Boards of Commissioners Meeting
February 27, 2018
AGENDA

O (559) 443-8400
F (559) 445-8981
1331 Fulton Mall
Fresno, California 93721
TTY (800) 735-2929
www.fresnohousing.org

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

5:30pm - February 27, 2018
1331 Fulton Mall, Fresno, CA 93721

Interested parties wishing to address the Boards of Commissioners regarding this meeting’s Agenda Items, and/or regarding topics not on the agenda but within the subject matter jurisdiction of the Boards of Commissioners, are asked to complete a “Request to Speak” card which may be obtained from the Board Secretary (Tiffany Mangum) at 5:15 p.m. You will be called to speak under Agenda Item 3, Public Comment.

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

4:00pm Workshop: Fulton Street Project Update
4:30pm Workshop: Review of History and Agency Goal Setting
5:30pm Board Meeting
1. **Call to Order and Roll Call**

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

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

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

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

6. **Commissioners’ Report**

7. **Consent Agenda**
   All Consent Agenda items are considered to be routine action items and will be enacted in one motion unless pulled by any member of the Boards of Commissions or the public. There will be no separate discussion of these items unless requested, in which event the item will be removed the Consent Agenda and considered following approval of the Consent Agenda.
   
   a. Consideration of Adoption of the Minutes of January 23, 2018 5
   b. Consideration of the Contract Renewal – Security Services 13
   c. Consideration of the Amended Information Technology Policy 19
   d. Consideration for Application Submission – Lead-Based Paint Hazard Control Program 36
   e. Consideration of HOME Tenant-Based Rental Assistance (TBRA) Contract - City of Fresno 40

8. **Informational**
   a. Resident Services Presentation – Digital Literacy 44
   b. Introduction to the Audit Process 45
   c. 2017 HAP and Leasing Activities Update 46
   d. Real Estate Development Update 50
9. Action
   a. Consideration of Omnibus Resolutions and Funding Commitments – Oak Grove Apartments (Parlier) 51
   b. Consideration of Architect Contract Award – Chinatown 103
   c. Consideration of Submission of AHP Application – Orchard Apartments (Parlier) 107
   d. Consideration of Submission of AHP Application – Highway City 111
   e. Consideration of the Amended Agreement for the Family Reunification Program – County of Fresno 116
   f. Consideration of Standard Lease Agreement – Public Housing (continued from January 23, 2018) 120

10. Executive Director’s Report 151

11. Closed Session
   a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b))
      Property: 555 W. California Ave., Fresno, CA (APN: 477-040-73)
      Agency Negotiator: Preston Prince
      Negotiating parties: Fresno Housing Authority and Frank Kozlowski, Capitol Rivers, Inc.
      Under negotiation: Price and Terms of Sale
   b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b))
      Property: 3726 N. Pleasant Avenue, Fresno, CA (APN: 433-220-39T)
      Agency Negotiator: Preston Prince
      Negotiating parties: Fresno Housing Authority and Ernest M. Reyes, Lincoln Consulting Group, LLC
      Under negotiation: Price and Terms of Sale
   c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code § 54954.5(b))
      Property: 36200 N. Giffen Drive, Huron, CA (APN: 075-091-25)
      Agency Negotiator: Preston Prince
      Negotiating parties: Fresno Housing Authority and Ernest M. Reyes, Lincoln Consulting Group, LLC
      Under negotiation: Price and Terms of Sale
   d. PUBLIC EMPLOYMENT
      Title: CEO

12. Report on Closed Session Items

13. Action
    Consideration to Approve the Compensation Agreement of the CEO/Executive Director
14. Adjournment
Minutes of the Joint Meeting

Of the Boards of Commissioners of the

HOUSING AUTHORITIES OF THE CITY AND COUNTY OF FRESNO

Tuesday, January 23, 2018

5:00 P.M.

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

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

   PRESENT:  Adrian Jones, Chair
              Caine Christensen, Vice Chair
              Rueben Scott
              Steven Bedrosian
              Karl Johnson
              Stacy Vaillancourt
              Virna Santos

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

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

   ABSENT:   Jim Petty, Chair
              Venilde Miller
              Joey Fuentes

   Also, in attendance were the following Preston Prince, CEO/Executive Director, Kenneth Price, Baker Manock and Jensen -General Counsel.
2. **APPROVAL OF AGENDA AS POSTED (OR AMENDED)**

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

   **MOTION PASSED:** 6-0

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

   **MOTION PASSED:** 4-0.

3. **PUBLIC COMMENT**

   There was no public comment.

4. **CLOSE SESSION**

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

   **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Pursuant to Government Code section 54956.9(d)(2) - 1 case

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

5. **REPORT ON CLOSED SESSION**

   There was no action to report at this time.

6. **COMMISSIONERS’ YEARS OF SERVICE ACKNOLEGEMENTS**

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

   - Commissioner Steve Bedrosian, has been serving for 6 years as the City Commissioner.
     - He is a resident of the Housing Program.
     - His background experience is in sales and debt recovery.
     - He advocates for disabled persons.
   - Commissioner Stacy Sablan, has 6 years of service as a Vice Chair and Chair of the County Board.
     - She serves the community of Firebaugh as an owner of Sablan Legal Services.
- Chair Adrian Jones with 10 years of service as City Vice Chair and Chair of the City Board.
  o She was a recipient of the Fresno Housing Authority programs.
  o She now has her Master’s Degree in Social Work.
- Chair Jim Petty with 25 years of service as Vice Chair and Chair of the County Board.
  o His experience as veteran of U.S Army and extensive career in the insurance industry.
- Commissioner Rueben Scott has 35 years of service as Vice Chair and Chair of the City Board.
  o Commissioner Scott is the Pastor and founder of Providence Baptist Church.
  o Commissioner Scott is a resident of southwest Fresno.
  o A former professor for the college/University for the local areas such as Fresno Pacific, Fresno State, and Fresno City College.
  o Commissioner Scott serves other Boards in the Community.

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

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

8. **POTENTIAL CONFLICTS OF INTEREST**
   There was no conflict of interest at this time.

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

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

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

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

10. CONSENT AGENDA

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

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

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

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

MOTION PASSED: 7-0

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

MOTION PASSED: 4-0

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

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

MOTION PASSED: 7-0
COUNTY MOTION: Commissioner Henry moved, seconded by Commissioner Castro to approve the amended Consent Agenda Item F.

MOTION PASSED: 4-0

11. INFORMATIONAL

a. Intern Presentation – Matthew Falcon

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

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

Ms. Tracewell Hanrahan presented on this topic.

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

Ms. Angie Nguyen presented on this topic.

d. Real Estate Development Update

Mr. Michael Duarte presented the Real Estate Development Update.

12. ACTION

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

Mr. Michael Duarte presented on this topic.

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

MOTION PASSED: 7-0

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

MOTION PASSED: 4-0

b. Consideration of Award of General Construction/Construction Management Contract – Chinatown and Blackstone and Simpson Projects
Mr. Michael Duarte presented on this topic.

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

**MOTION PASSED:** 7-0

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

**MOTION PASSED:** 4-0

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

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

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

**MOTION PASSED:** 7-0

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

**MOTION PASSED:** 4-0

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

Ms. Aurora Ibarra presented on this topic.

**CITY MOTION:** Commissioner Vaillancourt moved, seconded by Commissioner Johnson to approve the Submission of the Section-Eight Management Assessment Program (SEMAP) Certification.
**MOTION PASSED: 7-0**

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

Ms. Aurora Ibarra presented on this topic.

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

**MOTION PASSED: 4-0**

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

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

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

**MOTION PASSED: 7-0**

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

**MOTION PASSED: 4-0**

13. **EXECUTIVE DIRECTOR’S REPORT**

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

- Mr. Prince announced that on Thursday, March 1st the Board Dinner is scheduled; more details will be shared as we near the event.

- Mr. Prince shared that the Point in Time will be from January 23-25, 2018. He thanked the Commissioners who signed up to volunteer.

- As of January 1, 2018, the Boards are required to complete their Form 700s electronically. On February 14, 2018, the Executive Office will be hosting a 30-minute training session to review the Form 700.
• On February 13, 2018 there will be a visit by the Regional Administrator from HUD. The trip will include a tour of southwest Fresno, and meeting with City Leaders.

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

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

14. CLOSE SESSION

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

PUBLIC EMPLOYMENT
Title: CEO

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

15. REPORT ON CLOSED SESSION

There was no action to report at this time.

16. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 8:46 p.m.

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

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

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

Background
In July 2015, the Agency published an RFP to solicit proposals from qualified security services firms to provide guard(s) on a recurring schedule at several Agency properties including the Renaissance developments, Emergency Housing, Parlier Migrant Center, and the Central Office. In response, the Agency received proposals from five companies. The RFP methodology considers both price and technical factors when evaluating a proposal. In the case of this RFP, consideration was given to cost, capability to maintain level of service, and successful past performance. Based on this assessment, the selection committee consisting of staff from Assisted Housing, Property Management, and Finance recommended award to CIS Security.
The Boards of Commissioners originally approved the contract with CIS Security on January 26, 2016. The first extension was approved on January 23, 2017. If approved, this would be the second extension covering the period of March 7, 2018 through March 6, 2019. Following this extension, the contract would be renewable for two additional one-year terms at the discretion of the Boards, and pursuant to HUD procurement guidelines.
RESOLUTION NO.___
BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno, hereby approve the one-year contract extension for
unarmed security guard services with CIS Security and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
RESOLUTION NO.____
BEFORE THE BOARDS OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Boards of Commissioners of the Housing Authority of the County of Fresno, hereby approve the one-year contract extension for
unarmed security guard services with CIS Security and authorize Preston Prince, Executive Director/CEO or his designee, to execute all documents in connection therewith.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
Executive Summary

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

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

– Frequency of password change, complexity, and additional requirements, which will now comply with industry best practices as laid out by the NIST SP 800-63 Electronic Digital Authentication Guidelines.

– Passwords will be changed when it is determined that the password has been compromised, upon special request by the user, or when a high-level user leaves the Agency. It is the responsibility of the user to report any suspicious activity that could mean that their password has been compromised.

– The use of password management software is only permitted with prior approval from Agency management.

– Employees are not authorized to change any security device settings or configuration without authority from the IT department, as they may affect the security of the device, or stop it from functioning with the supplied service.
Browsing pornographic, illegal, improper or unauthorized sites that are beyond the scope of an employee’s job definition is prohibited and may subject an employee to disciplinary action, up to and including termination.

