\$16.00	\$21.00	\$26.00	\$31.00
Other Electric	<i>(Includes Climate Credit)</i>	\$29.00	\$35.00	\$52.00	\$68.00	\$84.00	\$105.00
Air Conditioning		\$20.00	\$23.00	\$32.00	\$40.00	\$49.00	\$58.00
Water Heating	Natural Gas <i>(avg)</i>	\$8.00	\$9.00	\$13.00	\$17.00	\$22.00	\$26.00
	Bottle Gas	\$22.00	\$26.00	\$35.00	\$45.00	\$61.00	\$70.00
	Electric	\$22.00	\$26.00	\$33.00	\$40.00	\$47.00	\$54.00
	Fuel Oil						
Water		See Attached Water, Sewer, & Trash Collection Schedule					
Sewer							
Trash Collection							
Range/Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
Unit Address					Other Electric		
					Air Conditioning		
					Water Heating		
Number of Bedrooms					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range/Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

Office of Public and Indian Housing

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type: Multi-Family (Apartment)				Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	6 BR	7 BR				
Heating	Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$32.00	\$34.00				
	Natural Gas <i>(SoCal Gas)</i> <i>(Includes Climate Credit)</i>	\$36.00	\$39.00				
	Bottle Gas	\$89.00	\$99.00				
	Electric	\$54.00	\$58.00				
	Electric Heat Pump	\$37.00	\$40.00				
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$13.00	\$14.00				
	Bottle Gas	\$35.00	\$38.00				
	Electric	\$33.00	\$36.00				
Other Electric	<i>(Includes Climate Credit)</i>	\$115.00	\$125.00				
Air Conditioning		\$63.00	\$67.00				
Water Heating	Natural Gas <i>(avg)</i>	\$29.00	\$31.00				
	Bottle Gas	\$77.00	\$83.00				
	Electric	\$58.00	\$62.00				
	Fuel Oil						
Water		See Attached Water, Sewer, & Trash Collection Schedule					
Sewer							
Trash Collection							
Range /Microwave		\$11.00	\$11.00				
Refrigerator		\$12.00	\$12.00				
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
					Other Electric		
					Air Conditioning		
Unit Address					Water Heating		
					Water		
					Sewer		
					Trash Collection		
					Other		
Number of Bedrooms					Range /Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
(04/2023)

Schedule B.2 page 3 of 14
Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

Group B
 OMB Approval No. 2577-0169
 (exp. 04/30/2026)

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type Single-Family (Detached House)				Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	Natural Gas <i>(PG&E)</i> <i>(Includes Climate Credit)</i>	\$23.00	\$27.00	\$32.00	\$34.00	\$39.00	\$43.00
	Natural Gas <i>(SoCal Gas)</i> <i>(Includes Climate Credit)</i>	\$29.00	\$32.00	\$36.00	\$39.00	\$42.00	\$46.00
	Bottle Gas	\$70.00	\$80.00	\$89.00	\$99.00	\$108.00	\$118.00
	Electric	\$43.00	\$51.00	\$58.00	\$65.00	\$72.00	\$81.00
	Electric Heat Pump	\$26.00	\$30.00	\$36.00	\$40.00	\$45.00	\$49.00
	Fuel Oil						
Cooking	Natural Gas <i>(avg)</i>	\$4.00	\$4.00	\$7.00	\$8.00	\$10.00	\$12.00
	Bottle Gas	\$10.00	\$10.00	\$16.00	\$22.00	\$29.00	\$32.00
	Electric	\$9.00	\$11.00	\$16.00	\$21.00	\$26.00	\$31.00
Other Electric	<i>(Includes Climate Credit)</i>	\$46.00	\$55.00	\$79.00	\$107.00	\$137.00	\$167.00
Air Conditioning		\$15.00	\$18.00	\$40.00	\$62.00	\$84.00	\$106.00
Water Heating	Natural Gas <i>(avg)</i>	\$10.00	\$12.00	\$17.00	\$22.00	\$27.00	\$33.00
	Bottle Gas	\$29.00	\$32.00	\$45.00	\$61.00	\$73.00	\$86.00
	Electric	\$27.00	\$32.00	\$41.00	\$50.00	\$58.00	\$67.00
	Fuel Oil						
Water		See Attached Water, Sewer & Trash Collection Schedule					
Sewer							
Trash Collection							
Range /Microwave		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
					Other Electric		
Unit Address					Air Conditioning		
					Water Heating		
					Water		
					Sewer		
Number of Bedrooms					Trash Collection		
					Other		
					Range / Microwave		
					Refrigerator		
					Total		



adapted from form HUD-52667
 (04/2023)

Schedule B.2 page 4 of 14
Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

Group B
 OMB Approval No. 2577-0169
 (exp. 04/30/2026)

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

Locality/PHA Housing Authorities of The City & County of Fresno, CA		Unit Type Single-Family (Detached House)			Date (mm/dd/yyyy) 1/01/2024		
Utility of Service	Fuel Type	6 BR	7 BR				
Heating	Natural Gas (PG&E) <i>(Includes Climate Credit)</i>	\$47.00	\$51.00				
	Natural Gas (SoCal Gas) <i>(Includes Climate Credit)</i>	\$50.00	\$53.00				
	Bottle Gas	\$128.00	\$140.00				
	Electric	\$89.00	\$97.00				
	Electric Heat Pump	\$53.00	\$57.00				
	Fuel Oil						
Cooking	Natural Gas (avg)	\$13.00	\$14.00				
	Bottle Gas	\$35.00	\$38.00				
	Electric	\$33.00	\$36.00				
Other Electric	(Includes Climate Credit)	\$183.00	\$198.00				
Air Conditioning		\$115.00	\$123.00				
Water Heating	Natural Gas (avg)	\$36.00	\$39.00				
	Bottle Gas	\$93.00	\$102.00				
	Electric	\$73.00	\$78.00				
	Fuel Oil						
Water		See Attached Water, Sewer & Trash Collection Schedule					
Sewer							
Trash Collection							
Range /Microwave		\$11.00	\$11.00				
Refrigerator		\$12.00	\$12.00				
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance	
Head of Household Name					Heating		
					Cooking		
Unit Address					Other Electric		
					Air Conditioning		
					Water Heating		
Number of Bedrooms					Water		
					Sewer		
					Trash Collection		
					Other		
Range / Microwave					Refrigerator		
					Refrigerator		
					Total		



adapted from form HUD-52667
 (04/2023)

Individual Relief
Medical Equipment Allowances
Electric Provider: Pacific Gas & Electric

Item	Hours per Day	Wattage	Monthly kWh	Energy Charge	Utility Allowance
Oxygen Concentrator	18	400	223	0.229685	\$51.00
Nebulizer	2	75	5	0.229685	\$1.00
Electric Hospital Bed	0.2	200	1	0.229685	\$1.00
Alternating Pressure Pad	24	70	52	0.229685	\$12.00
Low Air-Loss Mattress	24	120	89	0.229685	\$20.00
Power Wheelchair/Scooter	3	360	33	0.229685	\$8.00
Feeding Tube Pump	24	120	89	0.229685	\$20.00
CPAP Machine	10	30	9	0.229685	\$2.00
Leg Compression Pump	24	30	22	0.229685	\$5.00
Dialysis Machine/Equipment	2	710	44	0.229685	\$10.00

Oxygen Concentrator

Use per day varies, assume 12-14 hours a day.

The 5-Liter model uses 400 W, the 3-Liter model uses 320 W.

Nebulizer

A medicine delivery system used mostly for pediatric care.

Used 4-6 times a day for 20 minutes at a time at 75W.

Semi/Fully Electric Hospital Bed

Use depends on adjustments. 200 W.

Alternating Pressure Pad

An air-filled mattress overlay.

Used 24 hours a day for someone who is bed-ridden.

Low Air-Loss Mattress

Takes the place of mattress - air -filled pressurized mattress.

Cycles air around every 15-20 minutes.

Power Wheelchairs and Scooters

Need to be charged approximately 8 hours every 3 days.

Batteries are 120 V, 3 Amp, 360 W.

Feeding Tube Pump (Continuous Feed)

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

CPAP Machine

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

Leg Compression Pump

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

Dialysis Machine/Equipment (Small/Portable)

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

Utility or Service		Apartment (Multi-Family)											
		0			1			2			3		
		1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$19	\$15	(\$4)	\$22	\$18	(\$4)	\$26	\$21	(\$5)	\$29	\$23	(\$6)
	a SoCal Gas Natural Gas (includes monthly charge)	\$25	\$21	(\$4)	\$28	\$24	(\$4)	\$31	\$26	(\$5)	\$33	\$29	(\$4)
	b Bottle Gas/Propane	\$65	\$48	(\$17)	\$74	\$54	(\$20)	\$87	\$64	(\$23)	\$95	\$70	(\$25)
	c Electric	\$19	\$21	\$2	\$22	\$25	\$3	\$28	\$31	\$3	\$33	\$37	\$4
	d Electric Heat Pump	\$16	\$18	\$2	\$19	\$21	\$2	\$22	\$25	\$3	\$25	\$28	\$3
	e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$5	\$4	(\$1)	\$5	\$4	(\$1)	\$8	\$7	(\$1)	\$9	\$8	(\$1)
	b Bottle Gas/Propane	\$13	\$10	(\$3)	\$13	\$10	(\$3)	\$22	\$16	(\$6)	\$30	\$22	(\$8)
	c Electric	\$8	\$9	\$1	\$10	\$11	\$1	\$14	\$16	\$2	\$19	\$21	\$2
Other Electric (Climate Credit, Lights, & Appliances)		\$25	\$29	\$4	\$31	\$35	\$4	\$45	\$52	\$7	\$60	\$68	\$8
Air Conditioning		\$17	\$20	\$3	\$20	\$23	\$3	\$28	\$32	\$4	\$36	\$40	\$4
Water Heating	a Natural Gas	\$9	\$8	(\$1)	\$11	\$9	(\$2)	\$16	\$13	(\$3)	\$20	\$17	(\$3)
	b Bottle Gas/Propane	\$30	\$22	(\$8)	\$35	\$26	(\$9)	\$48	\$35	(\$13)	\$61	\$45	(\$16)
	c Electric	\$20	\$22	\$2	\$23	\$26	\$3	\$29	\$33	\$4	\$36	\$40	\$4
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

Utility or Service		Apartment (Multi-Family)											
		4			5			6			7		
		1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$32	\$26	(\$6)	\$36	\$29	(\$7)	\$39	\$32	(\$7)	\$42	\$34	(\$8)
	a SoCal Gas Natural Gas (includes monthly charge)	\$36	\$31	(\$5)	\$39	\$34	(\$5)	\$42	\$36	(\$6)	\$45	\$39	(\$6)
	b Bottle Gas/Propane	\$104	\$77	(\$27)	\$113	\$83	(\$30)	\$122	\$89	(\$33)	\$135	\$99	(\$36)
	c Electric	\$39	\$44	\$5	\$45	\$50	\$5	\$48	\$54	\$6	\$52	\$58	\$6
	d Electric Heat Pump	\$28	\$31	\$3	\$31	\$34	\$3	\$33	\$37	\$4	\$36	\$40	\$4
	e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$12	\$10	(\$2)	\$14	\$12	(\$2)	\$16	\$13	(\$3)	\$17	\$14	(\$3)
	b Bottle Gas/Propane	\$39	\$29	(\$10)	\$43	\$32	(\$11)	\$48	\$35	(\$13)	\$52	\$38	(\$14)
	c Electric	\$23	\$26	\$3	\$28	\$31	\$3	\$30	\$33	\$3	\$32	\$36	\$4
Other Electric (Climate Credit, Lights, & Appliances)		\$75	\$84	\$9	\$93	\$105	\$12	\$102	\$115	\$13	\$111	\$125	\$14
Air Conditioning		\$44	\$49	\$5	\$52	\$58	\$6	\$56	\$63	\$7	\$60	\$67	\$7
Water Heating	a Natural Gas	\$27	\$22	(\$5)	\$31	\$26	(\$5)	\$34	\$29	(\$5)	\$37	\$31	(\$6)
	b Bottle Gas/Propane	\$82	\$61	(\$21)	\$95	\$70	(\$25)	\$104	\$77	(\$27)	\$113	\$83	(\$30)
	c Electric	\$42	\$47	\$5	\$48	\$54	\$6	\$52	\$58	\$6	\$56	\$62	\$6
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

		Detached House (Single-Family)											
Utility or Service		0			1			2			3		
		1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$29	\$23	(\$6)	\$34	\$27	(\$7)	\$39	\$32	(\$7)	\$42	\$34	(\$8)
	a SoCal Gas Natural Gas (includes monthly charge)	\$33	\$29	(\$4)	\$38	\$32	(\$6)	\$42	\$36	(\$6)	\$45	\$39	(\$6)
	b Bottle Gas/Propane	\$95	\$70	(\$25)	\$109	\$80	(\$29)	\$122	\$89	(\$33)	\$135	\$99	(\$36)
	c Electric	\$39	\$43	\$4	\$45	\$51	\$6	\$52	\$58	\$6	\$58	\$65	\$7
	d Electric Heat Pump	\$23	\$26	\$3	\$27	\$30	\$3	\$32	\$36	\$4	\$36	\$40	\$4
	e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$5	\$4	(\$1)	\$5	\$4	(\$1)	\$8	\$7	(\$1)	\$9	\$8	(\$1)
	b Bottle Gas/Propane	\$13	\$10	(\$3)	\$13	\$10	(\$3)	\$22	\$16	(\$6)	\$30	\$22	(\$8)
	c Electric	\$8	\$9	\$1	\$10	\$11	\$1	\$14	\$16	\$2	\$19	\$21	\$2
Other Electric (Climate Credit, Lights, & Appliances)		\$40	\$46	\$6	\$48	\$55	\$7	\$70	\$79	\$9	\$95	\$107	\$12
Air Conditioning		\$13	\$15	\$2	\$16	\$18	\$2	\$36	\$40	\$4	\$55	\$62	\$7
Water Heating	a Natural Gas	\$12	\$10	(\$2)	\$14	\$12	(\$2)	\$20	\$17	(\$3)	\$27	\$22	(\$5)
	b Bottle Gas/Propane	\$39	\$29	(\$10)	\$43	\$32	(\$11)	\$61	\$45	(\$16)	\$82	\$61	(\$21)
	c Electric	\$24	\$27	\$3	\$29	\$32	\$3	\$37	\$41	\$4	\$44	\$50	\$6
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

Utility or Service		Detached House (Single-Family)											
		4			5			6			7		
		1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference	1/2023	1/2024	Difference
Heating	a PGE Natural Gas (includes climate credit)	\$47	\$39	(\$8)	\$52	\$43	(\$9)	\$57	\$47	(\$10)	\$62	\$51	(\$11)
	a SoCal Gas Natural Gas (includes monthly charge)	\$50	\$42	(\$8)	\$54	\$46	(\$8)	\$58	\$50	(\$8)	\$63	\$53	(\$10)
	b Bottle Gas/Propane	\$148	\$108	(\$40)	\$161	\$118	(\$43)	\$174	\$128	(\$46)	\$191	\$140	(\$51)
	c Electric	\$65	\$72	\$7	\$73	\$81	\$8	\$80	\$89	\$9	\$86	\$97	\$11
	d Electric Heat Pump	\$40	\$45	\$5	\$44	\$49	\$5	\$47	\$53	\$6	\$51	\$57	\$6
e Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Cooking	a Natural Gas (average)	\$12	\$10	(\$2)	\$14	\$12	(\$2)	\$16	\$13	(\$3)	\$17	\$14	(\$3)
	b Bottle Gas/Propane	\$39	\$29	(\$10)	\$43	\$32	(\$11)	\$48	\$35	(\$13)	\$52	\$38	(\$14)
	c Electric	\$23	\$26	\$3	\$28	\$31	\$3	\$30	\$33	\$3	\$32	\$36	\$4
Other Electric (Climate Credit, Lights, & Appliances)		\$122	\$137	\$15	\$149	\$167	\$18	\$163	\$183	\$20	\$177	\$198	\$21
Air Conditioning		\$75	\$84	\$9	\$95	\$106	\$11	\$102	\$115	\$13	\$110	\$123	\$13
Water Heating	a Natural Gas	\$33	\$27	(\$6)	\$39	\$33	(\$6)	\$43	\$36	(\$7)	\$46	\$39	(\$7)
	b Bottle Gas/Propane	\$100	\$73	(\$27)	\$117	\$86	(\$31)	\$126	\$93	(\$33)	\$139	\$102	(\$37)
	c Electric	\$52	\$58	\$6	\$60	\$67	\$7	\$65	\$73	\$8	\$69	\$78	\$9
	d Oil/Other	-	-	-	-	-	-	-	-	-	-	-	-
Range / Microwave Tenant-purchasing/leasing		\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0	\$11	\$11	\$0
Refrigerator Tenant-purchasing/leasing		\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0	\$12	\$12	\$0

Comparison of Previous and Current Utility Rates Section 8 HCV Program

HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

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

(We use the absolute value of the changes which gives us the percentage of change.
This is the best way to determine a 10% change in utility rates and charges.)