**Fiscal Impact**
There is no fiscal impact.

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

**Background Information**
The Fresno Housing Authority (“the Agency”) provides Information Technology (“IT”) resources to all Agency employees. Agency staff is responsible for using such IT resources in an effective, efficient, and ethical manner. While IT tools are important assets to the Agency when used appropriately, misuse of these resources can put both employees and the Agency at risk. Therefore, it is prudent that the Agency provide a comprehensive Information Technology Policy that provides guidance to staff and other users of Agency IT resources. This policy, along with other Agency policies, are reviewed and analyzed periodically to ensure the policy aligns with legal requirements, as well as industry best practices and Agency standards.
RESOLUTION NO._______

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

RESOLUTION APPROVING THE IT POLICY

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Preston Prince, Secretary of the Boards of Commissioners
RESOLUTION NO.________

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

RESOLUTION APPROVING THE IT POLICY

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
Information Technology Policy

Introduction

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

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

Covered Entities

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

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

Purpose

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

Definitions

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

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

Information Technology Policy. Issued 8/2016
Confidential Information - The following are some examples of information which may be considered confidential under federal and state law (this list is by no means inclusive): information from an employee personnel or medical file or subject to the attorney-client privilege (resident, vendor) file.

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

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

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

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

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

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

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

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

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

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

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

Mobile Device – Tablet computer or smart phone.

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

Credentials – User name and password
Downloading – To copy (data) from one computer system to another, typically over the Internet.

**Abbreviations**

IT – Information Technology tools/systems/resources
IT Staff – Fresno Housing Information Systems and Technology department staff
PII – Personal Identifiable Information

**Ownership of Systems and Data**

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

**Privacy**

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

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

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

**Confidentiality**

All technology systems and users within The Agency must assure the highest degree of confidentiality with respect to information stored in databases utilized by the system. There shall be no exchange or
divulgence of participant information to unauthorized individuals or partner entities unless such is specifically required by law. In all cases, information regarding or residing in the IT system will only be available to others on a pre-authorized basis. Employees must exercise a much greater degree of caution in transmitting confidential information by e-mail and/or internet/intranet, because of the reduced effort that is required to redistribute such information. Confidential information must never be transmitted to anyone who is not authorized to know or receive such information.

Security Monitoring

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

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

The purpose of security monitoring is to ensure that IT security controls are in place, are effective, and are not being bypassed. One of the benefits of security monitoring is the early identification of wrongdoing or new security vulnerabilities. Security monitoring is ongoing for trend analysis. Investigating employee access to Agency IT resources (i.e., e-mail, instant messaging, Internet or employee generated data files, network shares) must be approved by the immediate supervisor or department director. If evidence of abuse is identified, notice must be provided to Agency management.

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

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

Customer Service Monitoring

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

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

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

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

Agency Issued Devices

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

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

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

Thoughtful Usage

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

Information Technology Policy. Issued 8/2016
Browsing to pornographic, illegal or unprofessional sites that are beyond the scope of your job definition is prohibited and may subject you to disciplinary action up to and including termination.

Software Standards

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

Pirated and Illegal Software

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

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

Hardware Standards

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

Storage Devices

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

Security Access Devices

Some buildings, systems, and networks employ a physical security device for access, e.g., ID badges.
It is essential to report the loss or theft of such devices immediately to HR Staff.

E-Mail and Instant Messaging

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

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

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

Message Storage and Disposition

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

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

Instant Message Use

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

Transmission of Confidential Information

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

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

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

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

**Spamming**

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

Unauthorized Connection of Personal Devices to Agency Network

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

Unauthorized Downloads

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

Unauthorized IT Equipment Removal

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

Streaming Media

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

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

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

Passwords

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

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

Password Use and Protection

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

Frequency of Changing Password

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

Remembering Password Feature

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

Storing/Protecting Passwords

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

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

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

Computer Room

Access to the Computer Room shall be limited to:

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

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

Mobile Devices

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

Information Technology Policy. Issued 8/2016
cell phones. Accordingly, employees must not use cell phones while driving if law, regulation or other ordinance prohibits it.

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

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

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

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

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

Bluetooth Enabled Device Rules:

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

Responsibility

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

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


Appendix A
Acknowledgement of Receipt and Understanding of Policy

Information Technology Policy

I, __________________________ the undersigned, under penalty of perjury declare the following:

(Print Name)

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

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

________________________  __________________________
Employee Signature        Date
Executive Summary

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

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

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

<table>
<thead>
<tr>
<th>LIPH Property</th>
<th>City</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laton Apartments</td>
<td>Laton, CA</td>
<td>20</td>
</tr>
<tr>
<td>Sequoia Courts Terrace</td>
<td>Fresno, CA</td>
<td>76</td>
</tr>
<tr>
<td>Mendoza Terrace II</td>
<td>Firebaugh, CA</td>
<td>40</td>
</tr>
<tr>
<td>San Joaquin Apartments</td>
<td>San Joaquin, CA</td>
<td>20</td>
</tr>
</tbody>
</table>

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

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

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

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

**Fiscal Impact**

The grant does not have a match requirement. The only anticipated fiscal impact will be staff time.
RESOLUTION NO.________

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
RESOLUTION NO._______

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Preston Prince, Secretary of the Boards of Commissioners
Executive Summary

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

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

Recommendation

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

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

**Background**

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

With this TBRA contract, FH is expected to assist approximately forty (40) individuals/families with rental assistance; particularly those who are deemed moderately vulnerable by the community assessment tool – Vulnerability Index Services Prioritization Decision Assistance Tool (VI-SPDAT). This program is important because it provides gap funding for housing as the community focuses other resources on the most vulnerable homeless population.
RESOLUTION NO._______

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITIES OF THE CITY OF FRESNO

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________________

Preston Prince, Secretary of the Boards of Commissioners
RESOLUTION NO._______

BEFORE THE BOARDS OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

________________________________________

Preston Prince, Secretary of the Boards of Commissioners
Executive Summary

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

Staff will be presenting an overview of the 2017 annual financial audit and Single Audit process. The Agency currently has a contract with Davis Farr LLP to provide services for the annual Basic Financial Statement audits of the Housing Authority of the City of Fresno and the Housing Authority of Fresno County, which includes all Agency instrumentalities, for year ending December 31, 2017. Staff will be reviewing the responsibilities of the auditors and staff, the proposed timeline, the audit procedures, and the estimated date of completion.
Executive Summary
Staff will present an update to the Boards of Commissioners on 2017 Housing Assistance Payments and Voucher Utilization.

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

PHAs have two main funding sources to support voucher leasing:

1. Annual HAP renewal budget authority; and

2. Available funding in the PHA’s net restricted assets (NRA) account at the beginning of the year, which will eventually be converted to a program reserve balance (HUD-held reserves).

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

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

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

Leasing Strategies

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

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

Recommendation

This is informational only. No action is necessary.
### City HAP Analysis

#### Year: 2017

<table>
<thead>
<tr>
<th>Enter Data into Green fields</th>
<th>JAN</th>
<th>FEB</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

**HAP**

- **HAP Budget Authority (97%)**
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $3,457,264
  - $41,487,170

- **HAP Revenue**
  - $3,726,652
  - $3,449,952
  - $3,731,785
  - $3,731,785
  - $3,731,785
  - $3,731,785
  - $3,754,053
  - $3,748,771
  - $3,748,771
  - $3,748,771
  - $3,748,771
  - $44,601,652

- **HAP Expenses**
  - $3,626,303
  - $3,709,838
  - $3,676,829
  - $3,599,902
  - $3,600,737
  - $3,590,181
  - $3,570,631
  - $3,459,455
  - $3,387,958
  - $3,390,032
  - $3,358,488
  - $42,550,741

- **Net HAP (Variance)**
  - $169,039
  - $252,574
  - $219,565
  - $142,638
  - $143,473
  - $132,917
  - $113,367
  - $2,191
  - $69,306
  - $67,232
  - $98,776
  - $1,063,571

- **Percent Variance (of BA)**
  - 104.89%
  - 107.31%
  - 106.35%
  - 104.13%
  - 104.15%
  - 103.84%
  - 103.28%
  - 100.06%
  - 98.00%
  - 98.06%
  - 97.14%
  - 103.56%

- **PHA-Held Reserve Balance**
  - $36,468
  - $174,632
  - $316,236
  - $487,394
  - $776,710
  - $1,172,432
  - $1,503,587
  - $1,510,756
  - $1,576,673

- **HUD-Held Reserve Balance**
  - $4,747,741
  - $4,256,075
  - $3,764,410
  - $3,272,744
  - $2,781,079
  - $2,918,577
  - $3,061,357
  - $3,204,136
  - $2,912,628

- **Total HAP Reserve Balance**
  - $5,076,773
  - $4,747,741
  - $4,256,075
  - $3,800,878
  - $3,447,376
  - $3,097,315
  - $3,405,971
  - $3,838,067
  - $4,376,568
  - $4,416,216
  - $4,435,975

- **Actual HAP PUC**
  - $506
  - $517
  - $514
  - $520
  - $523
  - $524
  - $514
  - $507
  - $509
  - $503
  - $533
  - $516

- **UNITS - Regular Vouchers**

<table>
<thead>
<tr>
<th>HUD Baseline Units</th>
<th>6785</th>
<th>6785</th>
<th>6785</th>
<th>6785</th>
<th>6785</th>
<th>6785</th>
<th>6785</th>
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<th>6785</th>
<th>6785</th>
<th>81,420</th>
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<tbody>
<tr>
<td>Actual Leased (inc port outs)</td>
<td>6869</td>
<td>6884</td>
<td>6740</td>
<td>6714</td>
<td>6632</td>
<td>6572</td>
<td>6510</td>
<td>6428</td>
<td>6374</td>
<td>6346</td>
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<tr>
<td>Variance to baseline</td>
<td>64</td>
<td>69</td>
<td>-45</td>
<td>-71</td>
<td>-153</td>
<td>-213</td>
<td>-275</td>
<td>-357</td>
<td>-411</td>
<td>-445</td>
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<td>-582</td>
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<tr>
<td>YTD Variance to baseline</td>
<td>84</td>
<td>183</td>
<td>-138</td>
<td>-67</td>
<td>-86</td>
<td>-299</td>
<td>-574</td>
<td>-931</td>
<td>-1,042</td>
<td>-1,787</td>
<td>-2,016</td>
<td>-2,597</td>
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<tr>
<td>Monthly Utilization</td>
<td>101.24%</td>
<td>101.46%</td>
<td>99.86%</td>
<td>98.95%</td>
<td>97.75%</td>
<td>96.86%</td>
<td>95.95%</td>
<td>94.74%</td>
<td>93.94%</td>
<td>93.44%</td>
<td>92.69%</td>
<td>94.37%</td>
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</table>

- **UNITS - VASH Vouchers**

<table>
<thead>
<tr>
<th>HUD Baseline Units</th>
<th>371</th>
<th>371</th>
<th>371</th>
<th>371</th>
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<th>371</th>
<th>371</th>
<th>371</th>
<th>371</th>
<th>371</th>
<th>371</th>
<th>4,452</th>
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<tr>
<td>Actual leased</td>
<td>294</td>
<td>294</td>
<td>292</td>
<td>296</td>
<td>297</td>
<td>297</td>
<td>300</td>
<td>300</td>
<td>306</td>
<td>316</td>
<td>317</td>
<td>3,970</td>
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<tr>
<td>Variance to baseline</td>
<td>-77</td>
<td>-77</td>
<td>-76</td>
<td>-75</td>
<td>-74</td>
<td>-66</td>
<td>-62</td>
<td>-58</td>
<td>-54</td>
<td>-54</td>
<td>-56</td>
<td>-805</td>
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<tr>
<td>YTD Variance to baseline</td>
<td>-77</td>
<td>-154</td>
<td>-233</td>
<td>-308</td>
<td>-382</td>
<td>-456</td>
<td>-522</td>
<td>-584</td>
<td>-642</td>
<td>-696</td>
<td>-751</td>
<td>-805</td>
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<td>Monthly Utilization</td>
<td>79.25%</td>
<td>79.25%</td>
<td>78.71%</td>
<td>79.78%</td>
<td>80.05%</td>
<td>80.05%</td>
<td>82.21%</td>
<td>83.29%</td>
<td>84.37%</td>
<td>85.44%</td>
<td>85.18%</td>
<td>85.44%</td>
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- **Total (Reg+VASH) Leased**
  - 7163
  - 7178
  - 7032
  - 7010
  - 6929
  - 6869
  - 6815
  - 6737
  - 6687
  - 6657
  - 6673
  - 6720
  - 82470
## Agency: County HAP Analysis

**Year: 2017**

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<tr>
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<th>JAN</th>
<th>FEB</th>
<th>MARCH</th>
<th>APRIL</th>
<th>MAY</th>
<th>JUNE</th>
<th>JULY</th>
<th>AUG</th>
<th>SEPT</th>
<th>OCT</th>
<th>NOV</th>
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<tbody>
<tr>
<td><strong>HAP</strong></td>
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<td></td>
<td></td>
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<td>HAP Expenses</td>
<td>$2,689,401</td>
<td>$2,810,818</td>
<td>$2,847,970</td>
<td>$2,911,487</td>
<td>$2,979,625</td>
<td>$2,790,667</td>
<td>$2,802,253</td>
<td>$2,804,407</td>
<td>$2,704,565</td>
<td>$2,798,872</td>
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<tr>
<td>Net HAP (Variance)</td>
<td>-$30,896</td>
<td>$90,521</td>
<td>$160,791</td>
<td>$127,673</td>
<td>$101,694</td>
<td>$191,190</td>
<td>$77,328</td>
<td>$70,370</td>
<td>$81,996</td>
<td>$-15,731</td>
<td>$78,575</td>
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<td></td>
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<tr>
<td>Percent Variance (of BA)</td>
<td>98.86%</td>
<td>103.33%</td>
<td>105.91%</td>
<td>104.69%</td>
<td>103.74%</td>
<td>107.03%</td>
<td>102.84%</td>
<td>102.59%</td>
<td>103.01%</td>
<td>99.42%</td>
<td>102.89%</td>
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<td></td>
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<tr>
<td><strong>PHA-Held Reserve Balance</strong></td>
<td>$625,449</td>
<td>$464,076</td>
<td>$373,136</td>
<td>$320,759</td>
<td>$290,577</td>
<td>$169,238</td>
<td>$113,668</td>
<td>$262,976</td>
<td>$356,131</td>
<td>$346,184</td>
<td>$411,169</td>
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<tr>
<td><strong>HUD-Held Reserve Balance</strong></td>
<td>$2,804,485</td>
<td>$2,760,202</td>
<td>$2,575,216</td>
<td>$2,390,230</td>
<td>$2,020,258</td>
<td>$2,335,668</td>
<td>$2,284,412</td>
<td>$2,290,990</td>
<td>$2,146,530</td>
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<tr>
<td><strong>Total HAP Reserve Balance</strong></td>
<td>$3,429,934</td>
<td>$3,224,278</td>
<td>$2,948,352</td>
<td>$2,710,989</td>
<td>$2,495,821</td>
<td>$2,448,186</td>
<td>$2,204,138</td>
<td>$2,011,458</td>
<td>$2,407,524</td>
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</tr>
<tr>
<td>Actual HAP PUC (Exp/Leased)</td>
<td>$499</td>
<td>$517</td>
<td>$517</td>
<td>$512</td>
<td>$508</td>
<td>$526</td>
<td>$507</td>
<td>$508</td>
<td>$512</td>
<td>$498</td>
<td>$515</td>
<td>$511</td>
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<td>HUD Baseline Units</td>
<td>6552</td>
<td>6552</td>
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<td>6552</td>
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<td>6552</td>
<td>6552</td>
<td>6552</td>
<td>6552</td>
<td></td>
</tr>
<tr>
<td>Actual Leased (inc port outs)</td>
<td>5391</td>
<td>5437</td>
<td>5573</td>
<td>5562</td>
<td>5550</td>
<td>5533</td>
<td>5514</td>
<td>5483</td>
<td>5468</td>
<td>5428</td>
<td>5432</td>
<td>65,812</td>
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<tr>
<td>Monthly Utilization</td>
<td>95.38%</td>
<td>96.20%</td>
<td>98.60%</td>
<td>98.41%</td>
<td>98.20%</td>
<td>97.89%</td>
<td>97.56%</td>
<td>97.17%</td>
<td>96.74%</td>
<td>96.04%</td>
<td>96.11%</td>
<td>97.03%</td>
<td></td>
</tr>
</tbody>
</table>

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2/2/2018 @ 9:00 AM

\fha.org\shares\Executive_Management\Board_Meetings\Joint-Regular\2018-2 - February 2018 HAP Pacing County 2017 97% (Jan - Dec 2017) Feb Board Memo
TO: Boards of Commissioners
Fresno Housing Authority
FROM: Preston Prince
CEO/Executive Director
DATE: February 22, 2018
BOARD MEETING: February 27, 2018
AGENDA ITEM: 8d
AUTHOR: Christina Husbands

SUBJECT: Real Estate Development Update

Executive Summary
Staff will present an overview of current real estate activities.

Recommendation
None at this time. Informational only.
TO: Board of Commissioners                              DATE: February 22, 2018
Fresno Housing Authority

FROM: Preston Prince                                         BOARD MEETING: February 27, 2018
CEO/Executive Director

AGENDA ITEM: 9a
AUTHOR: Brandon Gonzalez

SUBJECT: Oak Grove – Closing Omnibus Development & Financing Resolution

Executive Summary

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

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

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

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

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

1. Authorization of Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to execute documents on behalf of the Housing Authority of Fresno County, CA in the name of the Administrative General Partner (AGP) or the Partnership.
2. Authorize sale of a portion of Sunset Terrace II (6 units) to Silvercrest, Inc.
3. Authorize sale of a portion of Oak Grove (11 units) to Silvercrest, Inc.

4. Authorize a loan from the Housing Relinquished Fund Corporation (HRFC) to Silvercrest, Inc. for the Sunset Terrace II acquisition, in the amount of $345,000.

5. Authorize a loan from the Housing Relinquished Fund Corporation (HRFC) to Silvercrest, Inc. for the Oak Grove acquisition, in the amount of $660,000.

6. Authorize a Housing Authority of Fresno County, CA sales proceeds loan of $345,000 from the Sunset Terrace II sale to the Project.

7. Authorize a Housing Authority of Fresno County, CA sales proceeds loan of $660,000 from the Oak Grove sale to the Project.

8. Authorize a Housing Authority of Fresno County, CA Seller Financing loan in the amount of $2,340,000.

9. Authorize a request for a Housing Relinquished Fund Corporation (HRFC) loan to the project in the amount of $1,337,350.

10. Authorize actions for the financing, development and operation of the Project, and

11. Provide for other matters related thereto.

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

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

**Recommendation**

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

**Fiscal Impact**

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

**Table 1: Construction Sources of Finance**

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Loan</td>
<td>$ 16,703,443</td>
<td>The Partnership has received a commitment for a construction loan from Wells Fargo Bank. The loan has a 22 month term at 4.89% interest rate.</td>
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</table>
Table 2: Permanent Sources of Finance

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investor Equity</td>
<td>$19,573,402</td>
<td>Wells Fargo Bank has committed to providing equity to the project.</td>
</tr>
<tr>
<td>HRFC Loan</td>
<td>$1,337,350</td>
<td>This loan has a 22 month term at 2.66% interest rate</td>
</tr>
<tr>
<td>Sales Proceeds Loan (Sunset Terrace II)</td>
<td>$345,000</td>
<td>This loan has a 55-year term at 2.66% interest rate</td>
</tr>
<tr>
<td>Sales Proceeds Loan (Oak Grove)</td>
<td>$660,000</td>
<td>This loan has a 55-year term at 2.66% interest rate</td>
</tr>
<tr>
<td>Fresno HA Seller Financing Loan</td>
<td>$2,340,000</td>
<td>This loan has a 55 year term at 2.66% interest rate</td>
</tr>
<tr>
<td>AHP Loan</td>
<td>$550,000</td>
<td>This loan has a 55 year term at 0% interest rate</td>
</tr>
<tr>
<td>Wells Fargo Perm Loan</td>
<td>$766,000</td>
<td>This loan has a 15 year term at 6.03% interest rate</td>
</tr>
<tr>
<td>Equity contribution</td>
<td>$100</td>
<td>Equity contribution from the Housing Authority Affiliate(s) at closing</td>
</tr>
</tbody>
</table>

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

**Background Information**

Oak Grove is an existing multi-family residential development consisting of 50 affordable housing units on 7.59 acres at 595 Bigger Street in Parlier, California. The Fresno Housing Authority proposes to demolish the existing 50 units and construct 56 new multifamily units (including a manager’s unit) and a community...
building on approximately 5 acres of the existing property. The development would include a mix of two- to-four bedroom units and would have affordability levels ranging from 30% to 60%. Oak Grove’s location presents opportunities for easy access to community amenities such as public parks, schools, medical care, and grocery shopping. All of the units will be built to include amenities that are comparable to market-rate units in the community. Unit amenities will include Energy Star appliances, dishwashers, and central heating and cooling. On-site parking and unit amenities will bring new life to the complex and tenant population. The Project applied to the California Tax Credit Allocation Committee (CTCAC) for Low-Income Housing Tax Credits (LIHTC) on March 1, 2017 and June 28, 2017, and was successfully awarded a reservation of LIHTC on September 20, 2017. The deadline to evidence that the Project has successfully closed on financing and is beginning construction is April 2, 2018.