ELECTRIC

UPDATE 2023

Pacific Gas & Electric (EL-1 CARE)		Rates		Difference	
Description	Measure	8/2022	8/2023	Amount	Percent
California Climate Credit*	per month	-\$6.55	-\$6.40	\$0.15	3%
Tier-1 Total Energy Charges (baseline)	per kwh	0.205321	0.229685	0.024364	12%
Tier-2 Total Energy Charges (101%-400%)	per kwh	0.257051	0.286447	0.029396	12%

Territory R. **Baseline quantities remained the same.** *Semi-annual climate credit changed from \$39.30 to \$38.39.
Summer: Jun-Sept (4), Baseline 17.7 (0-549), Winter: Oct-May (8), Baseline changed 10.4 (0-322).

NATURAL GAS

Pacific Gas & Electric (G-1 CARE)		Rates		Difference	
Description	Measure	8/2022	8/2023	Amount	Percent
California Climate Credit*	per month	-\$3.99	-\$4.40	-\$0.41	-11%
Tier-1 Total Energy Charges (baseline)	per therm	1.65337	1.38579	-0.26758	-17%
Tier-2 Total Energy Charges (excess)	per therm	2.02777	1.70228	-0.32549	-17%

Territory R. **Baseline quantities remained the same.** *Annual climate credit changed from \$47.83 to \$52.78.
Summer: Apr - Oct (7), Baseline 0-11 (.36), Winter: Nov - Mar (5), Baseline Wtd Avg 0-45 (0-1.47)

Southern California Gas (CARE GR)		Rates		Difference	
Description	Measure	8/2022	8/2023	Amount	Percent
Total Monthly Charges	per month	\$4.08	\$4.08	\$0.00	0%
Tier-1 Total Energy Charges (baseline)	per therm	1.46840	1.23238	-0.23602	-17%
Tier-2 Total Energy Charges. (excess)	per therm	1.79952	1.58942	-0.21010	-12%

Climate Zone 2
Summer: May - Oct, Baseline 0-13 (.424), Winter: Nov - Apr, Baseline Wtd Avg 0-43 (1.40)

BOTTLE GAS/PROPANE

Suburban Propane		Rates		Difference	
Description	Measure	8/2022	8/2023	Amount	Percent
Fuel Rate	per gallon	\$5.10	\$2.97	-\$2.13	-42%

Ferrellgas		Rates		Difference	
Description	Measure	8/2022	8/2023	Amount	Percent
Fuel Rate	per gallon	\$3.57	\$3.40	-\$0.17	-5%

Average Propane Fuel Rate	per gallon	\$4.34	\$3.19	-\$1.15	-27%
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HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

Water, Sewer and Trash Collection

All Building Types

		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Biola Community Services District	Water	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00	\$33.00
	Sewer	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00
	Trash	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
California Waste Service Waste Management	Water	\$29.00	\$29.00	\$33.00	\$37.00	\$40.00	\$45.00
	Trash	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00
Caruthers Community Services District Mid Valley Disposal	Water	\$44.00	\$44.00	\$45.00	\$47.00	\$48.00	\$50.00
	Sewer	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
	Trash	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00
City of Clovis	Water	\$30.00	\$30.00	\$32.00	\$33.00	\$35.00	\$37.00
	Sewer	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
	Trash	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
City of Coalinga	Water	\$43.00	\$43.00	\$48.00	\$52.00	\$56.00	\$60.00
	Sewer	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
	Trash	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
Del Rey Community Services District	Water	\$25.00	\$25.00	\$27.00	\$29.00	\$31.00	\$32.00
	Sewer	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
	Trash	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00
City of Firebaugh (Multi-Family)	Water	\$24.00	\$24.00	\$27.00	\$30.00	\$32.00	\$35.00
	Sewer	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
City of Firebaugh (Single-Family)	Water	\$23.00	\$23.00	\$26.00	\$28.00	\$31.00	\$34.00
	Sewer	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
	Trash	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
City of Fresno	Water	\$22.00	\$22.00	\$26.00	\$29.00	\$33.00	\$36.00
	Sewer	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
	Trash	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
City of Friant Western Solid Waste	Water	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	Trash	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
City of Fowler	Water	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
	Trash	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
City of Huron	Water	\$33.00	\$33.00	\$39.00	\$47.00	\$55.00	\$63.00
	Sewer	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
	Trash	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
City of Kerman	Water	\$33.00	\$33.00	\$35.00	\$37.00	\$39.00	\$41.00
	Sewer (MF)	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
	Sewer (SF)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
	Trash	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
City of Kingsburg	Water	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
	Trash	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Laton Community Service District	Water	\$73.00	\$75.00	\$91.00	\$108.00	\$124.00	\$140.00
	Sewer	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
	Trash	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00

adapted from form HUD-52667
(04/2023)

City of Mendota	Water	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
	Sewer	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00	\$38.00
	Trash	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
Olympic Valley Public Services District	Water (MF)	\$86.00	\$87.00	\$102.00	\$117.00	\$132.00	\$147.00
	Sewer (MF)	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00
	Water (SF)	\$120.00	\$121.00	\$129.00	\$138.00	\$147.00	\$155.00
	Sewer (SF)	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00	\$66.00
	Trash	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
City of Orange Cove	Water	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00
	Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
	Trash	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
City of Parlier	Water (MF)	\$38.00	\$38.00	\$42.00	\$46.00	\$50.00	\$54.00
	Water (SF)	\$30.00	\$30.00	\$33.00	\$36.00	\$39.00	\$42.00
	Sewer	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
	Trash	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
Pinedale County Water District	Water (MF)	\$37.00	\$38.00	\$45.00	\$52.00	\$59.00	\$66.00
	Water (SF)	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00
	Sewer	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
	Trash	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
City of Reedley (Multi-Family)	Water	\$42.00	\$42.00	\$44.00	\$46.00	\$48.00	\$49.00
	Sewer	\$48.00	\$49.00	\$60.00	\$70.00	\$81.00	\$92.00
	Trash	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00
City of Reedley (Single-Family)	Water	\$42.00	\$42.00	\$44.00	\$46.00	\$48.00	\$49.00
	Sewer	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
	Trash	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00
Riverdale Public Utility District	Water	\$42.00	\$42.00	\$44.00	\$46.00	\$48.00	\$50.00
	Sewer	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00
	Trash	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
City of Sanger (Multi-Family)	Water	\$16.00	\$24.00	\$27.00	\$30.00	\$32.00	\$35.00
	Sewer	\$36.00	\$36.00	\$36.00	\$40.00	\$40.00	\$40.00
	Trash	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00
City of Sanger (Single-Family)	Water	\$14.00	\$15.00	\$15.00	\$16.00	\$18.00	\$19.00
	Sewer	\$36.00	\$36.00	\$36.00	\$40.00	\$40.00	\$40.00
	Trash	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
City of San Joaquin	Water	\$46.00	\$46.00	\$48.00	\$49.00	\$50.00	\$52.00
	Sewer	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
	Trash	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00	\$73.00
Tranquility Irrigation District	Water	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
	Sewer	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00
	Trash	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00



adapted from form HUD-52667
(04/2023)

HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA

Water, Sewer and Trash Collection

All Building Types

		Monthly Dollar Allowances					
		6 BR	7 BR				
Biola Community Services District	Water	\$33.00	\$33.00				
	Sewer	\$44.00	\$44.00				
	Trash	\$30.00	\$30.00				
California Waste Service Waste Management	Water	\$48.00	\$51.00				
	Trash	\$38.00	\$38.00				
Caruthers Community Services District Mid Valley Disposal	Water	\$51.00	\$52.00				
	Sewer	\$45.00	\$45.00				
	Trash	\$48.00	\$48.00				
City of Clovis	Water	\$38.00	\$39.00				
	Sewer	\$62.00	\$62.00				
	Trash	\$53.00	\$53.00				
City of Coalinga	Water	\$63.00	\$65.00				
	Sewer	\$24.00	\$24.00				
	Trash	\$35.00	\$35.00				
Del Rey Community Services District	Water	\$34.00	\$35.00				
	Sewer	\$57.00	\$57.00				
	Trash	\$22.00	\$22.00				
City of Firebaugh (Multi-Family)	Water	\$37.00	\$39.00				
	Sewer	\$58.00	\$58.00				
City of Firebaugh (Single-Family)	Water	\$36.00	\$38.00				
	Sewer	\$58.00	\$58.00				
	Trash	\$28.00	\$28.00				
City of Fresno	Water	\$39.00	\$41.00				
	Sewer	\$26.00	\$26.00				
	Trash	\$25.00	\$25.00				
City of Friant Western Solid Waste	Water	\$50.00	\$50.00				
	Trash	\$60.00	\$60.00				
City of Fowler	Water	\$26.00	\$28.00				
	Trash	\$36.00	\$36.00				
City of Huron	Water	\$68.00	\$73.00				
	Sewer	\$26.00	\$26.00				
	Trash	\$24.00	\$24.00				
City of Kerman	Water	\$42.00	\$43.00				
	Sewer (MF)	\$26.00	\$26.00				
	Sewer (SF)	\$35.00	\$0.00				
	Trash	\$28.00	\$28.00				
City of Kingsburg	Water	\$28.00	\$28.00				
	Trash	\$25.00	\$25.00				
Laton Community Service District	Water	\$151.00	\$162.00				
	Sewer	\$43.00	\$43.00				
	Trash	\$28.00	\$28.00				

adapted from form HUD-52667
(04/2023)

City of Mendota	Water	\$58.00	\$58.00				
	Sewer	\$38.00	\$38.00				
	Trash	\$27.00	\$27.00				
Olympic Valley Public Services District	Water (MF)	\$157.00	\$167.00				
	Sewer (MF)	\$52.00	\$52.00				
	Water (SF)	\$165.00	\$141.00				
	Sewer (SF)	\$66.00	\$66.00				
	Trash	\$60.00	\$60.00				
City of Orange Cove	Water	\$51.00	\$55.00				
	Sewer	\$42.00	\$46.00				
	Trash	\$21.00	\$21.00				
City of Parlier	Water (MF)	\$56.00	\$59.00				
	Water (SF)	\$45.00	\$30.00				
	Sewer	\$40.00	\$40.00				
	Trash	\$26.00	\$26.00				
Pinedale County Water District	Water (MF)	\$70.00	\$75.00				
	Water (SF)	\$27.00	\$27.00				
	Sewer	\$26.00	\$26.00				
	Trash	\$36.00	\$36.00				
City of Reedley (Multi-Family)	Water	\$51.00	\$52.00				
	Sewer	\$99.00	\$106.00				
	Trash	\$29.00	\$29.00				
City of Reedley (Single-Family)	Water	\$51.00	\$52.00				
	Sewer	\$60.00	\$60.00				
	Trash	\$29.00	\$29.00				
Riverdale Public Utility District	Water	\$51.00	\$53.00				
	Sewer	\$49.00	\$49.00				
	Trash	\$25.00	\$25.00				
City of Sanger (Multi-Family)	Water	\$22.00	\$23.00				
	Sewer	\$40.00	\$40.00				
	Trash	\$26.00	\$26.00				
City of Sanger (Single-Family)	Water	\$20.00	\$21.00				
	Sewer	\$40.00	\$40.00				
	Trash	\$28.00	\$28.00				
City of San Joaquin	Water	\$52.00	\$53.00				
	Sewer	\$43.00	\$43.00				
	Trash	\$73.00	\$73.00				
Tranquility Irrigation District	Water	\$50.00	\$50.00				
	Sewer	\$41.00	\$41.00				
	Trash	\$61.00	\$61.00				



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Kerman Acres	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas				\$15.00	\$23.00		
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas							
	Bottle Gas							
	Electric				\$9.00	\$9.00		
Other Electric				\$83.00	\$109.00			
Air Conditioning				\$25.00	\$36.00			
Water Heating	Natural Gas				\$11.00	\$14.00		
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40					-\$6.00	-\$6.00		
Other specify: Natural Gas Charge -\$4.40					-\$4.00	-\$4.00		
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

See Public Reporting and Instructions on back.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2026)

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

Locality/PHA Housing Authorities of the City & County of Fresno, CA		Unit Type: Apartment					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Pacific Gardens Apartments Heating	Natural Gas		\$9.00	\$10.00	\$13.00			
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas							
	Bottle Gas							
	Electric		\$7.00	\$8.00	\$9.00			
Other Electric		\$53.00	\$64.00	\$75.00				
Air Conditioning			\$17.00	\$22.00	\$28.00			
Water Heating	Natural Gas		\$12.00	\$14.00	\$17.00			
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00			
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00	-\$4.00			
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
					Heating			
Head of Household Name					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range/Microwave			
					Refrigerator			
					Total			



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(04/2023)

Utility Allowance Schedule

**U.S. Department of Housing and Urban
Development**
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See Public Reporting and Instructions on back.

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

Locality/PHA Housing Authority of the City & County of Fresno, CA		Unit Type: Row House/Townhouse					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Yosemite Village	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas		\$3.00	\$15.00	\$15.00	\$16.00		
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas		\$3.00	\$3.00	\$4.00	\$4.00		
	Bottle Gas							
	Electric							
Other Electric		\$54.00	\$63.00	\$74.00	\$82.00			
Air Conditioning			\$28.00	\$41.00	\$44.00	\$47.00		
Water Heating	Natural Gas		\$6.00	\$8.00	\$11.00	\$14.00		
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00	-\$6.00	-\$6.00		
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00	-\$4.00	-\$4.00		
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
Unit Address					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Number of Bedrooms					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
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The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA Housing Authority of the City & County of Fresno, CA		Unit Type Semi-Detached/Duplex (3-BR) & Detached House (4-BR)					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service Yosemite Village	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas				\$27.00	\$30.00		
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas				\$4.00	\$4.00		
	Bottle Gas							
	Electric							
Other Electric				\$75.00	\$90.00			
Air Conditioning				\$41.00	\$69.00			
Water Heating	Natural Gas				\$17.00	\$21.00		
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40					-\$6.00	-\$6.00		
Other specify: Natural Gas Charge -\$4.40					-\$4.00	-\$4.00		
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
Unit Address					Water Heating			
					Water			
					Sewer			
					Trash Collection			
					Other			
Number of Bedrooms					Range / Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)



HOUSING AUTHORITIES OF THE CITY & COUNTY OF FRESNO, CA
PUBLIC HOUSING UNITS

PROPOSED MONTHLY UTILITY ALLOWANCES
Chart 1

UPDATE 2023

Building Type: Apartment/Multi-Family

Parc Grove Commons II (EE Equip: Win,H,WH,Ins)	OBR	1BR	2BR	3BR	4BR	5BR
Electricity (L&A)		\$49.00	\$57.00	\$70.00	\$79.00	
Natural Gas (H,WH,C)		\$10.00	\$14.00	\$19.00	\$22.00	
Totals		\$59.00	\$71.00	\$89.00	\$101.00	

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

L&A= Lights & Appliances
 H= Space Heating
 WH= Water Heating
 C= Cooking

EE Equip= Energy Efficient Equipment
 Win= Windows
 Ins= Insulation

Note: Public Housing utility allowances are calculated similar to the method used by each utility provider. These allowances are not calculated by end use (like the Section 8 HCV Program), but by total usage for each utility type. Utility providers' monthly charges are included in the calculations.

Utility Allowance Schedule

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

OMB Approval No. 2577-0169
(exp. 04/30/2026)

See Public Reporting and Instructions on back.

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

Locality/PHA Housing Authority if the City & County of Fresno, CA		Unit Type: Row House/Townhouse					Date (mm/dd/yyyy) 1/01/2024	
Utility of Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas		\$8.00	\$10.00				
	Bottle Gas							
	Electric							
	Electric Heat Pump							
	Fuel Oil							
Cooking	Natural Gas							
	Bottle Gas							
	Electric		\$11.00	\$12.00				
Other Electric			\$39.00	\$48.00				
Air Conditioning			\$8.00	\$13.00				
Water Heating	Natural Gas		\$15.00	\$15.00				
	Bottle Gas							
	Electric							
	Fuel Oil							
Water								
Sewer								
Trash Collection								
Other specify: Electric Charge -\$6.40			-\$6.00	-\$6.00				
Other specify: Natural Gas Charge -\$4.40			-\$4.00	-\$4.00				
Range /Microwave								
Refrigerator								
Actual Family Allowances -May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance	Allowance		
Head of Household Name					Heating			
					Cooking			
					Other Electric			
Unit Address					Air Conditioning			
					Water Heating			
					Water			
					Sewer			
Number of Bedrooms					Trash Collection			
					Other			
					Range/Microwave			
					Refrigerator			
					Total			



adapted from form HUD-52667
(04/2023)

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/23
AGENDA ITEM: 8a
SUBJECT: Resident Empowerment and Strategic Initiatives Update

AUTHOR: Marc Bady
Chief, Inclusion, and Empowerment
DEPARTMENT: Diversity, Equity, and Inclusion
MEMO DATE: 10/20/23

Executive Summary

Staff will present an overview and activities associated with the Resident Empowerment and Strategic Initiatives Departments.

Recommendation

None at this time. This is for informational purposes only.