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

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

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

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

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

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

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

RESOLUTION NO._______
BEFORE THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF FRESNO
II Remainder”) at fair market value as established by an independent third-party appraisal to Silvercrest, Inc. The Authority will continue to manage and operate Sunset Terrace II Remainder on behalf of Silvercrest, Inc.; and

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

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

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

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

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

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

WHEREAS, as a condition to making the Wells Fargo Construction Loan and committing to the make the Wells Fargo Permanent Loan to the Partnership, Wells Fargo has required that the Authority execute (i) that certain Repayment Guaranty, (ii) that certain Completion Guaranty, (iii)
that certain Hazardous Material Indemnity Agreement; and will require at conversion to a permanent loan that the Authority execute (iv) that certain Guaranty of Non-Recourse Obligations (collectively, the “Wells Fargo Guaranty Documents”).

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. **Development Services.** The CEO/Executive Director, Preston Prince, the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).

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

3. **Disposition of Parlier Oak Grove West.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Parlier Oak Grove West Documents” (the “Parlier Oak Grove West Documents”) in connection with the sale of Parlier Oak Grove West to Silvercrest, Inc. and the continued management and operation of Parlier Oak Grove West by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Parlier Oak Grove West, to sell and transfer ownership of Parlier Oak Grove West to Silvercrest, Inc. at the fair market value of $660,000 and use the proceeds from the disposition of Parlier Oak Grove West to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Parlier Oak Grove West Documents substantially in the form on file with the
Authority; provided however, any Authorized Officer may approve on the Authority’s behalf any further changes to the draft Parlier Oak Grove West Documents, including material changes, and such Authorized Officer’s signature on the final Parlier Oak Grove West Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Parlier Oak Grove West Documents.

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

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

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

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

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

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

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

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

14. **Approval of HAFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “HAFC Loan Documents”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of $3,345,000 from the Authority for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HAFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the HAFC Loan Documents substantially in the form on file with the Authority; provided however, any
Authorized Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final HAFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HAFC Loan Documents.

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

16. **Approval of Wells Fargo Permanent Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Wells Fargo Permanent Loan Documents” (the “Wells Fargo Permanent Loan Documents”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a permanent loan in the approximate amount not to exceed $850,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Permanent Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Permanent Loan Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority’s behalf or
as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Permanent Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final Wells Fargo Permanent Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Permanent Loan Documents.

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

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

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

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

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

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

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Preston Prince, Secretary of the Board of Commissioners
CERTIFICATE

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

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

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

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

HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA

_____________________________
Preston Prince, CEO/Executive Director
EXHIBIT A
PROJECT DOCUMENTS

Parlier Oak Grove West Documents
(a) Notice to Exercise Option by Silvercrest, Inc.; and
(b) Grant Deed by the Authority in favor of Silvercrest, Inc.

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

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

**HUD Documents**

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

**Wells Fargo Construction Loan Documents**

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

Assignment of Construction Contracts executed by the Partnership in favor of Wells Fargo;

Assignment of Management Agreement executed by the Partnership and the Authority;

Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Wells Fargo and the Partnership;

Subordination and Standstill Agreement (HAFC Loan) executed by Wells Fargo, the Authority and the Partnership;

Subordination and Standstill Agreement (HRFC Loan) executed by Wells Fargo, HRFC and the Partnership; and

Subordination and Standstill Agreement (AHP Loan) executed by Wells Fargo, the AHP Lender and the Partnership

**HRFC Loan Documents**

HRFC Mortgage Note (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Deed of Trust, Security Agreement and Financing Statement (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Loan-Arrangement of Leases and Rents (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Loan Agreement (HRFC Loan) the Partnership and HRFC;

Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HRFC Loan) between HRFC and the Partnership;

Subordination and Intercreditor Agreement (HAFC Loan, HRFC Loan and AHP loan) executed by the Partnership, the Authority, HRFC and the AHP Lender;

**HAFC Loan Documents**

HAFC Construction Deed of Trust, Security Agreement and Financing Statement (HAFC Loan) by the Partnership in favor of the Authority;

HAFC Loan Agreement (HAFC Loan) between the Partnership and the Authority;

HAFC Assignment of Leases and Rents (HAFC Loan) by the Partnership in favor of the Authority;

HAFC Mortgage Note (HAFC Loan) by the Partnership in favor of the Authority;
(xx) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HAFC Loan) between HAFC and the Partnership;

AHP Loan Documents

(yy) Promissory Note (AHP Rental Project) by the Partnership to the order of the AHP Lender.

(zz) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture by the Partnership in favor of the AHP Lender (including the attached Rider to Deed of Trust – Affordable Housing Program Retention Agreement and Restrictive Covenants by the Partnership as trustor); and

(aaa) Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (AHP Loan) between AHP Lender and the Partnership.

Wells Fargo Permanent Loan Documents

(bbb) Delivery Assurance Note executed by the Partnership in favor of Wells Fargo;

(ccc) Delivery Assurance Multifamily Deed of Trust, security Agreement and Fixture Filing executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;

(ddd) Commitment Agreement for Fixed Rate Permanent Mortgage Loan Project between Wells Fargo and Partnership attaching thereto samples of the following:

i. Officer’s Certificate by the Secretary/Director of the Managing General Partner;

ii. Multifamily Note by the Partnership in favor of Wells Fargo;

iii. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;

iv. Multifamily Loan and Security Agreement (Non-Recourse) by and between the Partnership and Wells Fargo;

v. Guaranty of Non-Recourse Obligations by the Authority, in its capacity as guarantor, in favor of Wells Fargo;

vi. Environmental Indemnity Agreement by the Partnership for the benefit of Wells Fargo;

vii. Assignment of Housing Assistance Payments Contract executed by the Partnership for the benefit of Wells Fargo;

viii. Assignment of Management Agreement executed by the Partnership, Wells
Fargo and the Authority as Manager;

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

**Acquisition Documents**

(fff) Assignment and Notice to Exercise Option by the Partnership; and

(ggg) Grant Deed by the Authority in favor of Partnership.

**Management Agent Documents**

(hhh) Parlier Oak Grove Property Management Agreement between the Partnership and the Authority; and

(iii) Parlier Oak Grove Property Subcontract Property Management Agreement between the Authority and GSF Properties, Inc.
EXHIBIT B
FORM OF WELLS FARGO REQUIRED RESOLUTIONS
CORPORATE RESOLUTION AUTHORIZING EXECUTION OF LOAN DOCUMENTS,
GUARANTY AND
INDEMNITY AND ENDORSEMENT AND HYPOTHECATION OF PROPERTY

(HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA)

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

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

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

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

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

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

1. to guaranty the performance by Borrower, under the Loan Agreement, the Note and the other Loan Documents;

2. to guaranty the repayment of any indebtedness of Borrower to Lender in an amount or amounts not to exceed at any one time the sum of $____________ for principal, plus all interest accrued thereon, and costs and expenses pertaining thereto; and

3. to execute and deliver to Lender such guaranties, continuing guaranties (including that certain Completion Guaranty and that certain Repayment Guaranty (Secured Loan), both to be executed by the Housing Authority in favor of Lender), indemnities (including that certain Hazardous Materials Indemnity Agreement (Unsecured - Guarantor), to be executed by the Housing Authority for the benefit of Lender), endorsements, consents to future modifications of Borrower’s obligations and/or other related documents, all in form and substance satisfactory to Lender, as Lender may request, together with such other contracts or instruments as Lender deems necessary or convenient to accomplish the purposes of this resolution.

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

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

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CERTIFICATION

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

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

By: __________________________________

Preston Prince
CEO/Executive Director
RESOLUTION NO.________
BEFORE THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY OF FRESNO COUNTY


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

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

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

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

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

WHEREAS, the Authority will sell property consisting of six multifamily units located at 629 East Springfield Avenue situated in the City of Reedley, County of Fresno, California (“Sunset Terrace
WHEREAS, the Authority has entered into an Operating Agreement dated as of October 2, 2017, pursuant to which the Authority is the manager and sole member of Parlier Oak Grove AGP, LLC, a California limited liability company (the “Administrative General Partner”), and the Authority filed Articles of Organization with the California Secretary of State on October 12, 2017; and

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

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

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

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

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

WHEREAS, as a condition to making the Wells Fargo Construction Loan and committing to the make the Wells Fargo Permanent Loan to the Partnership, Wells Fargo has required that the Authority execute (i) that certain Repayment Guaranty, (ii) that certain Completion Guaranty, (iii)
WHEREAS, the Authority intends to act as a lender of the HAFC Loan, the developer and management agent of the Project, the sole member and manager of the Administrative General Partner and guarantor of certain obligations connected with the Project; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. Development Services. The CEO/Executive Director, Preston Prince, the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), and each of them acting alone, are authorized and directed to enter into a Development Agreement with the Partnership and to execute such other documents and take such other actions as necessary to fulfill the Authority’s intended functions as developer of the Project (including any subcontracts with respect thereto).

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

3. Disposition of Parlier Oak Grove West. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Parlier Oak Grove West Documents” (the “Parlier Oak Grove West Documents”) in connection with the sale of Parlier Oak Grove West to Silvercrest, Inc. and the continued management and operation of Parlier Oak Grove West by the Authority on behalf of Silvercrest, Inc., which documents are on file with the Authority’s Secretary. The Authorized Officers, and each of them acting alone, are authorized and directed to cause the Authority, in its capacity as owner of the Parlier Oak Grove West, to sell and transfer ownership of Parlier Oak Grove West to Silvercrest, Inc. at the fair market value of $660,000 and use the proceeds from the disposition of Parlier Oak Grove West to fund a construction and permanent financing loan to the Partnership for construction and development of the Project. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority, the Parlier Oak Grove West Documents substantially in the form on file with the Authority.
Authority; *provided however*, any Authorized Officer may approve on the Authority’s behalf any further changes to the draft Parlier Oak Grove West Documents, including material changes, and such Authorized Officer’s signature on the final Parlier Oak Grove West Documents shall be construed as the Authority’s approval of such changes. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority, any other documents reasonably required to be executed by the Authority to carry out the transactions contemplated by the Parlier Oak Grove West Documents.

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

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

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

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

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

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

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

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

14. **Approval of HAFC Loan Documents.** The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “HAFC Loan Documents” (the “HAFC Loan Documents”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow an approximate aggregate total amount of $3,345,000 from the Authority for construction and permanent financing. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the HAFC Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HAFC Loan Documents.
Authorization Officer may approve on the Authority’s behalf or as the manager of the Administrative General Partner any further changes to the draft HAFC Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final HAFC Loan Documents shall be construed as the Authority’s approval of such changes and final loan amounts. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the HAFC Loan Documents.

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

16. Approval of Wells Fargo Permanent Loan Documents. The Authority has been presented with drafts of the documents listed in Exhibit A under the heading “Wells Fargo Permanent Loan Documents” (the “Wells Fargo Permanent Loan Documents”) in connection with the Partnership and the Project, which documents are on file with the Authority’s Secretary, and pursuant to which the Partnership will borrow a permanent loan in the approximate amount not to exceed $850,000. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner to enter into the transactions described in the Wells Fargo Permanent Loan Documents and to incur indebtedness and grant liens and security interests and guarantees in connection with such transactions. The Authorized Officers, and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, the Wells Fargo Permanent Loan Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority’s behalf or
as the manager of the Administrative General Partner, any further changes to the draft Wells Fargo Permanent Loan Documents, including material changes, and the final amount to be borrowed, and such Authorized Officer’s signature on the final Wells Fargo Permanent Loan Documents shall be construed as the Authority’s approval of such changes and final loan amount. The Authorized Officers, and each of them acting alone, are further authorized and directed to execute and deliver, on behalf of the Authority acting on its own behalf or as the manager of the Administrative General Partner, any other documents reasonably required to be executed by the Authority, the Administrative General Partner, or the Partnership to carry out the transactions contemplated by the Wells Fargo Permanent Loan Documents.

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

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

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

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

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

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

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

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

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

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

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

- **AYES:**
- **NOES:**
- **ABSENT:**
- **ABSTAIN:**

Preston Prince, Secretary of the Board of Commissioners
CERTIFICATE

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

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

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

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

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

________________________

Preston Prince, CEO/Executive Director
EXHIBIT A
PROJECT DOCUMENTS

Parlier Oak Grove West Documents
(a) Notice to Exercise Option by Silvercrest, Inc.; and
(b) Grant Deed by the Authority in favor of Silvercrest, Inc.

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

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

**HUD Documents**

(q) RAD Conversion Commitment by the Authority and the Partnership;

(r) RAD Use Agreement by the Partnership;

(s) Housing Assistance Payments Contract – RAD for the Conversion of Public Housing to Project-Based Section 8 by the Partnership; and

(t) HUD-required certifications and forms by the Authority and the Partnership.

**Wells Fargo Construction Loan Documents**

(u) Promissory Note executed by the Partnership in favor of Wells Fargo;

(v) Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;

(w) Construction Loan Agreement executed by the Partnership and Wells Fargo;

(x) Completion Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;

(y) Repayment Guaranty (Secured Loan) executed by the Authority, in its capacity as guarantor, in favor of Wells Fargo;

(z) Security Agreement executed by the Partnership, the Administrative General Partner, the Managing General Partner in favor of Wells Fargo;

(aa) Security Agreement Rights to Payment executed by the Partnership and Wells Fargo;

(bb) Copartnership, Joint Venture or Association Borrowing Certificate executed by the Managing Partner and Administrative General Partner;

(cc) Hazardous Materials Indemnity Agreement (Unsecured-Guarantor) executed by the Authority, in its capacity as guarantor, and Wells Fargo;

(dd) Hazardous Materials Indemnity Agreement (Unsecured-Borrower) executed by the Partnership and Wells Fargo;

(ee) Disbursement Instruction Agreement by the Partnership for the benefit of Wells Fargo;

(ff) Assignment of Housing Assistance Payments Contract and Housing Assistance Payments executed by the Partnership and Wells Fargo;
Assignment of Architectural Agreements and Plans and Specifications executed by the Partnership in favor of Wells Fargo;

Assignment of Construction Contracts executed by the Partnership in favor of Wells Fargo;

Assignment of Management Agreement executed by the Partnership and the Authority;

Agreement to Subordinate to Rental Assistance Demonstration Use Agreement executed by Wells Fargo and the Partnership;

Subordination and Standstill Agreement (HAFC Loan) executed by Wells Fargo, the Authority and the Partnership;

Subordination and Standstill Agreement (HRFC Loan) executed by Wells Fargo, HRFC and the Partnership; and

Subordination and Standstill Agreement (AHP Loan) executed by Wells Fargo, the AHP Lender and the Partnership

HRFC Loan Documents

HRFC Mortgage Note (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Deed of Trust, Security Agreement and Financing Statement (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Loan-Assignment of Leases and Rents (HRFC Loan) by the Partnership in favor of HRFC;

HRFC Loan Agreement (HRFC Loan) the Partnership and HRFC;

Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HRFC Loan) between HRFC and the Partnership;

Subordination and Intercreditor Agreement (HAFC Loan, HRFC Loan and AHP loan) executed by the Partnership, the Authority, HRFC and the AHP Lender;

HAFC Loan Documents

HAFC Construction Deed of Trust, Security Agreement and Financing Statement (HAFC Loan) by the Partnership in favor of the Authority;

HAFC Loan Agreement (HAFC Loan) between the Partnership and the Authority;

HAFC Assignment of Leases and Rents (HAFC Loan) by the Partnership in favor of the Authority;

HAFC Mortgage Note (HAFC Loan) by the Partnership in favor of the Authority;
Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (HAFC Loan) between HAFC and the Partnership;

**AHP Loan Documents**

Promissory Note (AHP Rental Project) by the Partnership to the order of the AHP Lender.

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture by the Partnership in favor of the AHP Lender (including the attached Rider to Deed of Trust – Affordable Housing Program Retention Agreement and Restrictive Covenants by the Partnership as trustor); and

Agreement to Subordinate to Rental Assistance Demonstration Use Agreement (AHP Loan) between AHP Lender and the Partnership.

**Wells Fargo Permanent Loan Documents**

Delivery Assurance Note executed by the Partnership in favor of Wells Fargo;

Delivery Assurance Multifamily Deed of Trust, security Agreement and Fixture Filing executed by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;

Commitment Agreement for Fixed Rate Permanent Mortgage Loan Project between Wells Fargo and Partnership attaching thereto samples of the following:

i. Officer’s Certificate by the Secretary/Director of the Managing General Partner;

ii. Multifamily Note by the Partnership in favor of Wells Fargo;

iii. Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by the Partnership as trustor, to American Securities Company for the benefit of Wells Fargo;

iv. Multifamily Loan and Security Agreement (Non-Recourse) by and between the Partnership and Wells Fargo;

v. Guaranty of Non-Recourse Obligations by the Authority, in its capacity as guarantor, in favor of Wells Fargo;

vi. Environmental Indemnity Agreement by the Partnership for the benefit of Wells Fargo;

vii. Assignment of Housing Assistance Payments Contract executed by the Partnership for the benefit of Wells Fargo;

viii. Assignment of Management Agreement executed by the Partnership, Wells
Fargo and the Authority as Manager;

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

**Acquisition Documents**

(fff) Assignment and Notice to Exercise Option by the Partnership; and

(ggg) Grant Deed by the Authority in favor of Partnership.

**Management Agent Documents**

(hhh) Parlier Oak Grove Property Management Agreement between the Partnership and the Authority; and

(iii) Parlier Oak Grove Property Subcontract Property Management Agreement between the Authority and GSF Properties, Inc.
EXHIBIT B
FORM OF WELLS FARGO REQUIRED RESOLUTIONS
CORPORATE RESOLUTION AUTHORIZING EXECUTION OF LOAN DOCUMENTS, GUARANTY AND INDEMNITY AND ENDORSEMENT AND HYPOTHECATION OF PROPERTY

( HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA)

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the CEO/Executive Director, Preston Prince,
the Deputy Director, Tracewell Hanrahan, the Chief of Staff, Angelina Nguyen, and/or their respective designees (an "Authorized Officer"), acting alone, be and is hereby authorized and empowered for and on behalf of and in the name of Housing Authority and as its corporate act and deed in his discretion:

1. to guaranty the performance by Borrower, under the Loan Agreement, the Note and the other Loan Documents;

2. to guaranty the repayment of any indebtedness of Borrower to Lender in an amount or amounts not to exceed at any one time the sum of $________________ for principal, plus all interest accrued thereon, and costs and expenses pertaining thereto; and

3. to execute and deliver to Lender such guaranties, continuing guaranties (including that certain Completion Guaranty and that certain Repayment Guaranty (Secured Loan), both to be executed by the Housing Authority in favor of Lender), indemnities (including that certain Hazardous Materials Indemnity Agreement (Unsecured - Guarantor), to be executed by the Housing Authority for the benefit of Lender), endorsements, consents to future modifications of Borrower’s obligations and/or other related documents, all in form and substance satisfactory to Lender, as Lender may request, together with such other contracts or instruments as Lender deems necessary or convenient to accomplish the purposes of this resolution.

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

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

[Remainder of Page Intentionally Blank]
CERTIFICATION

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

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

By:

____________________________________________

Preston Prince
CEO/Executive Director
Oak Grove
Ownership Structure

Parlier Oak Grove, LP
the “Partnership”
(EIN #82-2751190)

Parlier Oak Grove AGP, LLC
“Administrative General Partner”
(EIN 82-2751392)
0.005%

Silvercrest, Inc.
“Managing General Partner”
0.005%
(EIN 77-0490711)

Housing Authority of Fresno County, CA
“Sole Member”
100%
(EIN 77-0301242)

Wells Fargo Bank N.A.
“Investor Limited Partner”
99.99%
(EIN 94-1347393)
Ownership Structure
Memorial Village

To be formed Limited Partnership
the “Partnership”

Housing Authority of Fresno County
“Administrative General Partner”
0.005%

Silvercrest, Inc.
“Managing General Partner”
0.005%

To be determined
“Investor Limited Partner”
99.99%
# Pro Forma Sources and Uses

## Oak Grove

### Sources of Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>HRFC Loan</td>
<td>$ 1,950,000</td>
<td>$ 1,337,350</td>
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<tr>
<td>Accrued/ Deferred Interest (HRFC)</td>
<td>$ 61,204</td>
<td>-</td>
</tr>
<tr>
<td>Accrued/ Deferred Interest (Seller Financing)</td>
<td>$ 79,188</td>
<td>-</td>
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<tr>
<td>HAFC Capital Funds/Operating Reserves Loan</td>
<td>$ 685,000</td>
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<tr>
<td>Sales Proceeds (Sunset Terrace II)</td>
<td>-</td>
<td>$ 345,000</td>
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<tr>
<td>Sales Proceeds (Oak Grove)</td>
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<td>$ 660,000</td>
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<tr>
<td>AHP</td>
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<tr>
<td>Perm Loan</td>
<td>-</td>
<td>$ 766,000</td>
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<tr>
<td>GP Contribution</td>
<td>$ 100</td>
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<tr>
<td>LIHTC Equity</td>
<td>$ 18,099,205</td>
<td>$ 19,064,588</td>
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**Total Sources of Funds**

<table>
<thead>
<tr>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 20,874,597</td>
<td>$ 22,723,038</td>
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### Uses of Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
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</thead>
<tbody>
<tr>
<td>Construction Costs</td>
<td>$ 12,338,676</td>
<td>$ 15,221,522</td>
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<tr>
<td>Contingency</td>
<td>$ 729,884</td>
<td>$ 791,017</td>
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<tr>
<td>Permits/Impact Fees/etc.</td>
<td>$ 204,261</td>
<td>$ 204,261</td>
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<tr>
<td>Professional Fees</td>
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<td>$ 670,000</td>
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<tr>
<td>Relocation</td>
<td>$ 700,000</td>
<td>$ 750,000</td>
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<tr>
<td>Loan Fees and Other Soft Costs</td>
<td>$ 3,641,985</td>
<td>$ 2,390,820</td>
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<tr>
<td>Reserves</td>
<td>$ 199,709</td>
<td>$ 233,558</td>
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<tr>
<td>Developer Fee</td>
<td>$ 2,495,082</td>
<td>$ 2,461,860</td>
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**Total Uses of Funds**