Fresno Housing Strategic Plan

October 23, 2023



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



Today I will:

- Remind the Boards of our Approach and Timeline
- Update the Boards on Engagement to Date
- Early Emerging Themes
- Upcoming Opportunities to Engage
- Next Steps

A photograph of a modern residential building with a walkway and landscaping. The building features dark brown siding, white trim, and a red door. A concrete walkway leads through the center, flanked by young trees and yellow flowers. The sky is clear blue.

4 Levels of Learning & Leadership Development Assessment

Reaction: 1



Provide the perception of the program?

Learning: 2



Indicate the extent in which you learned in the program.

Application: 3



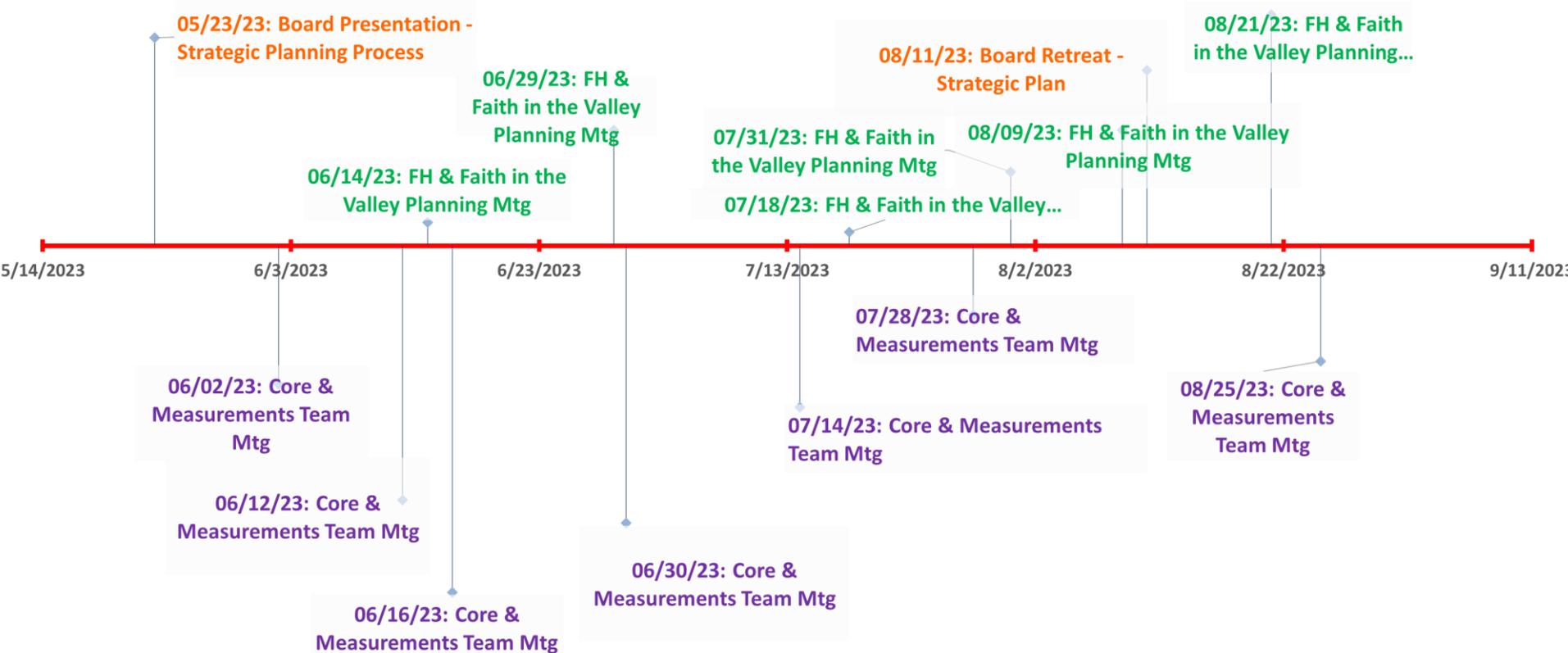
Indicate the extent to which you applied the skills learned in the program.

Impact: 4



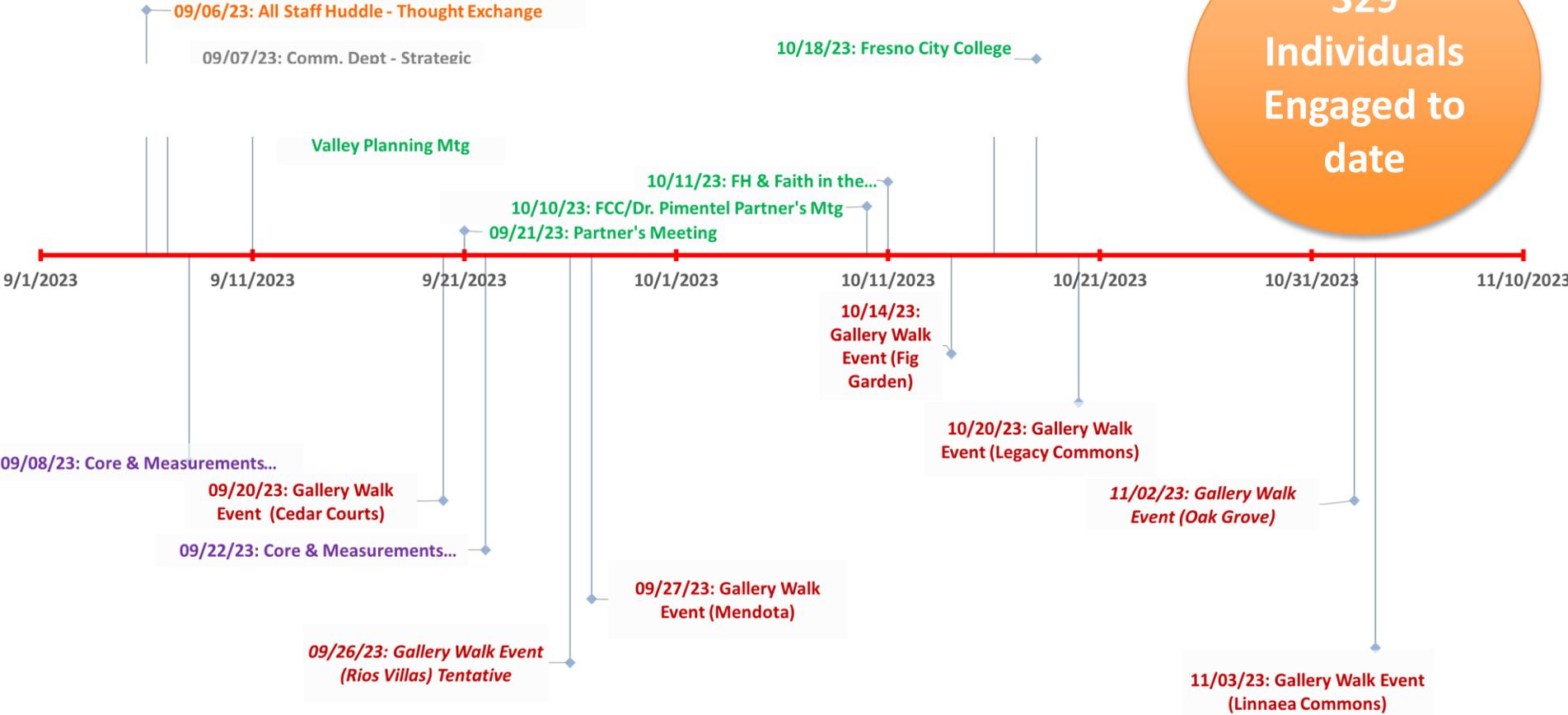
Indicate the extent to which the use of skills from the program has improved measures.

Strategic Planning Timeline: Summer 2023



Strategic Planning Timeline: Fall 2023

329
Individuals
Engaged to
date



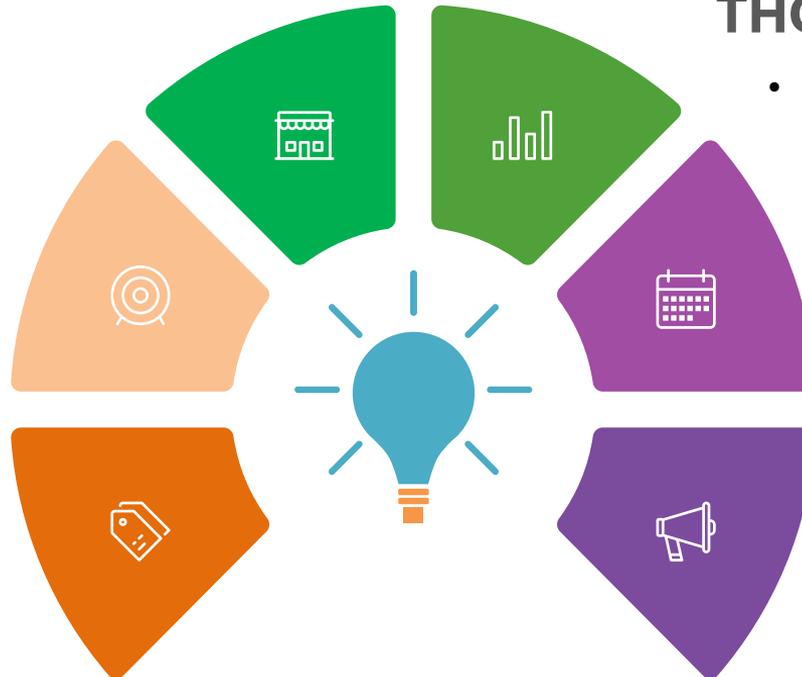
Engagement Opportunities

STAFF

- CORE & Measurements Team
- Resident Empowerment
- All Staff Huddle

PARTNERSHIPS

- 1:1 Partner Meeting
- Faith in the Valley



THOUGHTEXCHANGE

- 72 Participants

COMMISSIONERS

- Board of Commissioners – City & County Board Retreat

COMMUNITY

- Partner’s Meetings
- Gallery Walk-through Events

Early Emerging Themes:

- Cleanliness and maintenance
- Safety and security
- Housing availability and affordability
- Location and accessibility
- Environmental sustainability
- Youth and family support
- Tenant education and engagement
- Partnerships and collaborations
- Homeownership and financial stability
- Community events and outreach
- Specialized housing options
- Transportation and infrastructure
- Health and well-being

Upcoming Engagement Opportunities



COMMUNITY GALLERY WALK	STAFF ENGAGEMENT	COMMUNITY BASED ORGANIZATIONS
October 20, 2023 – Legacy Commons	Staff Huddle	Black Wellness and Prosperity Center
Thursday, November 2, 2023 – Oak Grove	Management / Department Meetings	California Endowment
Friday, November 3, 2023 – Linnaea Commons		Central Valley Community Foundation
Wednesday, November 8, 2023 – Maldonado Plaza		Central Valley Health Policy Institute
TBD – Summerset Village		Centro La Familia
		Community Justice Center
		First 5
		Fresno County Dept of Behavioral Health
		Fresno EOC
		Fresno Unified
		Fresno Freedom School
		The Children’s Movement
		Live Again Fresno

BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street

Fresno, California 93721

TTY (800) 735-2929

www.fresnohousing.org

TO: Boards of Commissioners

Fresno Housing

FROM: Tyrone Roderick Williams

CEO

DATE: October 19, 2023

BOARD MEETING: October 24, 2023

AGENDA ITEM:

AUTHOR: Nicole Diaz

SUBJECT: 2024 Federal Budget Update and Budget Development

Executive Summary

The purpose of this memo is to update the Boards of Commissioners on the 2024 Federal Budget and Agency's 2024 budget development process.

At the Boards of Commissioners meeting, staff will be providing an initial draft of the budget.

Recommendation

This item is informational only. No action is necessary.



2024 Federal Budget Update and Budget Development #3

Boards of Commissioners Meeting

October 24, 2023



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



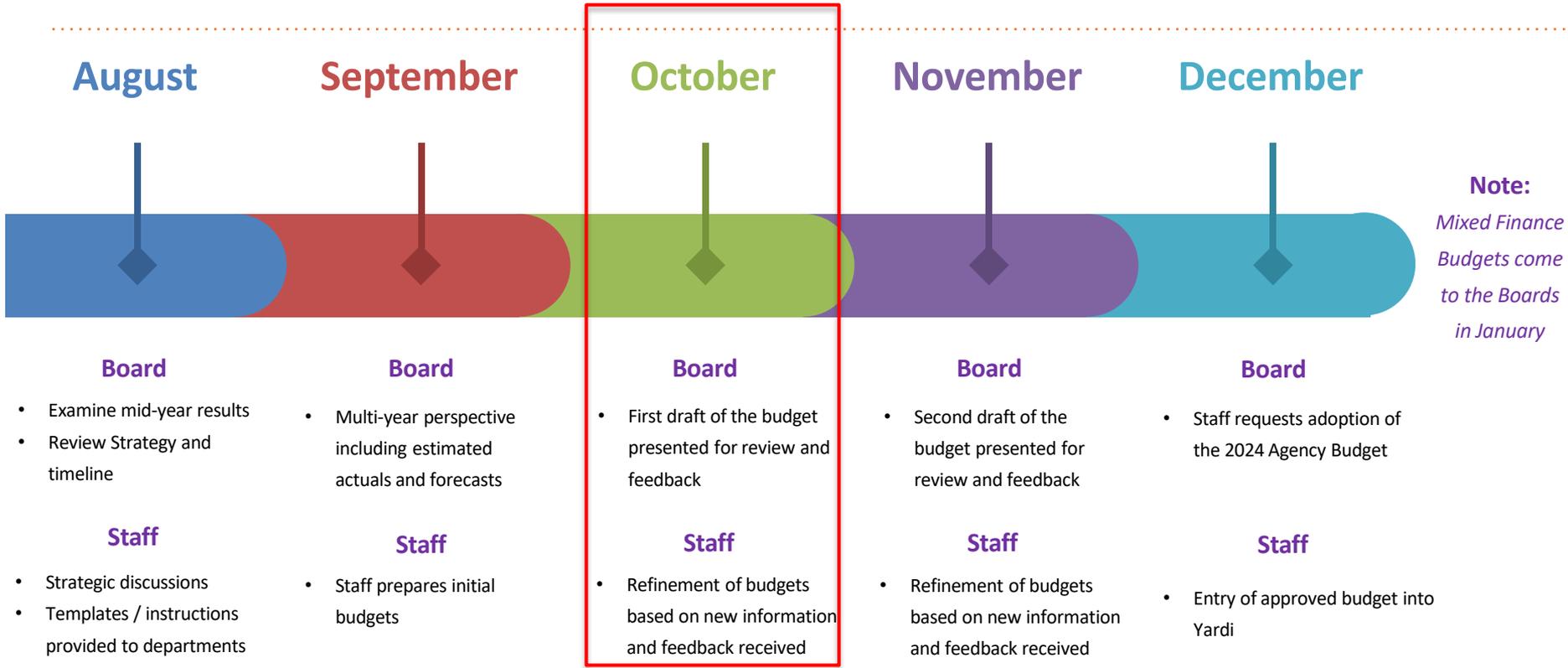
Overview

- 2024 Federal Budget Updates
- Reminder: Budget Development Timeline
- Reminder: 2024 and 2025 Forecast
- 1st Draft 2024 Operating Budget
- Unrestricted Reserves
- Next Steps

2024 Federal Budget Update

- The new fiscal year began on October 1, and Congress needed to enact either a continuing resolution (CR) or regular appropriations for Fiscal Year 2024 to avoid a shutdown
- The Senate passed a seven-week CR on September 30th, averting a shutdown
- Both the House and the Senate are continuing appropriations work between now and November 17th

2024 Budget Development Timeline



Remembering September Board Discussion:

2 Year Forecasting Based on Known Assumptions

OPERATING BUDGET	2024	2025
TOTAL INCOME	48,344,531	49,731,630
TOTAL EXPENSES	48,840,206	50,992,998
NET OPERATING INCOME	(495,675)	(1,261,368)
TOTAL NON-OPERATING EXPENSES	1,119,021	810,000
NET INCOME	(1,614,696)	(2,071,368)
UNRESTRICTED NET INCOME	(2,278,789)	(3,809,464)

Assumptions:

- Three-year MOU Agreement
- Healthcare cost estimates
- HCV Administrative Fee Proration and Lease up Rate Assumptions
- Estimated Developer Fees
- CalPERS rates and Unfunded Liability Payments

October Staff Work: Refining the Solutions Toolkit

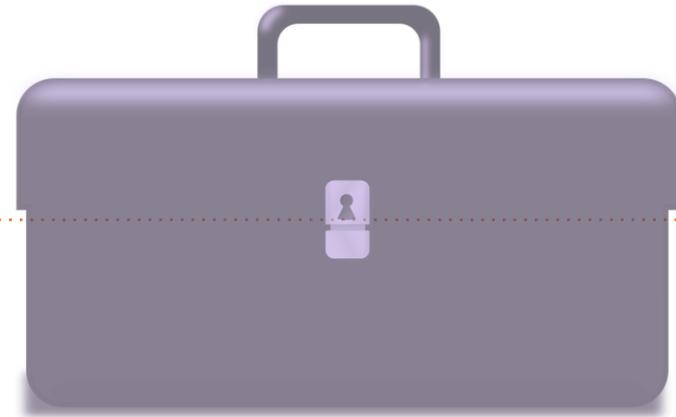
Budget Development Updates

*In millions

Original Budget Forecasted Shortfall	\$ (2.2)
Organizational Updates	\$ 0.5
<i>Elimination of selected unfilled positions</i>	
Utilization of HCV (HUD held) Reserve	\$ 1.0
Departmental Budget Refinements	\$ 0.1
Healthcare cost reduction	\$ 0.1
	<hr/>
	\$ 1.7
Updated Shortfall	\$ (0.5)

Still in the works....