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<thead>
<tr>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 20,874,597</td>
<td>$ 22,723,038</td>
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### Pro Forma Sources and Uses

#### Seller Financing

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<thead>
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<th>Description</th>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIHTC Equity</td>
<td>$ 300,000</td>
<td>$ 508,814</td>
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**Total Sources of Funds**

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<thead>
<tr>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
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</thead>
<tbody>
<tr>
<td>$ 2,640,000</td>
<td>$ 2,848,814</td>
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#### Uses of Funds

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<tr>
<th>Description</th>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
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</thead>
<tbody>
<tr>
<td>Acquisition Costs</td>
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</tr>
<tr>
<td>Demolition</td>
<td>$ 300,000</td>
<td>$ 508,814</td>
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**Total Uses of Funds**

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<tr>
<th>Amount 2/22/2017</th>
<th>Amount 2/20/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 2,640,000</td>
<td>$ 2,848,814</td>
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</tbody>
</table>

*Draft as of 2/21/18*
## Oak Grove Residential Component
### Projected Stabilized Operating Budget

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<tr>
<th>Unit Type</th>
<th># Units</th>
<th>% AMI</th>
<th>SF/Unit</th>
<th>Net Rent Per Unit</th>
<th>Ann. Rent Total</th>
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</thead>
<tbody>
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<td>2Bd/2Bath</td>
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<td>30%</td>
<td>941-942</td>
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<td>$16,176</td>
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<td>40%</td>
<td>941-942</td>
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<td>$28,320</td>
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<td>2Bd/2Bath</td>
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<td>45%</td>
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<td>$25,872</td>
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<td>941-942</td>
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<td>$6,960</td>
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<td>3Bd/2Bath</td>
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<td>30%</td>
<td>1160-1177</td>
<td>$381</td>
<td>$18,288</td>
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<tr>
<td>3Bd/2Bath</td>
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<td>40%</td>
<td>1160-1177</td>
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<td>$32,220</td>
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<td>45%</td>
<td>1160-1177</td>
<td>$614</td>
<td>$29,472</td>
</tr>
<tr>
<td>3Bd/2Bath</td>
<td>11</td>
<td>60%</td>
<td>1160-1177</td>
<td>$814</td>
<td>$107,448</td>
</tr>
<tr>
<td>4Bd/2Bath</td>
<td>3</td>
<td>30%</td>
<td>1,372</td>
<td>$417</td>
<td>$15,012</td>
</tr>
<tr>
<td>4Bd/2Bath</td>
<td>4</td>
<td>40%</td>
<td>1,372</td>
<td>$591</td>
<td>$28,368</td>
</tr>
<tr>
<td>4Bd/2Bath</td>
<td>3</td>
<td>45%</td>
<td>1,372</td>
<td>$677</td>
<td>$24,372</td>
</tr>
<tr>
<td>4Bd/2Bath</td>
<td>2</td>
<td>60%</td>
<td>1,372</td>
<td>$938</td>
<td>$22,512</td>
</tr>
<tr>
<td>2Bd/2Bath**No Subsidy</td>
<td>2</td>
<td>60%</td>
<td>941-942</td>
<td>$742</td>
<td>$17,808</td>
</tr>
<tr>
<td>3Bd/2Bath**No Subsidy</td>
<td>3</td>
<td>60%</td>
<td>1160-1177</td>
<td>$848</td>
<td>$30,528</td>
</tr>
<tr>
<td>3Bd/2Bath**Managers Unit</td>
<td>1</td>
<td></td>
<td>1,177</td>
<td></td>
<td>$113,220</td>
</tr>
</tbody>
</table>

**PBRA Rental Subsidy**

| TOTAL REVENUE | 56 | $516,576 |

### RESIDENTIAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Per Unit</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fee</td>
<td>796</td>
<td>44,550</td>
</tr>
<tr>
<td>Advertising/Marketing</td>
<td>104</td>
<td>5,800</td>
</tr>
<tr>
<td>Legal and Accounting</td>
<td>266</td>
<td>14,900</td>
</tr>
<tr>
<td>Utilities (water, trash, electricity, gas, etc.)</td>
<td>929</td>
<td>52,000</td>
</tr>
<tr>
<td>Payroll: Onsite Manager(s)/Staff</td>
<td>1,429</td>
<td>80,000</td>
</tr>
<tr>
<td>Maintenance/Repairs</td>
<td>1,183</td>
<td>66,250</td>
</tr>
<tr>
<td>Real Estate Property Tax</td>
<td>268</td>
<td>15,000</td>
</tr>
<tr>
<td>Insurance</td>
<td>313</td>
<td>17,500</td>
</tr>
<tr>
<td>Services Amenities</td>
<td>400</td>
<td>22,400</td>
</tr>
<tr>
<td>Security Alarm</td>
<td>11</td>
<td>600</td>
</tr>
<tr>
<td>Contingency</td>
<td>357</td>
<td>20,000</td>
</tr>
</tbody>
</table>

**Total Operating Expenses**

| 6,054 | 339,000 |

**Replacement Reserves**

| 300   | 16,800  |

**Total Operating and Reserve Budget**

| 6,354 | 355,800 |

*Draft as of 2/21/18*
## Exhibit E

### Oak Grove RESIDENTIAL COMPONENT - 15 YEAR CASH FLOW ANALYSIS

<table>
<thead>
<tr>
<th>INCOME FROM HOUSING UNITS</th>
<th>Inflation</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
<th>Year 11</th>
<th>Year 12</th>
<th>Year 13</th>
<th>Year 14</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule Rental Income</td>
<td>2.0%</td>
<td>403,356</td>
<td>411,423</td>
<td>419,652</td>
<td>428,045</td>
<td>436,606</td>
<td>445,338</td>
<td>454,244</td>
<td>463,329</td>
<td>472,596</td>
<td>482,048</td>
<td>491,689</td>
<td>501,522</td>
<td>511,553</td>
<td>521,784</td>
<td>532,220</td>
</tr>
<tr>
<td>PBRA Rental Subsidy</td>
<td></td>
<td>113,220</td>
<td>115,484</td>
<td>117,794</td>
<td>120,150</td>
<td>122,553</td>
<td>125,004</td>
<td>127,504</td>
<td>130,054</td>
<td>132,655</td>
<td>135,308</td>
<td>138,015</td>
<td>140,775</td>
<td>143,590</td>
<td>146,462</td>
<td>149,391</td>
</tr>
<tr>
<td>GROSS POTENTIAL INCOME - HOUSING</td>
<td>$516,576</td>
<td>$526,908</td>
<td>$537,446</td>
<td>$548,195</td>
<td>$559,158</td>
<td>$570,342</td>
<td>$581,748</td>
<td>$593,383</td>
<td>$605,251</td>
<td>$617,356</td>
<td>$629,703</td>
<td>$642,297</td>
<td>$655,143</td>
<td>$668,246</td>
<td>$681,611</td>
<td></td>
</tr>
</tbody>
</table>

### VACANCY ASSUMPTIONS


### EFFECTIVE GROSS INCOME


### OPERATING EXPENSES & RESERVE DEPOSITS

| Operating Expenses         | 3.0%      | 324,000 | 333,720 | 343,732 | 354,044 | 364,665 | 375,605 | 386,873 | 398,479 | 410,434 | 422,747 | 435,429 | 448,492 | 461,947 | 475,805 | 490,079|
| Real Estate Taxes          | 2.0%      | 15,000  | 15,300  | 15,606  | 15,918  | 16,236  | 16,561  | 16,892  | 17,230  | 17,575  | 17,926  | 18,285  | 18,651  | 19,024  | 19,404  | 19,792|
| Replacement Reserve        |           | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  | 16,800  |
| TOTAL EXPENSES & RESERVES  |           | 355,800 | 365,820 | 376,138 | 386,762 | 397,701 | 408,966 | 420,565 | 432,509 | 444,808 | 457,473 | 470,514 | 483,942 | 497,770 | 512,009 | 526,671|

### NET OPERATING INCOME

| NET OPERATING INCOME       | $124,616  | $132,288| $131,932| $131,470| $130,895| $130,202| $129,386| $128,441| $127,361| $126,140| $124,771| $123,248| $121,564| $119,712| $117,684|

### DEBT SERVICE

| Bank Loan                  |           | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  |
| Total Required Debt Service|           | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  | 77,716  |
| Net Cash Flow              |           | 46,900  | 54,572  | 54,216  | 53,754  | 53,179  | 52,486  | 51,670  | 50,725  | 49,645  | 48,424  | 47,055  | 45,532  | 43,848  | 41,996  | 39,968  |

### DEBT SERVICE COVERAGE RATIO

| DEBT SERVICE COVERAGE RATIO | 1.60 | 1.70 | 1.70 | 1.69 | 1.68 | 1.68 | 1.66 | 1.65 | 1.64 | 1.62 | 1.61 | 1.59 | 1.56 | 1.54 | 1.51 |
Executive Summary
The Chinatown Housing Development project received an award of Transformative Climate Communities (TCC) funds on January 29, 2018. The project consists of two vacant parcels located on the Northeast corner of Mariposa and F streets (APNs: 467-065-06 and 07) on approximately 0.60 acres in Fresno, CA. The site is zoned DTN – Downtown Neighborhood that will allow for a combination of commercial and multifamily housing. Staff has a concept proposal for a 4 story, mixed-use development with commercial/retail space on the bottom floor, and up to 60 units of affordable workforce housing above. The site is within a quarter mile of the planned High Speed Rail Station, and aligns well with the goals, design elements and environmental requirements of the program.