- ◆ *Additional organizational updates*
- ◆ *Consideration of appropriate planning for staff vacancies*
- ◆ *Strategies related to the re-launch of the Agency non profit*
- ◆ *Strategic changes to the Agency approach to security*
- ◆ *Additional Department budget refinements*



Goal:
*Long term,
sustainable savings*

2024 Operating Budget – 1st Draft

	Core/Admin	Real Estate Development	Housing Choice Voucher	Resident Empowerment	Homeless Initiatives	Housing Management	Total 2024 Budget
NET TENANT INCOME	180,000	1,066,818	-	-	-	9,287,232	10,534,050
TOTAL INTEREST INCOME	88,278	140,000	-	-	-	-	228,278
TOTAL OTHER INCOME	800	300,000	-	907,600	97,742	44,040	1,350,182
TOTAL ADMIN & MANAGEMENT FEE INCOME	9,632,631	-	-	-	-	-	9,632,631
TOTAL DEVELOPER FEE INCOME	-	3,043,929	-	-	-	-	3,043,929
TOTAL HUD GRANT INCOME	-	-	11,850,875	-	1,155,492	3,773,168	16,779,535
TOTAL OTHER GRANT INCOME	-	1,799,821	533,333	-	447,772	1,682,106	4,463,032
TOTAL INCOME	9,901,709	6,350,568	12,384,208	907,600	1,701,006	14,786,546	46,031,637
TOTAL PAYROLL EXPENSES	7,944,008	2,402,289	8,077,434	964,078	605,413	2,888,280	22,881,502
TOTAL ADMINISTRATIVE EXPENSES	3,179,172	2,167,750	5,355,054	170,484	510,648	2,163,597	13,546,703
TOTAL TENANT SERVICES EXPENSES	50,500	443,544	336,668	25,000	899,682	287,382	2,042,776
TOTAL UTILITY EXPENSES	251,185	480,153	-	-	-	1,952,756	2,684,094
TOTAL MAINTENANCE EXPENSES	430,063	391,042	69,000	5,500	25	3,167,017	4,062,647
TOTAL TAXES & INSURANCE EXPENSES	36,028	57,282	-	-	-	939,332	1,032,641
TOTAL EXPENSES	11,890,955	5,942,060	13,838,156	1,165,062	2,015,767	11,398,362	46,250,363
NET OPERATING INCOME	(1,989,246)	408,508	(1,453,947)	(257,462)	(314,761)	3,388,184	(218,725)
TOTAL NON-OPERATING EXPENSES	-	146,328	-	-	-	426,432	572,760
NET INCOME	(1,989,246)	262,180	(1,453,947)	(257,462)	(314,761)	2,961,752	(791,485)
HCV RESERVE			1,000,000				1,000,000
UNRESTRICTED NET INCOME	(1,989,246)	262,180	(453,947)	(257,462)	(314,761)	2,265,422	(487,815)

* loss in restricted programs is covered by unrestricted funds

Looking forward: Unrestricted Operating Reserves

*Operating reserves accumulate through surplus
unrestricted, operational cash flow*

Unrestricted Reserves	\$ Change	Balance
2013 Financial Results	1,570,359	1,570,359
2014 Financial Results	1,368,730	2,939,089
2015 Financial Results	153,228	3,092,317
2016 Financial Results	261,439	3,353,756
2017 Financial Results	920,239	4,273,995
2018 Financial Results	1,545,106	5,819,101
2019 Financial Results	197,958	6,017,059
2020 Financial Results	1,758,190	7,775,249
2021 Financial Results	(958,498)	6,816,751
2022 Sales/ Refinancing Proceeds Transferred to HRFC	(3,052,260)	3,764,491
2022 Financial Results	418,103	4,182,594
2023 Budget	570,102	4,752,696
2024 Budget - First Draft	(487,815)	4,264,881
Total Unrestricted Reserves	4,264,881	

Note: Work in Progress



Next Steps

- Receive feedback from the Boards on the first draft of the budget
- Continue the refinement of the budget with staff
- Present second draft of the budget at the November board meeting

Questions or Comments?

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 8c
SUBJECT: Housing Choice Voucher Update

AUTHOR: Brandy Woodard
Chief of Housing Choice
Vouchers
DEPARTMENT: HCV
MEMO DATE: 10/19/2023

Executive Summary

Staff will provide an update on Housing Choice Vouchers.

Recommendation

None currently.



Housing Choice Voucher (HCV) Program Updates

Presentation by Brandy Woodard

October 24, 2023



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



What I will Cover Today:

- Zero HAP Families
- The Voucher Incentive Program



Zero HAP Families

- Increases in income are picked up at time of participants annual recertification
- Family has 180 days from the date they go to zero HAP before voucher assistance ends
- If their income decreases during that period we would make an adjustment

Voucher Incentive Program

- 177 families in the pipeline and \$351,996 invested
 - 104 families moved into a unit
 - 19 families that have turned in paperwork for a unit to be inspected
 - 83 new units to the program
 - 30 new owners to the program
 - 159 households have attended Resident Education



ATTENTION LANDLORDS!
VOUCHER INCENTIVE
PROGRAM (VIP)

www.fresnohousing.org
1331 Fulton Street, Fresno CA 93721
(559) 443-8400 TTY (559) 735-2929



BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 8d
SUBJECT: Real Estate Development Update

AUTHOR: Michael Duarte
Chief Real Estate Officer
DEPARTMENT: Real Estate Development
MEMO DATE: 10/19/2023

Executive Summary

Staff will provide an overview of real estate development activities.

Recommendation

None at this time.

BOARD MEMO

TO: Boards of Commissioners
FROM: Tyrone Roderick Williams, CEO
MEETING DATE: 10/24/2023
AGENDA ITEM: 9a
SUBJECT: Step Up on 99 – Authorization to Add Housing Authority of Fresno County as Co-Guarantor

AUTHOR: Jaicee Berber
DEPARTMENT: Real Estate Development
MEMO DATE: 10/19/2023

Executive Summary

On June 21, 2022, the Board authorized Fresno Housing ("FH") staff to submit a Low-Income Housing Tax Credit ("LIHTC") application to the California Tax Credit Allocation Committee ("CTCAC") to acquire financing for the Step Up on 99 development. FH was successful in its application and received a reservation for tax credits in December of 2022. Step Up on 99 (the "Project") is an adaptive reuse/new construction development consisting of an approximate 2,585 square foot community building, 62 multifamily low-income units, and 1 manager's unit on approximately 2.15 acres in Fresno, CA (APNs: 449-232-01 & 02). The property, formerly known as Motel 99, was acquired by Silvercrest, Inc. under the California Department of Housing and Community Development's Homekey program. The property has served as interim housing for homeless households during the COVID pandemic. Once redeveloped, the targeted income for the site is 20% to 60% AMI.

On September 14, 2021, The Fresno Step Up at 99, LP ("Partnership") was created to aid in the development of the Project. The Partnership will be the owner of the Project throughout construction and operations. The Partnership is comprised of PNC Bank as the limited liability partner, Silvercrest, Inc., and Fresno Step Up at 99 AGP, LLC. The Housing Authority of the City of Fresno, CA ("HACF") will serve as the sole member of the Fresno Step Up at 99, AGP, LLC, the Administrative General Partner, and Silvercrest, Inc. (an instrumentality of FH) will serve as the Managing General Partner (see Exhibit A).

As we have continued to work through final details of the financing, PNC Bank has requested that the Housing Authority of Fresno County be added as a Co-Guarantor on the Step Up on 99 project. The Fresno Housing team has been working closely with PNC Bank to amend the necessary documentation needed to move forward with construction. Fresno Housing and PNC Bank are prepared to move forward with construction following FH Board approval.

Staff recommends that the Board adopt the attached resolution, drafted by our affordable housing finance counsel, Ballard Spahr LLP, and as required by our equity and lending partners, to add the Housing Authority of Fresno County as Co-Guarantor on the Step Up on 99 project.

Recommendation

FRESNO HOUSING

It is recommended that the Boards of Commissioners of Fresno Housing adopt the attached resolution, authorizing the execution and delivery of documents in the name of the Administrative General Partner and the name of the Partnership in connection with the financing, development, and operation of the Project, authorizing the lending and the borrowing of money, and providing for other matter related thereto, and authorize Tyrone Roderick Williams, Chief Executive Officer, Tammy Townsend, Deputy Executive Director, Michael Duarte, Chief Real Estate Officer, and/or their designee, to negotiate and execute documents in connection with the approved actions.

Fiscal Impact

None at this time.

Background Information

Step Up on 99 operated as a 98-room homeless shelter through Project Homekey until the finance closing in July 2023. The site is located on 2.15 acres at 1240 & 1280 N. Crystal Ave, Fresno, CA (APN's: 449-232-01 & 02). The former motel was acquired in August 2020 and completed rehabilitation in February 2021. Staff envisions the permanent conversion of Step Up on 99 a critical step towards the transformation of the various Homekey properties along Parkway Drive. The Project is designed to be a large family site with sixty-three (63) units and a community room.

Past Board Actions

- August 25, 2020 – Approval to Ratify Purchase and Sale Agreement for Step Up on 00 (fka Motel 99)
- November 17, 2020 – Step Up on 99 (fka Motel 99) Omnibus Resolution assigning PSA to Silvercrest, Inc.; authorizing Silvercrest, Inc. to acquire the Property; and negotiate and execute the Homekey Standard Agreement and Grant Agreement
- June 28, 2021 – Authorization to Submit City of Fresno HOME funds application
- June 21, 2022 – Authorization to Submit Various Funding Applications
- January 24, 2023 – Authorization to approve a Pre-Development Loan from HRFC
- January 24, 2023 – Authorization to Award an Architectural Contract
- February 28, 2023 – Consideration of Acceptance of American Rescue Plan Act (ARPA) Funding from the City of Fresno
- February 28, 2023 – Consideration of Authorization to Apply for Federal HOME Loan Bank's Affordable Housing Program (AHP) Funds
- June 27, 2023 – Step Up on 99 Closing Omnibus Development & Financing Resolution

Exhibit A – Housing Authority of the City of Fresno Authorizing Resolutions

Exhibit B – Existing Guaranties

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

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF FRESNO STEP UP AT 99 AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE STEP UP ON 99 PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the Housing Authority of the City of Fresno, California (the “**City Authority**” or “**HACF**”) has agreed to facilitate the acquisition, rehabilitation and construction of approximately 2.15 acres located at 1240 & 1280 North Crystal Avenue, Fresno CA 93728 (APN 449-232-01 & 02) and related improvements thereon (collectively, the “**Property**”), for the purposes of the development, rehabilitation and construction of a sixty-three (63) unit affordable housing project consisting of (i) sixty-two (62) low-income housing tax credit units (“**LIHTC Units**”), and (ii) one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the City Authority has entered into an Operating Agreement dated as of September 24, 2021, pursuant to which the City Authority is the managing member of Fresno Step at 99 AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the City Authority filed Articles of Organization with the California Secretary of State on September 7, 2021; and

WHEREAS, the Administrative General Partner; Silvercrest, Inc., as managing general partner (the “**Managing General Partner**”) and original limited partner; Columbia Housing SLP Corporation, an Oregon corporation, as special limited partner (the “**SLP**”), and PNC Bank, National Association, as investor limited partner (the “**ILP**”, and together with the SLP, the “**Limited Partners**”), entered into an Amended and Restated Agreement of Limited Partnership (the “**Partnership Agreement**”) of Fresno Step Up at 99, LP, a California limited partnership (the “**Partnership**”) dated as of July 6, 2023; and

WHEREAS, the Partnership financed the cost of acquiring, rehabilitating and constructing the Project with numerous sources of funds, including an estimated equity investment of \$25,975,390 from the Limited Partners eligible to benefit from State of California low income housing tax credits and/or federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; and a construction and/or permanent loan and a bridge loan in the aggregate approximate amount of \$25,000,000 (collectively, the “**PNC Loans**”) from PNC Bank, National Association (the “**Lender**”); and

WHEREAS, a copy of the resolution approving the financing of the Project by the City Authority, on its own behalf and in its capacity as the Manager and Sole Member of the Administrative General Partner is attached hereto as **Exhibit A**; and

WHEREAS, the Limited Partners and Lender have required that the County Authority become a co-guarantor along with the City Authority of the guaranty and indemnity obligations that the City Authority has previously granted as contained in (a) the Agreement of Guaranty from the Managing General Partner, the Administrative General Partner and the City Authority to the Limited Partners, and (b) the Guaranty and Suretyship Agreement from the City Authority to the Lender (collectively, the “**Existing Guaranties**”) attached hereto in **Exhibit B**, or will grant in connection with any losses which may be incurred to the Limited Partners and the Lender with respect to the Partnership Agreement and the PNC Loans, and the County Authority desires to undertake such guaranty and indemnity obligations (collectively, the “**Guaranty Obligations**”) to facilitate the Project financing; and

WHEREAS, the Authority wishes to authorize all actions of the Authority and its officers consistent with the terms of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED:

1. **Approval of the Guaranty.** The Chief Executive Officer, Tyrone Roderick Williams, the Deputy Executive Director, Tammy Townsend, and the Chief Real Estate Officer, Michael Duarte, and/or their respective designees (each, an “**Authorized Officer**” and, collectively, the “**Authorized Officers**”), and each of them acting alone, are authorized and directed to enter into one or more guaranty and/or indemnity agreements (including any amendments to the Existing Guaranties) in favor of the Limited Partners and the Lender, as applicable with respect to the Guaranty Obligations (collectively referred to herein as the “**Guaranty**”), which Guaranty Obligations may consist of the guaranty and indemnity obligations already provided by the City Authority to the Limited Partners and the Lender, and any additional indemnity obligations that the Limited Partners and/or the Lender may require specific to any claims, suits, losses, damages, liabilities and expenses that the Limited Partners and/or the Lender may suffer. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf the Guaranty and to take such other actions as they deem necessary or desirable in connection therewith. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Guaranty.
2. **Expenditures.** The Authority is authorized to expend such funds as are necessary to pay for any fees and other costs relating to the actions authorized by this resolution.
3. **Acting Officers Authorized.** Any action required by this resolution to be taken by the Chair of the Board, Chief Executive Officer, Deputy Executive Director, or Chief Real Estate Officer of the Authority may, in the absence of such person, be taken by the duly authorized acting Chair of the Board, acting Chief Executive Officer, acting Deputy Executive Director or acting Chief Real Estate Officer of the Authority, respectively, or by such respective designee.

4. **Execution of Obligations.** The Board directs the Authority’s Chief Executive Officer to cause the Authority to fulfill the Authority’s duties and obligations under the various agreements authorized.
5. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.
6. **Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.

PASSED AND ADOPTED THIS 24th DAY OF OCTOBER, 2023. 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:

Cary Catalano, Chair of the Boards of Commissioners

CERTIFICATE

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

1. That the attached Resolution No. ____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 24th day of October, 2023, and duly recorded in the minute books of the Authority.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of October, 2023.

**HOUSING AUTHORITY OF FRESNO
COUNTY, CALIFORNIA**

Tyrone Roderick Williams
Chief Executive Officer

EXHIBIT A

Housing Authority of the City of Fresno Authorizing Resolutions

RESOLUTION NO. 4297
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS, THE ADMISSION OF CERTAIN PARTNERS TO FRESNO STEP UP AT 99, LP (“PARTNERSHIP”) AND THE EXECUTION OF SUCH DOCUMENTS TO IMPLEMENT PROJECT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA ON ITS OWN BEHALF AND IN ITS CAPACITY AS THE MANAGER AND SOLE MEMBER OF FRESNO STEP UP AT 99 AGP, LLC, THE ADMINISTRATIVE GENERAL PARTNER OF THE PARTNERSHIP, IN CONNECTION WITH THE FINANCING, DEVELOPMENT AND OPERATION OF THE STEP UP ON 99 PROJECT, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

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

WHEREAS, the Authority has agreed to facilitate the acquisition, rehabilitation, and construction of approximately 2.15 acres located at 1240 & 1280 North Crystal Avenue, Fresno CA 93728 (APN 449-232-01 & 02) and related improvements thereon (collectively, the “**Property**”), for the purposes of the development, rehabilitation and construction of a sixty-three (63) unit affordable housing project consisting of (i) sixty-two (62) low-income housing tax credit units (“**LIHTC Units**”), and (ii) one (1) manager’s unit (collectively, the “**Project**”); and

WHEREAS, the Authority has entered into an Operating Agreement dated as of September 24, 2021, pursuant to which the Authority is the managing member of Fresno Step at 99 AGP, LLC, a California limited liability company (the “**Administrative General Partner**”), and the Authority filed Articles of Organization with the California Secretary of State on September 7, 2021; and

WHEREAS, the Administrative General Partner, together with Silvercrest, Inc., entered into an Agreement of Limited Partnership dated as of September 24, 2021, pursuant to which the Administrative General Partner is the “**Administrative GP**” and Silvercrest, Inc. is the “**Managing GP**” (collectively the “**General Partners**”), and Silvercrest, Inc. is the “**Original Limited Partner**” of Fresno Step Up at 99, LP, a California limited partnership (the “**Partnership**”), and also filed a Certificate of Limited Partnership with the California Secretary of State on September 14, 2021; and

WHEREAS, the Administrative General Partner; Silvercrest, Inc., as managing general partner (the “**Managing General Partner**”) and original limited partner; Columbia Housing SLP

Corporation, an Oregon corporation, as a special limited partner (the “**SLP**”), and PNC Bank, National Association, as investor limited partner (the “**ILP**”, and together with the SLP, the “**Limited Partners**”), will enter into an amended and restated agreement of limited partnership of Fresno Step Up at 99, LP; and

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

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

WHEREAS, the Partnership has requested the Authority to make available funds to assist with the financial closing of the Project through the temporary deferral of payment of a portion of the developer fees payable to the Authority by the Partnership, which developer fees are in the approximate amount of \$2,200,000 (the “**Developer Fee**”); and

WHEREAS, the State of California through the Department of Housing and Community Development (“**HCD**”) has awarded grant funds to HACF through the Homekey Program pursuant to a Standard Agreement (the “**Homekey Standard Agreement**”) dated November 20, 2020, in the amount of \$5,259,125.00 (the “**Homekey Funds**”), which Homekey Funds were disbursed by HCD to HACF pursuant to the terms of the Homekey Standard Agreement and applied to the acquisition and soft costs of the Project; and

WHEREAS, HACF, as a recipient under the Homekey Standard Agreement is empowered to loan the Homekey Funds in the form of a construction and permanent loan to the Partnership (the “**HACF (Homekey) Loan**”); and

WHEREAS, the Partnership will finance the cost of acquiring, rehabilitating, and constructing the Project with numerous sources of funds, projected to include an estimated equity investment of \$25,975,390 from the Limited Partners eligible to benefit from the State of California low-income housing tax credits and/or federal low-income housing tax credits allocated to the Project under Section 42 of the Internal Revenue Code; a construction and/or permanent loan and a bridge loan in the aggregate approximate amount of \$25,000,000 from PNC Bank, National Association (the “**PNC Loans**”); construction and permanent financing from the City of Fresno, California (the “**City**”) in an amount not to exceed \$3,500,000 (the “**City SLFRF Loan**”); and the HACF (Homekey) Loan; and

WHEREAS, to further support the Project’s financing, the Partnership may enter into interest rate swaps, caps, collars, floors or any similar transactions from time to time for interest rate hedging or management purposes in relation to assets or liabilities of the Partnership or those of its affiliates with PNC Bank, National Association (each, a “**Swap Transaction**”); and

WHEREAS, the Authority intends to act as a lender of the HACF (Homekey) Loan, the developer

and property manager of the Project, as the sole member and manager of the Administrative General Partner and as guarantor of certain obligations connected with the Project; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The Chief Executive Officer, Tyrone Roderick Williams, the Chief Real Estate Officer, Michael Duarte, the Chief Diversity Officer, Marc' Bady, the Deputy Executive Director, Tammy Townsend, and/or their respective designees (each, an "**Authorized Officer**" and, collectively, the "**Authorized Officers**"), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority's intended functions as a developer of the Project (including any subcontracts with respect thereto).

2. **General Partner Function.** The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as manager of the Administrative General Partner, to take all actions and execute all documents necessary for the Administrative General Partner to carry out its function as administrative general partner of the Partnership, including without limitation by execution of the Amended and Restated Agreement of Limited Partnership of the Partnership and any amendment thereto in furtherance of such admissions; provided further, that in such capacity, the Authority is authorized and directed to cause the Administrative General Partner to approve the admission of the ILP to the Partnership.

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

4. **Approval of the Making of the HACF Homekey Loan.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HACF (Homekey) Loan Documents” (the “**HACF (Homekey) Loan Documents**”) to be executed by the Partnership and the Authority to effectuate the HACF (Homekey) Loan, which HACF (Homekey) Loan Documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow the HACF (Homekey) Loan from the Authority. The making of the HACF (Homekey) Loan in the approximate amount of \$5,259,125 is hereby authorized and the Authorized Officers, each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the HACF (Homekey) Loan Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority's behalf, any further changes to the draft HACF (Homekey) Loan Documents, including material changes, and the final amount to be loaned, and such Authorized Officer's signature on the final HACF (Homekey) Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority, to carry out the transactions contemplated by the HACF (Homekey) Loan Documents. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of the HACF (Homekey) Loan by any amount or to increase the principal amount of the HACF (Homekey) Loan by an amount up to 10% more than the principal amount stated in this resolution. The source of funds for any such increase shall be any funds available to the Authority.

5. **Approval of HUD Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HUD Documents” (the “**HUD Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute and deliver the HUD Documents pursuant to which the Partnership will be provided a subsidy funded with money received from HUD pursuant to a Project-Based Section 8 Housing Assistance Payments Contract; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft HUD Documents, including material changes, and such Authorized Officer's signature on the final HUD Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents.

6. **Approval of Deferred Developer Fee.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the sole member and manager of the Administrative General Partner to agree to the payment of a portion of the Developer Fee in an amount of approximately \$1,000,000 from available Net Cash Flow (as such term is defined in the Partnership Documents) as necessary or desirable to provide sufficient funds for the Project.

7. **Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project's financing, including without limitation, construction, permanent and third party loan applications, tax credit applications, and any and all other documents reasonably required to (i) cause the SLP to make a capital contribution(s) to the Partnership, and (ii) borrow sufficient funds to support the Project.

8. **Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority in its capacity as the manager of the Administrative General Partner, are authorized to take such actions and execute such documents as necessary to cause the Partnership to borrow funds from PNC Bank, National Association, the City and the Authority in an aggregate approximate amount of up to \$35,000,000. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount or to increase the principal amount of any loan by an amount up to 10% more than the maximum aggregate principal amount for the loans stated in this resolution. The source of funds for any such increase shall be funds available to the Authority and/or the Partnership or such other funds that may become available to the Authority and/or the Partnership for the Project. The Board directs the executive director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Partnership (as may have been increased as permitted by this section).

9. **Approval of Guarantees.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf, to execute and perform under such guarantees as are deemed necessary or appropriate to the financing of the Project, including without limitation, with respect to the Partnership Documents and the PNC Loan Documents.

10. **Approval of PNC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "PNC Loan Documents" (the "**PNC Loan Documents**") in connection with the Partnership and the Project, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will borrow a construction and/or permanent loan and a bridge loan in the aggregate approximate amount of \$25,000,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the PNC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. Such authorization includes, but is not limited to the authorization of the Administrative General Partner to enter into the PNC Loan Documents on behalf of the Partnership. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the PNC Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner, any further changes to the draft PNC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer's signature on the final PNC Loan Documents shall be construed as the Authority's approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to

execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the PNC Loan Documents.

11. **Approval of City SLFRF Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “City SLFRF Loan Documents” (the “**City SLFRF Loan Documents**”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a loan in the approximate aggregate amount of \$3,500,000 from the City for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the City SLFRF Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the City SLFRF Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft City SLFRF Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final City SLFRF Loan Documents shall be construed as the Authority’s approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the City SLFRF Loan Documents.

12. **Approval of HACF (Homekey) Loan Documents.** The Authority has been presented with drafts of the HACF (Homekey) Loan Documents in connection with the Partnership and the Project, pursuant to which the Partnership will borrow a loan in the approximate amount not to exceed \$5,259,125 from HACF for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HACF (Homekey) Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HACF (Homekey) Loan Documents substantially in the form on file with the Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner, any further changes to the draft HACF (Homekey) Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final HACF (Homekey) Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any

other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HACF (Homekey) Loan Documents.

13. **Approval of Swap Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into, execute, deliver, purchase, confirm, amend, modify, sell, assign, transfer or otherwise acquire or dispose of Swap Transactions with PNC Bank, National Association or any of its affiliates (the “**Bank**”). The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver each agreement or document governing or evidencing the terms of any Swap Transaction, including, without limitation, any and all master agreements, schedules, confirmations, supplements, annexes, exhibits or certificates, and any and all amendments or modifications thereto or restatements thereof (each such agreement or document, a “**Swap Document**”), and each such Swap Document be and hereby is, approved in such form and upon such terms as any Authorized Officer shall approve, such approval to be conclusively evidenced by the execution of said Swap Document by any Authorized Officer. As security for the obligations of the Partnership arising under or in connection with any Swap Transaction or any Swap Document, including the taking of any such action, each Authorized Officer, acting singly, be and hereby is, authorized in the name and on behalf of the Partnership to grant a security interest in or lien on, transfer, pledge, mortgage or otherwise hypothecate to the Bank any real or personal property (including, without limitation, accounts and revenues) belonging to or under the control of the Partnership, and to execute and deliver to the Bank any and all security agreements and collateral documents (including, without limitation, credit support annexes, mortgages, indentures, deeds of trust, account control agreements and financing statements), and such other agreements and documents as the Bank may request in connection with such security or for the perfection thereof (each of the foregoing, a “**Swap Collateral Document**”). Each Swap Collateral Document, including, without limitation, any and all schedules, supplements, annexes, exhibits or certificates, and any and all amendments or modifications thereto or restatements thereof, be and hereby is, approved in such form and upon such terms as any Authorized Officer shall approve, such approval to be conclusively evidenced by execution thereof by any Authorized Officer. All Authorized Officers, acting singly, are authorized to execute and deliver in the name and on behalf of the Partnership such other related agreements, documents, and certificates, and to take such other and further action, as may be necessary, advisable, or appropriate to perform or carry out any Swap Transaction, Swap Document or Collateral Document or any of the actions referred to above.

14. **Approval of the Supportive Services Agreement.** The Authority has been presented with a draft of the Supportive Services Contract between Turning Point of Central California, Inc. and the Partnership (the “**Supportive Services Contract**”), in connection with the provision of supportive services to residents of the Project, which Supportive Service Contract is on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Supportive Services Contract; provided however, any Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft Supportive Services Contract, including material changes, and such Authorized Officer’s signature on the final

Supportive Services Contract shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Supportive Services Contract.

15. **Approval of the Project Transfer and Acquisition Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading "Acquisition Documents" (the "**Acquisition Documents**") in connection with the purchase and development of certain real property owned by Silvercrest, Inc. which will be conveyed to the Partnership on which the Project is to be rehabilitated and constructed, which documents are on file with the Authority's Secretary, and pursuant to which the Partnership will acquire the Property for a purchase price not to exceed \$5,259,125 at closing (less any previous deposits into escrow). The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Acquisition Documents and to purchase and take such other actions as they deem necessary or desirable for the Partnership to acquire and develop the Property; *provided however*, any Authorized Officer may approve on the Authority's behalf or as the manager of the Administrative General Partner any further changes to the draft Acquisition Documents, including material changes, and such Authorized Officer's signature on the final Acquisition Documents shall be construed as the Authority's approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Acquisition Documents.

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

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

18. **Execution of Documents.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as manager of the Administrative General Partner, to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; and/or (iii) to further the acquisition, rehabilitation, development, financing, construction, leasing and management of the Project. Without limiting the scope of such authorization, such documents include declarations of restrictive covenants, regulatory agreements, various deeds, leases, notes, loan agreements, deeds of trust, guaranties, and indemnities, interest rate caps or other swap or hedge agreements, and collateral assignments related to the Project's financing. Such documents may also include, without limitation, lease-up and marketing agreements, partnership management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents, confessions of judgment and appointments of attorneys for service of process.

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

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

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

22. **Ratification and Confirmation.** All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed, including, but not limited to, the formation of the Partnership and the Administrative General Partner, and the

filing of finance applications related to the Project's financing and the prior execution of any Project documents listed on Exhibit A or otherwise required herein.

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

PASSED AND ADOPTED THIS 27th DAY OF JUNE, 2023. I, the undersigned, herby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:
NOES:
ABSENT:
ABSTAIN:



Adrian Jones, Chair of the Board of Commissioners

CERTIFICATE

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

1. That the attached Resolution No. ____ (the “**Resolution**”) is a true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on the 27th day of June 2023, and duly recorded in the minute books of the Authority.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of June 2023.

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

Tyrone Roderick Williams

Tyrone Roderick Williams
Chief Executive Officer

**EXHIBIT A
PROJECT DOCUMENTS**

Partnership Documents

- (a) Amended and Restated Agreement of Limited Partnership of Fresno Step Up at 99, LP and all exhibits attached thereto which require execution, including but not limited to the:
 - 1. Development Services Agreement between the Authority and the Partnership;
 - 2. Agreement of Guaranty for the benefit of the Partnership and Limited Partners; and

HUD Documents

- (b) PBV Agreement to Enter into Housing Assistance Payments Contract by the Authority and the Partnership;
- (c) PBV Housing Assistance Payments Contract New Construction of Rehabilitation by the Authority and the Partnership; and

PNC Loan Documents

- (d) Promissory Note executed by the Partnership in favor of PNC Bank;
- (e) Rider to Promissory Note executed by the Partnership and PNC Bank;
- (f) Bridge Loan Promissory Note executed by the Partnership in favor of PNC Bank;
- (g) Construction Loan and Security Agreement executed by the Partnership and PNC Bank;
- (h) Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, executed by the Partnership as the trustor, to Fidelity National Title Company for the benefit of PNC Bank;
- (i) Rider to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing, executed by the Partnership as the trustor, to Fidelity National Title Company for the benefit of PNC Bank;
- (j) Assignment of Leases and Rents executed by the Partnership;
- (k) Assignment of Capital Contribution executed by the Partnership and PNC Bank;
- (l) Assignment of Construction and Development Documents executed by the Partnership;
- (m) Assignment of Housing Assistance Payment Contract executed by the Authority and the Partnership;
- (n) Pledge and Security Agreement (Assignment of Partnership Interests and Tax Credits) executed by the Partnership, Administrative General Partner and

Managing General Partner;

- (o) Guaranty and Suretyship Agreement (Payment and Completion) executed by the Authority;
- (p) Environmental Indemnity Agreement executed by the Partnership and the Authority;
- (q) Non-Recourse Indemnification Agreement executed by Silvercrest, Inc., the Partnership and the Authority;
- (r) Replacement Reserve Deposit Agreement executed by the Partnership and PNC Bank;
- (s) Borrower's Certificate executed by the Partnership;
- (t) Certification executed by the Partnership, the Administrative General Partner, the Managing General Partner, the Guarantor and the Developer;
- (u) Transaction Administration Letter executed by the Partnership;
- (v) Developer's Consent executed by the Developer;
- (w) Interest Rate Lock Agreement executed by the Authority and the Partnership;
- (x) Subordination of Management Agreement executed by the Partnership and the Property Manager;
- (y) Subordination Agreement (HACF Homekey) by the Partnership, the Authority and PNC Bank;
- (z) Subordination Agreement (SLRF) by the Partnership, the City of Fresno and PNC Bank;
- (aa) Any Swap Document and any Swap Collateral Document deemed necessary or desirable by the Partnership; and

HACF (Homekey) Loan Documents

- (bb) HACF Homekey Loan Mortgage Note (Step Up on 99) by the Partnership in favor of the Authority;
- (cc) HACF Homekey Loan Construction Deed of Trust, Security Agreement and Financing Statement (Step Up on 99 - HACF Homekey Loan) by the Partnership in favor of the Authority;
- (dd) Step Up on 99 HACF Homekey Loan-Assignment of Leases and Rents by the Partnership in favor of the Authority;
- (ee) Step Up on 99 HACF Homekey Loan Agreement between the Partnership and the Authority;
- (ff) Subordination Agreement (ROFR) by the Partnership, the Managing General Partner and the Authority; and

City SLFRF Loan Documents

- (gg) City of Fresno (State and Local Fiscal Recovery Funds Program) Agreement by and between the Partnership and the City;
- (hh) Declaration of Restrictions by the Partnership in favor of the City;
- (ii) Promissory Note by the Partnership in favor of the city;
- (jj) Deed of Trust Assignment of Rents by the Partnership in favor of the city;
- (kk) Subordination Agreement (ROFR) by the Partnership, the Managing General Partner, and the city; and

Acquisition Documents

- (ll) Grant Deed by Silvercrest, Inc. in favor of the Authority;
- (mm) Grant Deed by the Authority in favor of the Partnership;
- (nn) Assignment of Purchase and Sale Agreement by Silvercrest, Inc. in favor of the Authority;
- (oo) Release of Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing by Silvercrest, Inc. and acknowledged by the Authority; and

Management Agent Documents

- (pp) Property Management Agreement between the Partnership and the Authority; and

Miscellaneous Documents

- (qq) Supportive Services Contract between Turning Point of Central California, Inc. and the Partnership;
- (rr) Subordination and Intercreditor Agreement (HACF and City SLFRF Loan) by and among the Partnership, the Authority, and the City; and
- (ss) Such other documents as are reasonably necessary and appropriate to consummate the financing of the Project.