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

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

Proposed Not to Exceed Contract Fees

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Services</td>
<td>$702,111</td>
</tr>
<tr>
<td>Additional Services</td>
<td>$177,110</td>
</tr>
<tr>
<td>Total Services</td>
<td>$879,221</td>
</tr>
<tr>
<td>Reimbursable Items (estimated)</td>
<td>$70,950</td>
</tr>
<tr>
<td>Total Architectural Costs</td>
<td>$950,171</td>
</tr>
</tbody>
</table>
Recommendation

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

Fiscal Impact

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

Background Information

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

GGLO Architects were selected due to their extensive experience with this product type and overall presentation. The firm has much experience with affordable housing and is familiar with design requirements of the various funding sources, including Low Income Housing Tax Credits.
RESOLUTION NO._______

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

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

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

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

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

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

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

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

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

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

AYES:
NOES:

ABSENT:

ABSTAIN:

____________________________
Preston Prince, Secretary of the Boards of Commissioners
Executive Summary

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

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

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

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

Recommendation

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

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

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

**Background Information**
Orchard Farm Labor Housing is located in Parlier near Tuolumne St and Newmark Ave, just north of Manning Ave, and serves as farm labor housing. Currently, the property receives housing assistance payments (HAP) from the United States Department of Agriculture (USDA), as well as a USDA mortgage that has an upcoming maturity date of August 2019. Accordingly, staff is evaluating opportunities to reposition and rehabilitate the property.
RESOLUTION NO.________

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

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

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

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

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

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

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

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

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

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

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

AYES:
NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
TO: Boards of Commissioners  
Fresno Housing Authority  

FROM: Preston Prince  
CEO/Executive Director  

DATE: February 22, 2018  
BOARD MEETING: February 27, 2018  
AGENDA ITEM: 9d  
AUTHOR: Sheila Scheitrum  

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

Executive Summary  
The purpose of this memo is to request approval from the Boards of Commissioners to apply for funding and extend the existing Purchase and Sale Agreement for the Highway City Centerpoint Development (the “Project”). The Highway City Centerpoint Development is the affordable housing component of the larger partnership between Fresno Housing (“FH”) and Highway City Community Development, Inc. (“HCCD”) and Central Community Church (“CCC”) (collectively, the “Partners”) that also includes a community center. Staff currently envisions the housing component as the new construction of 44 affordable units with up to 3,500 sq. ft. of community building space. It will be located on a vacant site on approximately 5 acres in the Highway City area in Fresno, CA (APNs: 510-03-17 & 25) and be adjacent to the first phase of the partnership, which will be the separate Highway City Community Center to be developed and operated by HCCD.  

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

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

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

**Recommendation**

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

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

**Fiscal Impact**

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

**Background Information**

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

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

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

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

HCCD, CCC and Fresno Housing have partnered together on the Community Center Project as the first phase of the overall project. At the May 24, 2016 Board meeting, the Board approved an HRFC (Housing Relinquished Fund Corporation) funding commitment of $250,000 for the development of the Highway City Community Center. The Better Opportunities Builder Board has committed $100,000 to the project. Central Community Church has also committed $150,000 towards the Community Center Project financing. Granville Homes has committed a minimum of $350,000. And the Fresno Library has committed $150,000. The project plans are currently going through the building permit process with the City of Fresno. We are anticipating breaking ground in April 2018.
RESOLUTION NO.________

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Authority intends to renegotiate the conditional purchase and sale
agreement with Central Community Church and Highway City Community Development, Inc. for the vacant land for the project;

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
TO: Boards of Commissioners  
Fresno Housing Authority  
DATE: February 22, 2018  
BOARD MEETING: February 27, 2018
FROM: Preston Prince  
CEO/ Executive Director  
AGENDA ITEM: 9e
AUTHOR: Angie Nguyen

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

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

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

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

Through ongoing analysis of the agency’s assets and development pipeline, staff identified the opportunity to temporarily relocate the family unification program to the Sierra Terrace property (APN 467-261-03T) until a suitable permanent location is secured. The Sierra Terrace property would otherwise remain vacant as families transfer out of this property to other FH locations or accept housing choice vouchers. The families are being relocated as part of one of the agency RAD transactions. This new opportunity would allow DSS to expand and support up to 46 families with children at a site with greater amenities. Sierra
Terrace is owned by Silvercrest, Inc., an affiliate of FH, and has a total of 46 apartment units consisting of 1 to 5 bedroom units and associated office space.

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

**Recommendation**

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

**Fiscal Impact**

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

- Fiscal year 2017/2018 - $250,547 (remainder of fiscal year, 5 months)
- Fiscal year 2018/2019 - $611,993
- Fiscal year 2019/2020 - $630,202
- Fiscal year 2020/2021 - $648,959
- Fiscal year 2021/2022 - $668,277

**Background**

Since 1984, Fresno Housing in collaboration with the County of Fresno - DSS has operated a 32 unit complex (El Puente) for the purpose of providing an emergency housing program. The operating funds for the family unification program are provided through a contract with the County of Fresno - DSS. Clients are eligible participants with DSS and referred to the facility through their program. The Agreement allows us to continue to provide temporary housing to families with children in the reunification process. The average length of stay is approximately 90 days.
RESOLUTION NO.________

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Housing Authority of the City of Fresno hereby approves amending the Agreement with the County of Fresno- Department of Social Services and authorizes Preston Prince, CEO/Executive Director and/or Tracewell Hanrahan, Deputy Executive Director, or their designee to negotiate and execute said Agreement.
PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY, 2018. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Preston Prince, Secretary of the Boards of Commissioners
TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince  
CEO/Executive Director

DATE: February 22, 2018
BOARD MEETING: February 27, 2018
AGENDA ITEM: 9f

AUTHOR: Blanca Navarro, Quality Assurance Analyst

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

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

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

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

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

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

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

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

**Recommendation**

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

**Fiscal Impact**

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

**Background Information**

The Department of Housing and Urban Development (HUD) Office of Public and Indian Housing rules establish both required and prohibited provisions for public housing leases. In addition, public housing authorities are permitted to add other provisions as long as they are considered reasonable. In the case of any conflict between the proposed standard lease and state law, the lease adopted must follow the rule that is the most beneficial to the tenant. The requirements for public housing leases are detailed in 24 CFR Part 966 Subpart A.
RESOLUTION NO.________

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

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

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

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

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
RESOLUTION NO.________

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

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

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

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

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

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

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

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________________________
Preston Prince, Secretary of the Boards of Commissioners
RESIDENT LEASE AGREEMENT

[PROPERTY NAME]

<table>
<thead>
<tr>
<th>RESIDENT NAME(S)</th>
<th>TOTAL NO. PERSONS IN HOUSEHOLD</th>
<th>BEDROOM COUNT</th>
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UNIT ADDRESS | DWELLING UNIT NO. | MONTHLY RENT

MANAGEMENT ADDRESS | MANAGEMENT CONTACT | EFFECTIVE DATE

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

1. TERM OF LEASE

   a. The initial term of this Lease shall be for a period of twelve (12) months.

   b. **Renewal.** After the initial term, this Lease shall be automatically renewable, except for non-compliance with the Lease or applicable program requirements, or another reason described in this Lease and any addenda attached to and incorporated into this Lease.

   c. **Termination.** This Lease may be terminated by either party as set forth in Section 16 and the applicable addenda attached to and incorporated into this Lease.

   d. **Unit Type.** One or more federal, state, or local affordable housing and/or rental assistance programs (e.g. Low-Income Housing Tax Credit (LIHTC), HOME Investment Partnerships Program (HOME), Project-Based Voucher (PBV) among others) may govern the premises. RESIDENT will be required to comply with all program requirements applicable to his/her unit, commencing from time of occupancy. Specific program requirements not mentioned in this Resident Lease Agreement are shown in the applicable lease addenda attached hereto. This Resident Lease Agreement and applicable addenda are intended to read together, and shall hereinafter collectively be referred to as and comprise the “Lease”. If there is any conflict between the terms of this Resident Lease Agreement or any applicable lease addendum, the most stringent requirements shall control.
2. **MEMBERS OF HOUSEHOLD.** Occupancy in the Dwelling Unit is limited to the RESIDENT(s) listed above and the following members of the household:

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<tr>
<th>Member Name</th>
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<th>Masked SSN</th>
<th>Member name</th>
<th>D.O.B</th>
<th>Masked SSN</th>
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3. **RENT PAYMENTS**

   a. **Monthly Rent.** The monthly rental amount of $___________ shall be due and payable in advance on the first day of each month.

   b. **Prorated Rent.** If tenancy does not begin on the first day of the month, RESIDENT shall pay the initial prorated rent payment of $____________ at the time this lease is signed for the period beginning on ________________, and ending on ________________. Beginning ________________, RESIDENT shall pay the monthly rent as provided in Paragraph (a) of this section on or before the first day of each month. RESIDENT shall be personally responsible for rent payments due. NO PARTIAL RENT PAYMENTS WILL BE ACCEPTED.

   c. **Late Charges.** A late payment charge of $20.00 will be assessed after the grace period set forth in the applicable lease addendum. **Failure to pay rent prior to the date late payments are assessed shall constitute good cause for eviction.** Repeated late payments, meaning more than four (4) late payments within a twelve (12) month period, shall constitute good cause for eviction.

   d. **Payment Location.** Unless otherwise specified, rent and other charges must be mailed to "LOCKBOX" at [Designated Lockbox Address], payable to MANAGEMENT. All mailed payments must be post marked by the last day of the applicable grace period considered on time.

   e. If RESIDENT terminates this Lease as set forth in Section 16 and the lease addenda, any rents already paid or any rents due shall be prorated daily after the date of expiration of the thirty (30) day required notice period. If RESIDENT vacates without notice, he/she shall be charged rent for the thirty (30) days after MANAGEMENT learns the unit is vacated. Rental credits or charges shall be based upon actual days per month. This rent will remain in effect unless adjusted by MANAGEMENT after an annual or interim reexamination of the household composition and income as explained in Addendum 1, or as a result of program required rent increases.

   f. **IT IS EXPRESSLY UNDERSTOOD AND AGREED that, in the event the RESIDENT is transferring from another MANAGEMENT-operated Dwelling Unit, payment of any unpaid balance due under the previous lease shall become a part of the consideration of this lease.**
g. **Cash payments prohibited.** Payments are to be made in the form of money order, cashier’s check or personal check. Residents who have submitted a personal check that is returned for insufficient funds or written on a closed bank account will be charged a returned check fee (also known as Non-Sufficient Funds (NSF) bank fee) of up to $25.00 for the first returned check, and up to $35.00 for any subsequent returned check. Residents who submit more than two (2) personal checks that are not honored for payment shall be required to make future payments by cashier's check or money order.

4. **SECURITY DEPOSIT**

   a. Upon signing this Lease, RESIDENT also agrees to pay MANAGEMENT a security deposit of $___________. MANAGEMENT will retain the security deposit until the last RESIDENT household member vacates the Dwelling Unit. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the Dwelling Unit.

   b. Upon termination of the Lease, MANAGEMENT may apply the security deposit towards:

      i. Any rent, late fee, maintenance material and labor, excess utility, returned check fee, legal fees, and/or other charges owed by the RESIDENT;

      ii. The cost of repairing any damages to the Dwelling Unit caused by RESIDENT, other household members, or guests, or pet(s) beyond normal wear and tear; and

      iii. The cost of cleaning the Dwelling Unit.

   c. MANAGEMENT agrees to return the security deposit within three (3) weeks from the date the last RESIDENT household member vacates the Dwelling Unit less any deductions for any of the costs indicated in subsection (b) above. If RESIDENT does not supply MANAGEMENT with a forwarding address, the security deposit will be returned to RESIDENT's last known address. If such deductions are made, MANAGEMENT will give RESIDENT a written statement of any such costs for damages and/or charges deducted from the security deposit.