EXHIBIT B

Existing Guaranties

EXHIBIT 5

AGREEMENT OF GUARANTY

THIS AGREEMENT OF GUARANTY ("Guaranty") is made as of July 6, 2023, by the undersigned (whether one or more, referred to as the "Guarantor"), for the benefit of **FRESNO STEP UP AT 99, LP**, a California limited partnership (the "Partnership"), and **PNC BANK, NATIONAL ASSOCIATION**, and **COLUMBIA HOUSING SLP CORPORATION**, an Oregon corporation (collectively, the "Limited Partners"), which are limited partners in the Partnership governed pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of the date hereof (the "Agreement") for the purposes of acquiring, developing, owning and operating a multifamily residential rental apartment project (the "Project") located in the State of California (the "State"), and where **SILVERCREST, INC.**, a California nonprofit corporation and **FRESNO STEP UP AT 99, AGP, LLC**, a California limited liability company (collectively, the "General Partner"), are the general partners and **HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA** is the developer of the Project (the "Developer").

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor, for the benefit of the Partnership and the Limited Partners, hereby irrevocably and unconditionally guarantees and agrees as follows:

1. Reliance. The Guarantor agrees and acknowledges that this Guaranty is given to induce the Limited Partners to invest in and become limited partners in the Partnership. Absent execution and delivery of this Guaranty, the Limited Partners would not have invested in the Partnership as limited partners and would not have agreed to make capital contributions to the Partnership. The Guarantor acknowledges that Guarantor was and will be directly benefited by the Limited Partners becoming limited partners in the Partnership.

2. Guaranteed Obligations. The Guarantor hereby unconditionally, jointly and severally guarantees to the Partnership and the Limited Partners the full and prompt payment, performance, observance, compliance, and satisfaction of all obligations, covenants, representations, and warranties on the part of the General Partner to be paid, performed, observed, complied with, or satisfied with respect to the Agreement, as and when due. The Guarantor also unconditionally, jointly and severally guarantees to the Partnership and the Limited Partners full prompt payment, performance, observance, compliance and satisfaction of all obligations, covenants, representations, and warranties on the part of the Developer to be paid, performed, observed, complied with, or satisfied with respect to Section 6.7 of the Agreement and with respect to the Development Agreement. All obligations of the General Partner and the Developer herein guaranteed are referred to as the "Guaranteed Obligations."

3. Guaranty of Payment. The guaranty made hereunder is of payment and not of collection, and Guarantor waives any right to require that any action be brought against the General Partner or any other Person liable for performance or payment of any of the Guaranteed Obligations or that resort first be had to any other security therefor.

4. Effect of Payment by Guarantor to Partnership and/or Limited Partners. No payment by the Guarantor to the Partnership and/or the Limited Partners under the terms of this Guaranty shall constitute a Capital Contribution, loan, or advance to the Partnership or change in any interest of any of the Partners in the Partnership, except as expressly provided for under the terms of the Agreement. The Guarantor shall not have any rights in or to the Partnership or its assets as a creditor or a Partner by virtue of any payments made hereunder.

5. Continuing Guaranty. This Guaranty shall be unconditional, continuing, absolute and irrevocable, and shall continue until all Guaranteed Obligations have been fully performed, paid, and satisfied, and shall not be affected or impaired by: (a) any modification, extension, or amendment of the Agreement or any other agreement now or hereafter executed by the Partnership, the General Partner, or a Limited Partner, or any of them; (b) any modification, extension of time for the payment of, forbearance, settlement, release, surrender, exchange, or discharge of any Guaranteed Obligations, any collateral therefor, or any party liable or to become liable, primarily, secondarily, or otherwise, with respect to any Guaranteed Obligations (herein "Other Obligors"); (c) payment of additional Capital Contributions by the Limited Partners after default or the release of any security after default whether material

or otherwise; (d) death, dissolution, or insolvency of the Partnership, the General Partner, the Guarantor, or any Other Obligors; (e) release of the General Partner, or any Other Obligors from the performance or observance of any of the Guaranteed Obligations, arising by operation of law or otherwise, whether made with or without notice to the Guarantor; (f) the fact that the Partnership and/or the General Partner may or may not be personally liable under the Agreement or the Project Documents to pay any money judgment; (g) any act done, suffered, or left undone by a Limited Partner, the Partnership, or the General Partner or the Developer relating to the Agreement, the Project Documents, this Guaranty, or any other instrument or thing, including, without limitation, any delay or failure on the part of the Partnership or Limited Partners in exercising any right, power or privilege under the Agreement, this Guaranty, or any other instrument or document executed by the Partnership, the General Partner, the Developer or any Other Obligors; (h) any failure to give any notices of acceptance, notices of default, or other notices; (i) the execution of any guaranty by any personal corporation, partnership, or other entity relating to the Agreement, the Project Documents or otherwise; (j) any sale, transfer, pledge, surrender compromise, realization upon, release renewal, extension, exchange, or other hypothecation of any kind of this Guaranty, all or any part of the Agreement, and all or any part of any security or collateral given to secure any of the obligations thereunder; (k) any failure, invalidity, or unenforceability of, or any defect in, the Agreement or any security or collateral given to secure any of or all the obligations thereunder; (l) any change in the manner, place, or terms of payment of, or any change or extension of time of payment of, or any renewal of alteration in any of the Guaranteed Obligations, any security therefor, or any liability incurred directly or indirectly in respect thereof; (m) the Limited Partners' exercise or forbearance from exercising any rights or remedies against the Partnership, the General Partner, the Developer or Other Obligors, or any other act, or failure to act in any manner, which may deprive the Guarantor of any rights of subrogation, contribution, or indemnity against the Partnership, the General Partner, the Developer, or any Other Obligors; (n) any change in any of the Partners of the Partnership; or (o) any removal of any General Partner of the Partnership; provided, the obligations of the Guarantor shall not extend to provisions for which the General Partner is not liable under the Agreement.

6. Direct Liability. The liability of the Guarantor hereunder is direct and unconditional and may be enforced without requiring the Limited Partners or the Partnership, as the case may be, first to exercise, enforce, or exhaust any right or remedy against the Partnership, the Developer or any General Partner, or against any Other Obligors. Upon any default by the Partnership or the General Partner or the Developer or Other Obligors relating to any obligation under the Agreement, the Limited Partners may, at either of their option, proceed directly and at once against the Guarantor to collect the full amount of the Guarantor's liability hereunder, or any portion thereof, without first proceeding against the Partnership, the General Partner, the Developer, any Other Obligors, or any person, corporation, partnership, or other entity.

7. Waivers. The Guarantor hereby waives: (a) presentment, demand, protest, and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which the Guarantor might otherwise be entitled; (b) any and all claims or defenses relating to lack of diligence or delays in collection or enforcement, or any other indulgence or forbearance whatsoever with respect to any obligations relating to the Agreement, the Project Documents, or the Guaranteed Obligations and any defense which the Guarantor may have by reason of any defense which the Partnership, any General Partner, the Developer or any Other Obligors may have against the Limited Partners, other than payment, satisfaction, and performance of the Guaranteed Obligations; (c) notice of any advances or Capital Contributions made under the Agreement or Project Documents; (d) any right, title, or interest in, or claim to, whether by subrogation or otherwise, any collateral or assets of the Partnership, the Developer or the General Partner, or Other Obligors until all Guaranteed Obligations have been fully paid, satisfied, and performed; and (e) any defense or claim relating to the marshaling of assets or any requirement to proceed against any parties or collateral in any particular order; and (f) all other suretyship defenses, rights, and claims. **Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of the provisions of Sections 2809, 2810, 2819, 2845, 2849, and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.**

8. Costs and Attorney Fees. The Guarantor agrees, in addition to the liability for the Guaranteed Obligations, to reimburse the Limited Partners and the Partnership for all costs and expenses, including reasonable attorney fees, which the Limited Partners or the Partnership, as the case may be, may incur (a) in the collection of any amounts owing under this Guaranty, the Agreement or any part thereof, (b) for the enforcement of this Guaranty, the Agreement or any term, agreement, covenant, provision, obligation, or duty arising thereunder, (c) in the realization of any collateral obligation or duty hereunder, and/or (d) in connection with any bankruptcy or similar proceeding

wherein the Partnership, the General Partner, the Guarantor, or any Other Obligor are the “debtor”. In the event of litigation or other proceeding in connection with this Guaranty, the Limited Partners shall be entitled, in addition to all other sums and relief, to reasonable attorney fees, costs, disbursements, including all such fees, costs, and disbursements incurred both at and in preparation for trial and any appeal or review, said amount to be set by the courts before which the matter is heard.

9. Statute of Limitations; Bankruptcy. The Guarantor shall remain liable with respect to the payment, performance, observance, compliance, or satisfaction of the Guaranteed Obligations or any part thereof irrespective of whether a recovery upon the same may have been barred by any statute of limitations. Any payment made on any obligations under the Agreement that may thereafter be required to be refunded, as a preference or otherwise, under any state or federal law shall not be considered payment for purposes hereof, nor shall it have the effect of reducing the amount of the Guaranteed Obligations or the liability of the Guarantor hereunder.

10. Actions Regarding Other Obligors. The Guarantor hereby represents and warrants that the Guarantor was not induced to give this Guaranty by the fact that there are or may be Other Obligors, or by the fact that there may be other collateral securing the Guaranteed Obligations. No election to proceed in one form of action or proceeding or against any party, or on any obligation, shall constitute a waiver of the Limited Partners’ or Partnership’s, as the case may be, right to proceed in any other form of action or proceeding or against any other parties. Without limiting the generality of the foregoing, no action or proceeding by the Limited Partners or the Partnership, as the case may be, against the General Partner, Developer or any Other Obligors, shall serve to diminish the liability of the Guarantor hereunder except to the extent that the Limited Partners or the Partnership, as the case may be, realizes payment by such action or proceeding, notwithstanding the effect of any suit or proceeding upon the Guarantor’s rights of subrogation or contribution against the Partnership, the General Partner, Developer or such Other Obligors. The Limited Partners and the Partnership, as the case may be, shall, at its option, have the right to join the Partnership, the General Partner, the Developer, the Guarantor, and any Other Obligors, in any action or proceeding related to the Guaranteed Obligations.

11. Investigation. The Guarantor delivers this Guaranty based solely upon the Guarantor’s own independent investigation of the financial condition of the Partnership, other Guarantors, Developer, the Other Obligors, and the General Partner and in no part upon any representation or statement of the Limited Partners with respect thereto. The Guarantor is in a position to and does hereby assume full responsibility for obtaining any additional information concerning the financial condition of the Partnership other Guarantors, the Other Obligors, the Developer and the General Partner as the Guarantor may deem material to Guarantor’s obligations hereunder, and the Guarantor is not relying upon, nor expecting the Limited Partners to furnish, any information in the Limited Partners’ possession concerning the financial condition of such parties. The Guarantor agrees that the Guarantor hereby knowingly accepts the full range of risks encompassed within this Guaranty, which risks include, without limitation, the possibility that the Partnership, the General Partner, the Developer, other Guarantors and/or Other Obligors may incur additional obligations for which the Guarantor may be liable hereunder after the financial condition of the Partnership, the Developer, other Guarantors, Other Obligors and/or the General Partner, or ability to pay their lawful debts when they are due has deteriorated, and the Guarantor understands that the amount of the obligations may be increased or decreased and the ratio of obligations to collateral, if any, may be changed adversely to the Guarantor. This Guaranty will be effective when delivered to the Partnership and the Limited Partners without need for acceptance or any other formality.

12. Representation and Warranty of Financial Condition. The Guarantor hereby represents and warrants that all financial statements of the Guarantor heretofore delivered to the Limited Partners by or on behalf of the Guarantor are true and correct in all material respects and fairly present the financial condition of the Guarantor as of the respective dates thereof, and remain true and correct and not in any way misleading, as of the date hereof. The Guarantor agrees to provide by June 1st of each year a certified financial statement of the Guarantor as of the end of the Partnership’s previous Fiscal Year, including, but not limited to, a balance sheet and income statement with supporting schedules or exhibits. The Guarantor also agrees to provide at any time upon the request of any Limited Partner bank statements and brokerage statements, together with any other appropriate documentation evidencing to the satisfaction of such Limited Partner the liquidity of the Guarantor for the purposes of Section 6.5(n) of the Agreement. The Guarantor hereby expressly agrees to the release of such financial information by the Limited Partner to their Affiliates, agents and representatives, partners of the Limited Partners and proposed investors of the Limited Partners.

Guarantor represents, warrants and covenants that it has and will maintain sufficient available unrestricted and unencumbered cash and cash equivalent investments in an amount that will satisfy Section 6.5(n) of the Agreement, none of which shall be comprised of, or derived from Public Housing Assets as defined in Section 23, below.

13. Partnership's and Limited Partners' Rights. The Partnership and/or any Limited Partner may, at any time and from time to time, with or without the consent of, or notice to, the Guarantor, and without incurring responsibility or liability to the Guarantor or impairing or releasing the obligations of the Guarantor hereunder:

(i) change the manner, place, or terms of performance or payment of, or renew, replace, extend, or otherwise modify any document now or hereafter creating, securing, or governing the disbursement of any of the Guaranteed Obligations (including, without limitation, the Agreement) other than this Guaranty;

(ii) sell, exchange, release, surrender, realize upon, or otherwise deal with, in any manner and in any order, any property by whomsoever and whenever pledged to secure, or howsoever securing, any of the Guaranteed Obligations or any liability (including, without limitation, any of those hereunder) incurred directly or indirectly in respect thereof or hereof, or any offset there against;

(iii) exercise or refrain from exercising, for any period of time whatsoever, any rights against the General Partner, the Developer, other Guarantors or Other Obligors (including, without limitation, the Guarantor) available to the Partnership by law or under any document now or hereafter creating any of the Guaranteed Obligations, any other security therefor, or any liability (including, without limitation, any of those hereunder) incurred directly or indirectly in connection therewith or herewith (including, without limitation, failing to attempt to collect any of the Guaranteed Obligations);

(iv) settle or compromise any of the Guaranteed Obligations, any security therefor, or any liability (including, without limitation, any of those hereunder) incurred directly or indirectly in connection therewith or herewith;

(v) accept any further security for payment of the Guaranteed Obligations in addition to this Guaranty; and

(vi) perform such other acts as may be permitted under the Agreement.

14. Subrogation. Until the Guaranteed Obligations have been performed and paid in full, the Guarantor shall have no right of subrogation against the General Partner, the Developer, or any Other Obligor in connection with this Guaranty nor any right to participate in realization upon any security for any of the Guaranteed Obligations.

15. Subordination. Any indebtedness of the General Partner, the Developer, or any Other Obligor to the Guarantor now or hereafter existing is hereby subordinated to the Guaranteed Obligations. Any such indebtedness of the General Partner, the Developer, or any Other Obligor to the Guarantor, upon written demand of the Partnership, shall be collected (by action or proceeding, if required by the Partnership) and received by the Guarantor in trust for the Partnership and shall be paid over to the Partnership on account of the Guaranteed Obligations without impairing or releasing the obligations of the Guarantor hereunder; provided, however, that while no default exists in the payment of the Guaranteed Obligations, the Guarantor may apply to its own account any payments made to it on account of any indebtedness of the General Partner to the Guarantor.

16. Successors. This Guaranty shall be binding upon the Guarantor, the Guarantor's heirs, personal representatives, successors, and assigns, and shall inure to the Limited Partners' benefit and to the benefit of the Limited Partners' successors and assigns, and to the benefit of anyone claiming title to any collateral sold by the Limited Partners pursuant to any rights, powers, and privileges it or they now have or may hereafter possess.

17. Integration; Waiver. This Guaranty contains the sole and entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations and understandings. This Guaranty may not be terminated or otherwise amended, changed, or modified, nor shall there be any waiver or estoppel

by the Limited Partners or the Partnership, except by a written instrument signed by the Limited Partners and the Partnership. No waiver, express or implied, by the Limited Partners or Partnership of any default hereunder shall be deemed a waiver of any other or succeeding default hereunder.

18. Interpretation. If for any reason any provision of this Guaranty does violate any such laws or is not fully enforceable in accordance with the terms and provisions hereof, this Guaranty shall be limited or construed to comply with such laws and shall be enforced to the full extent permitted by such laws. If there is more than one Guarantor, the liability of each Guarantor shall be joint and several. Capitalized terms used in this Guaranty shall have the meanings specified herein or in the Agreement.

19. Governing Law, Jurisdiction and Venue. This Guaranty and the rights and obligations of the Guarantor shall be governed by and construed in accordance with the laws of the State of California. The Guarantor hereby submits to personal jurisdiction as provided in this Section 19 for the enforcement of this Guaranty and waives any and all personal rights to object to such jurisdiction for the purposes of litigation to enforce this Guaranty. The Guarantor hereby irrevocably (i) agrees that any suit, action or other legal proceeding arising out of this Agreement or any of the transactions contemplated hereby shall be brought in the courts of the State of California; (ii) consents to the jurisdiction of each such court in any suit, action, or proceeding; and (iii) waives any objection which he or it may have to the laying of venue of any such suit, action or proceeding in each of such courts; provided, however, that the provisions of this Paragraph 19 shall not be deemed to preclude any Limited Partner from filing any such action, suit, or proceeding in any other appropriate forum. The Guarantor expressly agrees that the right to remove any suit, action or other legal proceedings arising out of this Guaranty or any of the transactions contemplated hereby to federal court has not been waived. The Guarantor hereby agrees that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Guarantor by registered or certified mail to or by personal service at the last known address of the Guarantor, whether such address be within or without the jurisdiction of any such court.

20. Effect of Certain Events. Guarantor further covenants that this Guaranty shall remain and continue in full force and effect as to and notwithstanding any amendment of the Agreement, or transfer of the Interest of any Partner thereunder, or withdrawal or removal of any Partner thereunder, and that indulgences or forbearance may be granted under the Agreement, with or without notice to or further consent of Guarantor.

In conjunction with any sale, transfer or assignment by the ILP of all or any part of its Interest in accordance with the provisions of the Agreement, the ILP is hereby authorized to obtain updated UCC, judgment and tax lien searches and updated financial statements with respect to the Guarantor and the Guarantor represents and agrees that it will take all actions reasonably necessary (or requested by the ILP) to cooperate with the ILP and facilitate the ILP's disposition of its Interest. In addition, in conjunction with any such sale, transfer or assignment, the ILP is hereby authorized, and the Guarantor hereby consents to the disclosure and/or release of the Guarantor's financial statements and any other information relating to the Guarantor which is relevant to such sale, transfer or assignment.

21. Anti-Money Laundering/International Trade Law Compliance.

(1) The Guarantor hereby represents, warrants and covenants to the Limited Partner that the following are presently true and will be true throughout the term of this Agreement (provided any capitalized terms in this Section 21 not defined in Article II of this Agreement shall be as defined in clause (2) below):

(i) No Covered Entity is a Sanctioned Person. No Covered Entity, either in its own right or through any third party, (a) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (b) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; or (c) engages in any dealings or transactions prohibited by any laws of the United States, including but not limited to any Anti-Terrorism Law; and

(ii) No Covered Entity will become a Sanctioned Person. No Covered Entity, either in its own right or through any third party, will (a) have any of its assets in a Sanctioned Jurisdiction or in possession, custody or control of a Sanctioned Person; (b) do business with, or derive any of its income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person in violation of any Anti-Terrorism Law; (c) engage in any dealings or transactions prohibited by any Anti-Terrorism Law; or (d) use the

Permitted Loans to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law. Any amounts advanced by the Guarantor pursuant to this Guaranty will not be funded from proceeds derived from any unlawful activity.

(iii) No Collateral is or will become Embargoed Property. Each Covered Entity shall comply with all Anti-Terrorism Laws. The Guarantor covenants and agrees that it shall immediately notify the SM in writing upon the occurrence of a Reportable Compliance Event. In addition, if any time, the Collateral becomes Embargoed Property, the Limited Partner shall have the rights and remedies available to Limited Partner under this Agreement, including but not limited to those rights and remedies set forth in Section 7.7(a)(6) of this Agreement.

(2) Defined Terms.

(i) “Anti-Terrorism Law” shall mean any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulations, order, or directive promulgated, issued or enforced pursuant to such laws, all as amended, supplemented or replaced from time to time.

(ii) “Collateral” means any real property owned by, or contributed by the Managing Member, to the Company or any collateral securing any debt, liabilities or other obligations of the Partnership, including but not limited to Permitted Loans.

(iii) “Compliance Authority” means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission.

(iv) “Covered Entity” shall mean (a) the Guarantor and any of its subsidiaries and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

(v) “Embargoed Property” means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by the Company, the Limited Partner or one or more of its members of any applicable Anti-Terrorism Law if one or more of the same were to own or obtain an interest in such property or provide services in consideration of such property.

(vi) “Reportable Compliance Event” shall mean (1) any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained, or receives an inquiry from regulatory or law enforcement officials in connection with, any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self discovers facts or circumstances implicating that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law, (2) any Covered Entity engages in a transaction that has caused or may cause the Limited Partner or one or more of its owners to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of monies of the Partnership to fund any operations in, finance any investments or activities in, or, make any payment to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Collateral becomes Embargoed Property.

(vii) “Sanctioned Jurisdiction” shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law.

(viii) “Sanctioned Person” shall mean any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

It shall be an Event of Default under the Agreement and a default of this Guaranty if any representation or warranty contained in Section 21 of this Guaranty is or becomes false or misleading at any time.

22. Security Interest. In order to ensure the timely payment and performance by the Guarantor of the Guaranteed Obligations, each Guarantor hereby grants to the Partnership and the Limited Partners a security interest in all of their respective right, title and interest in the Partnership, including any and all fees, distributions, and payments due or paid to the Guarantor or any of their Affiliates by the Partnership as fees, returns of capital, distributions, repayments of loans or advances or for any other purpose, together with any and all tax benefits and other property rights and distributions, and all of the proceeds and products thereof, all in order to secure the Guarantor’s obligations hereunder. Each Guarantor acknowledges and agrees that any amounts owed by the Partnership to a Guarantor is subject to offset and reduction in the event of the Guarantor’s failure to satisfy any Guaranteed Obligation. Further, the termination of the Development Agreement or removal of the General Partner for cause under the terms of the Agreement shall result in the termination of any payment or distribution obligation of the Partnership owing to any Guarantor regardless of whether such fee was fully earned prior to the effective date of the termination of the Development Agreement or removal of the General Partner.

23. Counterparts. This Guaranty may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatories to the original or the same counterpart. Any counterpart which has attached to it separate signature pages, which altogether contain the signatures of all parties whose signature thereon are required, shall for all purposes be deemed a fully executed instrument. Delivery of a manually executed counterpart to this Guaranty or delivery of a copy of such manually executed counterpart by email or facsimile transmission shall each constitute effective delivery of such counterpart. Any party delivering a copy of such manually executed counterpart of this Guaranty by email or facsimile transmission shall promptly thereafter deliver the manually executed counterpart, provided that any failure to do so shall not affect the validity of the copy of the manually executed counterpart delivered by email or facsimile transmission.

24. Public Housing Assets. The Partnership and Limited Partners by acceptance of this Guaranty acknowledge and agree that the Housing Authority of City of Fresno, California has no authority to pledge or encumber any assets (collectively, “Public Housing Assets”) that constitute a public housing project, any operating receipts of Guarantor (as such term “operating receipts” is defined in an Annual Contributions Contract (“ACC”) entered into between such Guarantor and the U.S. Department of Housing and Urban Development) or any public housing operating reserve reflected in the Guarantor’s annual operating budget and required under the ACC. Accordingly, the Partnership and Limited Partners acknowledge and agree that notwithstanding anything to the contrary contained herein, it has no legal right of recourse under this Guaranty against any assets of such Guarantor that constitute Public Housing Assets. The Housing Authority of the City of Fresno, California acknowledges and represents that the representations and warranties contained in Section 12 of this Guaranty with respect to it having sufficient net worth and liquid assets that are not derived from or comprised of Public Housing Assets is a material inducement to the Limited Partners entering into the transactions contemplated herein and the Agreement and but for such representation and warranty the Partnership and the Limited Partners would not enter into the Agreement which will result in a material benefit to such Guarantor.

25. Additional Terms and Provisions. Certain additional and supplemental terms and provisions of this Guaranty are set forth in this paragraph. The terms and provisions of this paragraph control and supersede any conflicting terms and provisions contained in this Guaranty.

(a) Guarantor hereby waives its right, under Sections 2845 or 2850 of the California Civil Code, or otherwise, to require the Partnership and Limited Partners to institute suit against, or to exhaust any rights and remedies which the Partnership and Limited Partners has or may have against General Partner or any third party, or against any collateral for the Guaranteed Obligations. In this regard, Guarantor agrees that it is bound to the

payment and performance of all Guaranteed Obligations, whether now existing or hereafter accruing as fully as if such obligations were directly owing to the Partnership and Limited Partners. Guarantor further waives any defense arising by reason of any disability or other defense (other than the defense that the obligations shall have been fully and finally performed and indefeasibly paid) of General Partner or by reason of the cessation from any cause whatsoever of the liability of General Partner in respect thereof.

(b) Guarantor hereby waives any defense Guarantor has to performance hereunder, and any right Guarantor has to be exonerated, provided by Sections 2819, 2822, or 2825 of the California Civil Code, or otherwise, arising by reason of: any claim or defense based upon an election of remedies by Partnership or Limited Partner; the impairment or suspension of Lender's rights or remedies against Borrower; the alteration by Lender of the Obligations; any discharge of General Partner's obligations to Partnership or Limited Partner by operation of law as a result of Partnership or Limited Partner's intervention or omission; or the acceptance by Partnership or Limited Partner of anything in partial satisfaction of the Guaranteed Obligations.

(c) Guarantor waives all rights and defenses arising out of an election of remedies by Partnership or Limited Partner, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure (the "CCP") or otherwise. Guarantor acknowledges and agrees that, as a result of the foregoing sentence. Guarantor is knowingly waiving in advance a complete or partial defense to this Guaranty arising under CCP Sections 580d or 580a and based upon Partnership or Limited Partner's election to conduct a private non-judicial foreclosure sale, even though such election would destroy, diminish, or affect Guarantor's rights of subrogation against General Partner or any other party and Guarantor's rights to pursue Borrower or such other party for reimbursement contribution, indemnity, or otherwise.

(d) WITHOUT LIMITING THE GENERALITY OF ANY OTHER WAIVER OR OTHER PROVISION SET FORTH IN THIS GUARANTY, GUARANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT ANY AND ALL BENEFITS OR DEFENSES ARISING DIRECTLY OR INDIRECTLY UNDER ANY ONE OR MORE OF CALIFORNIA CIVIL CODE SECTIONS 2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2825, 2839, 2845, 2848, 2849, 2850, 2899 and 3433, CCP SECTIONS 580a, 580b, 580c, 580d, AND 726, AND CHAPTER 2 OF TITLE 14 OF THE CALIFORNIA CIVIL CODE.

(e) Guarantor waives all rights and defenses that Guarantor may have because the General Partner's debt is secured by real property. This means, among other things, (1) Partnership or Limited Partner may collect from the Guarantor without first foreclosing on any real or personal property collateral pledged by the General Partner; (2) if Partnership or Limited Partner forecloses on any real property collateral pledged by the General Partner: (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (B) Partnership or Limited Partner may collect from the Guarantor, even if Partnership or Limited Partner, by foreclosing on the real property collateral, has destroyed any right the Guarantor may have to collect from the General Partner. This is an unconditional and irrevocable waiver of any rights and defenses the Guarantor may have because the General Partner's debt is secured by real property.

(f) Guarantor waives all Guarantor's rights and defenses arising out of an election of remedies by Partnership or Limited Partner, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise.

26. **WAIVER OF TRIAL BY JURY.** THE GUARANTOR, THE PARTNERSHIP, AND THE LIMITED PARTNERS EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS GUARANTY OR THE AGREEMENT OR RELATING THERETO OR ARISING FROM THE TRANSACTION WHICH IS THE SUBJECT OF THIS GUARANTY AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Page Follows]

This Guaranty has been executed and delivered effective as of the date first written above.

**HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA**, a public body corporate and politic
of the State of California

By: _____
Tyrone Roderick Williams, Chief Executive Officer

Guaranty and Suretyship Agreement

(Payment and Completion)



THIS GUARANTY AND SURETYSHIP AGREEMENT (PAYMENT AND COMPLETION) (this “**Guaranty**”) is made and entered into as of July 6, 2023, by the **HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA**, a public body corporate and politic of the State of California (jointly and severally, individually and collectively, “**Guarantor**”), in consideration of the extension of credit by **PNC BANK, NATIONAL ASSOCIATION**, a national banking association (“**Lender**”), with an address at 101 South Fifth Street, 7th Floor, Mailstop K1-K201-07-4, Louisville, Kentucky 40202, to **FRESNO STEP UP AT 99, LP**, a California limited partnership (“**Borrower**”), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Construction Loan and Security Agreement dated as of the date hereof between Lender and Borrower (as may be amended, renewed or replaced from time to time, the “**Loan Agreement**”).

1. Guaranty of Guaranteed Obligations. Guarantor hereby unconditionally guarantees, as a primary obligor, and becomes surety for, the following (collectively, the “**Guaranteed Obligations**”): the prompt payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties owing by Borrower to Lender or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of Lender’s non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of Lender (including reasonable attorneys’ fees and expenses) incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including all Obligations and all costs and expenses associated with the completion of the Improvements, as more fully set forth herein. If Borrower defaults under any Obligations, Guarantor will pay the amount due to Lender.

2. Completion Obligations. In addition to the matters set forth above, Guarantor, as part of the Guaranteed Obligations defined above, hereby:

(a) unconditionally guarantees to Lender that the construction of the Improvements will be fully completed in substantial accordance with the Plans, free and clear of all claims and liens (including mechanics’ liens) against the Property and the Improvements and agrees that Guarantor will make available any and all funds necessary to pay for the completion of construction of the Improvements as set forth above and will indemnify

Lender and defend and hold Lender harmless against the claims of any unpaid contractors, sub-contractors, laborers, suppliers and any other similarly situated parties; and

(b) guarantees and becomes surety for the substantial completion of construction of the Improvements to the satisfaction of Lender on or before the Completion Date, as such date may be mutually extended by Borrower and Lender, and if construction is not so completed free of all liens and claims on or before that date, Guarantor will pay to Lender on demand all amounts which Lender shall have theretofore advanced and which remain unpaid under the Note and the Loan Agreement or otherwise in connection with the Guaranteed Obligations.

3. Nature of Guaranty; Waivers. This is a guaranty of payment and not of collection and Lender shall not be required or obligated, as a condition of Guarantor's liability, to make any demand upon or to pursue any of its rights against Borrower, or to pursue any rights which may be available to it with respect to any other person who may be liable for the payment of the Guaranteed Obligations.

This is an absolute, unconditional, irrevocable and continuing guaranty and will remain in full force and effect until all of the Guaranteed Obligations have been indefeasibly paid in full in cash, and Lender has terminated this Guaranty. This Guaranty will remain in full force and effect even if there is no principal balance outstanding under the Guaranteed Obligations at a particular time or from time to time. This Guaranty will not be affected by any surrender, exchange, acceptance, compromise or release by Lender of any other party, or any other guaranty or any security held by it for any of the Guaranteed Obligations, by any failure of Lender to take any steps to perfect or maintain its lien or security interest in or to preserve its rights to any security or other collateral for any of the Guaranteed Obligations or any guaranty, or by any irregularity, unenforceability or invalidity of any of the Guaranteed Obligations or any part thereof or any security or other guaranty thereof. The Guaranteed Obligations shall not be affected, modified or impaired by any counterclaim, set-off, recoupment, deduction or defense based upon any claim Guarantor may have (directly or indirectly) against Borrower or Lender, except payment in full in cash and performance of the Guaranteed Obligations.

Notice of acceptance of this Guaranty, notice of extensions of credit to Borrower from time to time, notice of default, diligence, presentment, notice of dishonor, protest, demand for payment, and any defense based upon Lender's failure to comply with the notice requirements under Sections 9-611 and 9-612 of the Uniform Commercial Code as in effect from time to time are hereby waived. Guarantor waives all defenses based on suretyship or impairment of collateral.

Lender at any time and from time to time, without notice to or the consent of Guarantor, and without impairing or releasing, discharging or modifying Guarantor's liabilities hereunder, may (a) change the manner, place, time or terms of payment or performance of or interest rates on, or other terms relating to, any of the Guaranteed Obligations; (b) renew, substitute, modify, amend or alter, or grant consents or waivers relating to any of the Guaranteed Obligations, any other guaranties, or any security for any Guaranteed Obligations or guaranties; (c) apply any and all payments by whomever paid or however realized including any proceeds of any collateral, to any Guaranteed Obligations in such order, manner and amount as Lender may determine in its discretion; (d) settle with, compromise with, deal with or receive payments with respect to any Guaranteed Obligations from any other person, including Borrower, Guarantor, any owner, member, partner or principal of Borrower or Guarantor, or any other obligor with respect to the Guaranteed Obligations in such manner as Lender deems appropriate in its discretion; (e) substitute, exchange or release any security or guaranty; or (f) take such actions and exercise such remedies hereunder as provided herein.

4. Repayments or Recovery from Lender. If any demand is made at any time upon Lender for the repayment or recovery of any amount received by it in payment or on account of any of the Guaranteed Obligations and if Lender repays all or any part of such amount by reason of any judgment, decree or order of any court or

administrative body or by reason of any settlement or compromise of any such demand, Guarantor will be and remain liable hereunder for the amount so repaid or recovered to the same extent as if such amount had never been received originally by Lender. The provisions of this Section will be and remain effective notwithstanding any contrary action which may have been taken by Guarantor in reliance upon such payment, and any such contrary action so taken will be without prejudice to Lender's rights hereunder and will be deemed to have been conditioned upon such payment having become final and irrevocable.

5. Financial Statements. Unless compliance is waived in writing by Lender or until all of the Guaranteed Obligations have been paid in full in cash, Guarantor will promptly submit to Lender such information relating to Guarantor's affairs (including annual financial statements and tax returns for Guarantor) or any security for the Guaranty as Lender may reasonably request.

In the event that any such information submitted to Lender has been prepared by an outside accountant, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by Lender in connection with Lender's determination to grant or continue credit.

6. Enforceability of Guaranteed Obligations. No modification, limitation or discharge of the Guaranteed Obligations arising out of or by virtue of any bankruptcy, reorganization or similar proceeding for relief of debtors under federal or state law will affect, modify, limit or discharge Guarantor's liability in any manner whatsoever and this Guaranty will remain and continue in full force and effect and will be enforceable against Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted. Guarantor waives all rights and benefits which might accrue to it by reason of any such proceeding and will be liable to the full extent hereunder, irrespective of any modification, limitation or discharge of the liability of Borrower that may result from any such proceeding.

Guarantor expressly waives the effect of any statute of limitations or other limitations on any actions under this Guaranty.

7. Events of Default. Any of the following shall be deemed an "Event of Default" hereunder: (i) an Event of Default (as defined in the Loan Agreement) occurs; (ii) Guarantor's failure to perform any of its obligations hereunder; (iii) any representation or warranty herein shall prove false or misleading in any material respect; (iv) any representation or warranty in Section 19 is or becomes false or misleading at any time or any breach of the covenants in Section 19; or (v) the termination or attempted termination of this Guaranty. Upon an Event of Default, (a) Guarantor shall pay to Lender the amount of the Guaranteed Obligations; or (b) on demand of Lender, Guarantor shall immediately deposit with Lender, in U.S. dollars, all amounts due or to become due under the Guaranteed Obligations, and Lender may at any time use such funds to repay the Guaranteed Obligations; or (c) Lender in its discretion may exercise with respect to any Collateral any one or more of the rights and remedies provided a secured party under the applicable version of the Uniform Commercial Code; or (d) Lender in its discretion may exercise from time to time any other rights and remedies available to it at law, in equity or otherwise.

8. Right of Setoff. In addition to all liens upon and rights of setoff against Guarantor's money, securities or other property given to Lender by law, Lender shall have, with respect to the Guaranteed Obligations and to the extent permitted by law, a contractual possessory security interest in and a contractual right of setoff against, and Guarantor hereby grants Lender a security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Lender all of Guarantor's right, title and interest in and to, all of Guarantor's deposits, moneys, securities and other property now or hereafter in the possession of or on deposit with, or in transit to, Lender or any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., whether held in a general or special account or deposit, whether held jointly with someone else, or whether held for safekeeping or otherwise, excluding,

however, all IRA, Keogh, and trust accounts. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. Every such right of setoff shall be deemed to have been exercised immediately upon an Event of Default without any action of Lender, although Lender may enter such setoff on its books and records at a later time.

9. **Collateral.** This Guaranty is secured by the property described in any Loan Documents which Guarantor executes and delivers to Lender and by such other collateral as previously may have been or may in the future be granted to Lender to secure any Guaranteed Obligations.

10. **Costs.** To the extent that Lender incurs any costs or expenses in protecting or enforcing its rights under the Guaranteed Obligations or this Guaranty, including reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the Guaranteed Obligations and will bear interest after the incurring or payment thereof at the Default Rate (as defined in the Construction Note).

11. **Postponement of Subrogation.** Until the Guaranteed Obligations are indefeasibly paid in full in cash, expire, are terminated and are not subject to any right of revocation or rescission, Guarantor postpones and subordinates in favor of Lender or its designee (and any assignee or potential assignee) any and all rights which Guarantor may have to (a) assert any claim whatsoever against Borrower based on subrogation, exoneration, reimbursement, or indemnity or any right of recourse to security for the Guaranteed Obligations with respect to payments made hereunder, and (b) any realization on any property of Borrower, including participation in any marshalling of Borrower's assets.

12. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("**Notices**") must be in writing and will be effective upon receipt. Notices may be given in any manner to which Lender and Guarantor may separately agree, including electronic mail. Without limiting the foregoing, first-class mail and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to the address for Lender as set forth above and Guarantor to the addresses set forth below Guarantor's signature or to such other address as either may give to the other for such purpose in accordance with this Section.

13. **Preservation of Rights.** No delay or omission on Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will Lender's action or inaction impair any such right or power. Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which Lender may have under other agreements, at law or in equity. Lender may proceed in any order against Borrower, Guarantor or any other obligor of, or any collateral securing, the Guaranteed Obligations.

14. **Illegality.** If any provision contained in this Guaranty should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Guaranty.

15. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by Guarantor from, any provision of this Guaranty will be effective unless made in a writing signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Guarantor will entitle Guarantor to any other or further notice or demand in the same, similar or other circumstance. Notwithstanding the foregoing, Lender may modify this Guaranty or any of the other Loan Documents for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that Lender shall send a copy of any such modification to Guarantor (which notice may be given by electronic mail).

16. **Entire Agreement.** This Guaranty (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Guarantor and Lender with respect to the subject matter hereof; provided, however, that this Guaranty is in addition to, and not in substitution for, any other guarantees from Guarantor to Lender.

17. **Successors and Assigns.** This Guaranty will be binding upon and inure to the benefit of Guarantor and Lender and their respective heirs, executors, administrators, successors and assigns; provided, however, that Guarantor may not assign this Guaranty in whole or in part without Lender's prior written consent and Lender at any time may assign this Guaranty in whole or in part.

18. **Interpretation.** In this Guaranty, unless Lender and Guarantor otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections or exhibits are to those of this Guaranty; references to articles, sections (or subsections of sections) or exhibits are to those of this Guaranty unless otherwise indicated; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Guaranty. Section headings in this Guaranty are included for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose. Unless otherwise specified in this Guaranty, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Guaranty is executed by more than one party as Guarantor, the obligations of such persons or entities will be joint and several. Time is of the essence in the performance of this Guaranty. An Event of Default shall continue unless expressly waived in writing by Lender. Lender and Guarantor acknowledge and agree that this Guaranty is not to be interpreted "for" or "against" any party as drafter of such Guaranty given that this Guaranty has been reviewed and negotiated by sophisticated business persons represented by competent counsel.

19. **Anti-Money Laundering/International Trade Law Compliance.** Guarantor represents, warrants and covenants to Lender, as of the date of this Guaranty, the date of each disbursement of loan proceeds, the date of any renewal, extension or modification of any loan, and at all times any Obligations exist that: (a) no Guarantor (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of any loan will not be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Jurisdiction or Sanctioned Person; (c) the funds used to repay the loan proceeds are not derived from any unlawful activity; (d) each Guarantor is in compliance with, and no Guarantor engages in any dealings or transactions prohibited by, any laws of the United States including any Anti-Terrorism Laws; and (e) no Collateral is or will become Embargoed Property. Guarantor covenants and agrees that (A) it shall immediately notify Lender in writing upon the occurrence of a Reportable Compliance Event; and (B) if, at any time, any Collateral becomes Embargoed Property, in addition to all other rights and remedies available to Lender, upon request by Lender, Guarantor shall provide substitute Collateral acceptable to Lender that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Collateral**" means any collateral securing any debt, liabilities or other obligations of any Obligor to Lender; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State

Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; “**Covered Entity**” means Borrower, its affiliates and subsidiaries, all guarantors, pledgors of Collateral, all owners of the foregoing, and all brokers or other agents of Borrower acting in any capacity in connection with the Obligations; “**Embargoed Property**” means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lender of any applicable Anti-Terrorism Law if Lender were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; “**Obligor**” means Guarantor, Borrower, any other guarantor of, or any pledgor, mortgagor or other person or entity providing collateral support for, the Obligations; “**Reportable Compliance Event**” means (a) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (b) any Covered Entity engages in a transaction that has caused or may cause Lender to be in violation of any Anti-Terrorism Laws, including a Covered Entity’s use of any proceeds of the Facility to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (c) any Collateral becomes Embargoed Property; “**Sanctioned Jurisdiction**” means a country subject to a sanctions program maintained by any Compliance Authority; and “**Sanctioned Person**” means any individual person, a group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

20. Indemnity. Guarantor agrees to indemnify each of Lender, each legal entity, if any, who controls, is controlled by or is under common control with Lender and each of their respective directors, officers and employees (each, an “**Indemnified Party**”), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of Guarantor), in connection with or arising out of or relating to the matters referred to in this Guaranty, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by Guarantor, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party’s gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Guaranty and assignment of any rights hereunder. Guarantor may participate at its expense in the defense of any such claim.

21. Equal Credit Opportunity Act. If Guarantor is not an applicant for credit under Section 202.2(e) of the Equal Credit Opportunity Act of 1974 (“**ECOA**”), Guarantor acknowledges that (i) this Guaranty has been executed to provide credit support for the Guaranteed Obligations, and (ii) Guarantor was not required to execute this Guaranty in violation of Section 202.7(d) of the ECOA.

22. Authorization to Obtain Credit Reports. By signing below, each Guarantor who is an individual provides written authorization to Lender or its designee (and any assignee or potential assignee) to obtain Guarantor’s personal credit profile from one or more national credit bureaus. Such authorization shall extend to

obtaining a credit profile in considering this Guaranty and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

23. Counterparts. This Guaranty may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Guaranty by email transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Guaranty by email transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by email transmission.

24. Termination. Except for Guarantor's obligations under Section 4, Section 11 and Section 20 which obligations shall survive until indefeasible payment in full in cash of the Guaranteed Obligations, this Guaranty shall terminate and be of no further force or effect from and after the date Lender provides to Borrower written confirmation that the Conversion Date has occurred.

25. Governing Law and Jurisdiction. **THIS GUARANTY WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF LENDER AND GUARANTOR DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CONFLICT OF LAWS RULES.** Guarantor hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in California; provided that nothing contained in this Guaranty will prevent Lender from bringing any action, enforcing any award or judgment or exercising any rights against Guarantor individually, against any security or against any property of Guarantor within any other county, state or other foreign or domestic jurisdiction. Guarantor acknowledges and agrees that the venue provided above is the most convenient forum for both Lender and Guarantor. Guarantor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Guaranty.

26. WAIVER OF JURY TRIAL. **GUARANTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT GUARANTOR MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS GUARANTY, ANY LOAN DOCUMENTS EXECUTED IN CONNECTION WITH THIS GUARANTY OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. GUARANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S MAKING OF THE LOAN. GUARANTOR ACKNOWLEDGES AND AGREES THAT THE GUARANTEED OBLIGATIONS EVIDENCED OR SECURED BY THIS GUARANTY ARE EXEMPTED TRANSACTIONS UNDER THE TRUTH IN LENDING ACT, 15 U.S.C. SECTION 1601, ET SEQ.**

27. Net Worth and Liquidity. Guarantor, considered collectively, has and shall maintain at all times an aggregate unrestricted net worth, exclusive of General Partner's interest in Borrower or any sums owed to Guarantor by Borrower, of at least \$5,000,000, of which at least \$1,000,000 in the aggregate shall be unrestricted liquid assets, including unrestricted cash and unencumbered marketable securities held solely in the name of Guarantor.

28. Sole Discretion of Lender. Wherever pursuant to this Guaranty, Lender makes any judgment or determination (including any judgment of items being satisfactory or acceptable) or exercises any right given to it to approve or disapprove any arrangement, term or condition or decides if any arrangement, term or condition is satisfactory to Lender, the judgment or determination of Lender or decision of Lender to approve or disapprove or to decide that arrangements, terms or conditions are satisfactory or not satisfactory shall be in the sole and absolute

discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

29. Public Housing Assets. The Lender by acceptance of this Guaranty acknowledge and agree that the Housing Authority of City of Fresno, California has no authority to pledge or encumber any assets (collectively, “Public Housing Assets”) that constitute a public housing project, any operating receipts of Guarantor (as such term “operating receipts” is defined in an Annual Contributions Contract (“ACC”) entered into between such Guarantor and the U.S. Department of Housing and Urban Development) or any public housing operating reserve reflected in the Guarantor’s annual operating budget and required under the ACC. Accordingly, the Lender acknowledges and agrees that notwithstanding anything to the contrary contained herein, it has no legal right of recourse under this Guaranty against any assets of such Guarantor that constitute Public Housing Assets. The Housing Authority of the City of Fresno, California acknowledges and represents that the representations and warranties contained in Section 27 of this Guaranty with respect to it having sufficient net worth and liquid assets that are not derived from or comprised of Public Housing Assets is a material inducement to Lender entering into the transactions contemplated herein and the Agreement and but for such representation and warranty the Lender would not provide the Construction Loan or Bridge Loan which will result in a material benefit to such Guarantor.

30. State Modifications to Guaranty.

(a) To the extent not addressed elsewhere by this Guaranty, Guarantor expressly waives any and all benefits, rights and/or defenses which might otherwise be available to Guarantor under the following sections of the California Civil Code: Section 2809 (the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal), Section 2810 (a surety is not liable if, for any reason other than the mere personal disability of the principal, there is no liability upon the part of the principal at the time of execution of the contract, or the liability of the principal thereafter ceases), Section 2819 (a surety is exonerated if the creditor alters the original obligation of the principal without the consent of the surety), Section 2822 (a surety’s right to have the principal designate the portion of any obligation to be satisfied by the surety in the event that the principal provides partial satisfaction of such obligation), Section 2845 (a surety is exonerated to the extent that the creditor fails to proceed against the principal, or to pursue any other remedy in the creditor’s power which the surety cannot pursue and which would lighten the surety’s burden), Section 2846 (a surety may compel the principal to perform the obligation when due), Section 2847 (if a surety satisfies the principal obligation, or any part thereof, the principal is obligated to reimburse the surety for the amounts paid by the surety), Section 2850 (whenever the property of a surety is hypothecated with property of the principal, the surety is entitled to have the property of the principal first applied to the discharge of the obligation), Section 2899 (where one has a lien upon several things, and other persons have subordinate liens upon, or interests in, some but not all of the same things, the person having the prior lien, if he can do so without risk of loss to himself, or of injustice to other persons, must resort to the property in a certain order, on the demand of any party interested) and Section 3433 (where a creditor is entitled to resort to each of several funds for the satisfaction of his claim, and another person has an interest in, or is entitled as a creditor to resort to some, but not all of them, the latter may require the former to seek satisfaction from those funds to which the latter has no such claim, so far as it can be done without impairing the right of the former to complete satisfaction, and without doing injustice to third persons).

(b) To the extent not addressed elsewhere by this Guaranty, Guarantor expressly agrees not to exercise or take advantage of any rights, benefits and/or defenses which might be available to Guarantor under the following California Civil Code Sections, unless and until the guaranteed obligations shall have been indefeasibly paid and satisfied in full: Section 2839 (performance of the principal obligation, or an offer of such performance, duly made as provided in the Civil Code, exonerates a surety), Section 2848 (a surety, upon satisfaction of the obligation of the principal, is entitled to enforce remedies which the creditor then has against the principal and to pursue his co-sureties or other third parties after the surety has satisfied the underlying debt, or at least more than his share of it),

and Section 2849 (a surety is entitled to the benefit of security held by the creditor for the performance of the principal obligation held by the creditor).

(c) Guarantor waives any defense that Guarantor may have by reason of the failure of Lender to provide Guarantor with any material facts about Borrower, including any information respecting the financial condition of Borrower, Borrower's ability to perform the Mortgage Loan obligations or the sufficiency of Lender's security.

(d) Guarantor waives any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other Person, or the failure of Lender to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons.

(e) Guarantor waives all rights of indemnification and contribution and any other rights and defenses that are or may become available to Guarantor by reason of Sections 2787 to 2855, inclusive, of the California Civil Code. Guarantor hereby waives the benefits of any right of discharge under any and all statutes or other laws relating to guarantors or sureties and any other rights of guarantors or sureties thereunder.

(f) Guarantor waives all rights and defenses Guarantor may have based upon Sections 580a, 580b, 580d or 726 of the Code of Civil Procedure.

(g) Guarantor waives all rights and defenses arising out of an election of remedies by the creditor, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal (Borrower) by the operation of Section 580d of the Code of Civil Procedure or otherwise.

(h) Any summary of statutory provisions is for convenience only, and Guarantor has read and is familiar with the entirety of such provisions.

[Remainder of page intentionally left blank; signature page follows]

Guarantor acknowledges that it has read and understood all the provisions of this Guaranty, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned have executed this Guaranty and Suretyship Agreement (Payment and Completion) as of the day and year first above written.

**HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA,**
a public body corporate and politic of
the State of California

By: 
Tyrone Roderick Williams
Chief Executive Officer

[SIGNATURE PAGE 1 OF 1 OF GUARANTY AND SURETYSHIP AGREEMENT (PAYMENT AND COMPLETION)]