5. **UTILITIES**

   a. MANAGEMENT will supply the following utilities and appliances:

   - Water
   - Gas
   - Electric
   - Trash collection
   - Sewer utility services
   - Heat
   - Air Conditioning
   - Cable
   - Internet
   - Stove Range
   - Refrigerator
   - Microwave
   - Other: ______________________
   - Other: ______________________
   - Other: ______________________
b. MANAGEMENT shall provide RESIDENT with a monthly utility allowance. The applicable Schedule of Utility Allowance is attached and incorporated to this Lease. The utility allowance has been subtracted from the household’s formula rent or applicable gross rent to determine the monthly rental amount stated above.

c. RESIDENT agrees to promptly pay for electricity, gas, heat and/or all other utilities not provided by MANAGEMENT pursuant to Section 5(a).

d. RESIDENT shall immediately notify MANAGEMENT if he/she cannot maintain any utility service for which he/she is responsible. RESIDENT shall be charged for all damages resulting from failure to maintain utilities or failure to notify MANAGEMENT except for causes beyond RESIDENT’s control. Failure to remain current on utility bills (thus causing the utility company to discontinue service or charge MANAGEMENT for utility services), or the sharing or borrowing utilities may be deemed good cause for eviction.

6. OCCUPANCY OF THE DWELLING UNIT

a. RESIDENT agrees to use (or permit the use of) the Dwelling Unit solely as a private Dwelling Unit for the RESIDENT and members of his/her household listed in Section 2 if this Resident Lease Agreement. RESIDENT and the household members authorized to reside in the Dwelling Unit in accordance with the Lease shall have the right to exclusive use and occupancy of the leased unit, including the accommodation of permitted guests.

b. With written consent of MANAGEMENT, RESIDENT’S household may include foster children and a live-in aide to care for a member of RESIDENT’S household, provided the accommodation of such person(s) conforms to MANAGEMENT’S occupancy standards. Any live-in aide approved by MANAGEMENT to also occupy the unit is subject to screening for suitability requirements and shall not be considered as a remaining family member with residual rights to housing benefits.

c. Changes to RESIDENT Household Composition. Any additions to the household members named on this lease, including live-in aides and foster children but excluding additions by natural birth, adoption, or court-awarded custody require advance written approval by MANAGEMENT. Such approval will be granted only if the new household member(s) pass MANAGEMENT’S screening criteria. RESIDENT agrees to wait for MANAGEMENT’S approval before allowing additional person(s) to move into the premises. RESIDENT shall report all additions and removals of the household members named on the lease to MANAGEMENT in writing within ten (10) business days of the occurrence. RESIDENT’s failure to comply with this provision will be considered a material violation of the material terms of the Lease, for which MANAGEMENT may terminate the Lease.

d. Guest Policy. The occupancy provisions in this Lease allows for the accommodation of RESIDENT’s guests, for a consecutive period not to exceed one (1) week each year without prior approval of MANAGEMENT. Guests may be permitted in a Dwelling Unit as long as they have no previous history of behavior that would be a lease violation.

e. Absence from Unit. MANAGEMENT may take appropriate steps to terminate tenancy if RESIDENT and all other household members are absent from the Dwelling Unit for an "extended absence" as specified in Addendum 1. Household members who are deemed "permanently absent", as such term is defined in Addendum 1, will be removed from the
Lease. An extended absence alone would constitute grounds for an Unlawful Detainer Action (UDA) based on cause, regardless of whether or not RESIDENT continues to pay rent.

7. BANNING. MANAGEMENT may ban a non-resident, including but not limited to a guest or visitor of RESIDENT, from the housing complex for twelve (12) consecutive months if the non-resident commits one or more of the following acts in or upon any area of complex within a twelve (12) month period:
   a. Commits any misdemeanor or infraction that disturbs the peaceful enjoyment of the complex, including without limitation illegal drug activity or violent criminal activity;
   b. Destroys MANAGEMENT’s property or private property;
   c. Continues to interfere with the job responsibilities of a MANAGEMENT employee or vendor; and/or
   d. Continues to disturb the peaceful enjoyment other residents of the complex.
   e. MANAGEMENT may also ban persons who have previously been evicted from the premises or any other MANAGEMENT properties.

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

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

f. Use only in a reasonable manner electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities;

g. Promptly notify MANAGEMENT of the need for repairs to the Dwelling Unit and known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury;

h. Refrain from, and cause his/her household and guests to refrain from, destroying, defacing, damaging or removing any part of the premises or complex;

i. Pay for the repair of all damages, except for normal wear and tear, to the premises, complex buildings, facilities or common areas, which were caused by the RESIDENT, members of the household or guests;

j. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors’ peaceful enjoyment of their Dwelling Unit and will encourage the maintaining of the complex in a decent, safe and sanitary condition;

k. To act in a cooperative manner with neighbors, vendors and/or MANAGEMENT’s staff; and to refrain from and cause members of RESIDENT’s household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors, vendors and/or MANAGEMENT’s staff;

l. Refrain from, and cause household members to refrain from, knowingly allowing non-resident person(s) that have been banned by MANAGEMENT to access the premises and/or Dwelling Unit as guests or visitors of the RESIDENT or other household members;

m. Refrain from, and cause household members and guests to refrain from using the premises for any illegal purpose or engaging in criminal activity including, but not limited to:

   i. Violent or other criminal activity that threatens the health, safety, or right of other residents to peaceful enjoyment of the premises. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest, or other person under RESIDENT’S control will not be cause for termination of the Lease and occupancy rights;

   ii. drug-related criminal activity on or near the premises; and

   iii. other activities which impair the physical or social environment of the complex;

n. Refrain from making any repairs or alterations, or installing equipment (including satellite dishes, cable, and/or internet equipment) without the prior written consent of MANAGEMENT;

o. Maintain the grounds and landscaping adjacent to his/her Dwelling Unit. In the event RESIDENT fails or neglects to maintain grounds as assigned, RESIDENT shall pay to MANAGEMENT any and all expenses incurred by MANAGEMENT in the maintenance or
repair of said grounds rendered necessary by such failure or neglect on the part of RESIDENT. MANAGEMENT may exempt elderly or disabled residents from this obligation;

p. Obey all traffic signs within the housing complex;

q. Refrain from posting or displaying on or about the premises any political sign that is larger than six square feet in size, or a posting that would violate a local, state, or federal law.

r. Regularly test the smoke detector(s) and carbon monoxide device(s) and agrees to notify MANAGEMENT immediately of any problem, defect, malfunction or failure of the smoke detector(s) or carbon monoxide device(s). Resident must not alter, disconnect or tamper with any smoke detector and/or carbon monoxide devices installed in dwelling. In accordance with California law, RESIDENT shall allow MANAGEMENT and/or MANAGEMENT's staff or other representative access to the Dwelling Unit for the maintenance of smoke detectors and carbon monoxide devices;

s. Promptly notify MANAGEMENT of any extended absences, as defined in Addendum 1;

t. Not assign, lease, sublease or otherwise transfer the unit; and

u. Comply with all other resident obligations listed in Addendum 1 and other applicable lease addenda.

10. MANAGEMENT OBLIGATIONS. MANAGEMENT agrees to:

a. Maintain the premises and the complex in a decent, safe and sanitary condition;

b. Comply with requirements of applicable state and local building codes and regulations established by the U.S. Department of Housing and Urban Development (“HUD”) materially affecting health and safety;

c. Make necessary repairs to the premises, at its own expense, except as otherwise provided in this Lease;

d. Keep complex buildings, facilities and common areas not otherwise assigned to the RESIDENT for maintenance and upkeep, in a clean and safe condition;

e. Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances supplied or required to be supplied by MANAGEMENT.

f. Provide and maintain receptacles and facilities (except containers for the exclusive use of an individual RESIDENT household) for the deposit of ashes, garbage, rubbish and other waste removed from the premises by the RESIDENT;

g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except when heat or hot water are generated by an appliance within the exclusive control of the RESIDENT and supplied by a direct utility connection;
h. Inspect the Dwelling Unit prior to the commencement of the Lease and periodically throughout RESIDENT's occupancy;

i. Provide RESIDENT with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum as an attachment to the Lease only for those units originally constructed prior to 1978;

j. Provide RESIDENT with a copy of MANAGEMENT's Housekeeping Standards as a part of RESIDENT's move-in orientation;

k. Provide upon legitimate request from a law enforcement officer, the current address, social security number and photograph (if applicable) of any recipient of assistance who is a fugitive, felon and/or parole or probation violator;

l. Reserve the right, to be exercised by its employees, to exclude non-residents, including but not limited to guests, who conduct themselves in a manner to disturb the residents’ peaceful enjoyment of their accommodations, community facilities or other areas of MANAGEMENT's property, or violate MANAGEMENT's banning regulations to the extent allowable by all applicable laws and/or regulations;

m. Verify documents relating to the eligibility, certification, recertification assets, income, and deductions from income; and

n. Consider lease bifurcation or remove a household member from a lease in certain circumstances to protect victims of domestic violence, dating violence, sexual assault, or stalking in accordance with 24 CFR Part 5, Subpart L; and

o. Take affirmative steps to communicate with people who need services or information in a language other than English.

11. MAINTENANCE AND REPAIR CHARGES.

a. RESIDENT shall pay for all maintenance and repair charges (except for normal wear and tear) for damages to the Dwelling Unit, housing complex buildings, facilities, and common areas if the need for such maintenance is caused by a wrongful act or omission of the RESIDENT, other members of RESIDENT’S household, guests, pets and/or any other person under the RESIDENT'S control.

b. If MANAGEMENT employees do the repair work, the basis for the charges to the RESIDENT shall be the Schedule of Charges maintained by MANAGEMENT. If MANAGEMENT uses an outside contractor to make repairs, the basis for charges to the RESIDENT shall be the bill submitted to MANAGEMENT, plus a reasonable overhead as set forth in the Schedule of Charges. This Schedule of Charges is incorporated herein by reference as part of this lease agreement. Copies of the Schedule of Charges are posted in MANAGEMENT'S office and may be obtained upon request by the RESIDENT. Such charges shall be billed to RESIDENT and shall specify the items of damage involved.

12. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY

a. RESIDENT must immediately notify MANAGEMENT of any damage to the Dwelling Unit causing conditions that are hazardous to the life, health and safety of the occupants.
b. MANAGEMENT shall make repairs within a reasonable time. The reasonable cost of these repairs shall be charged to the RESIDENT if the damage was caused by RESIDENT, his/her household or guests.

c. If necessary repairs cannot be made in a reasonable time, MANAGEMENT will offer, if available, standard alternative accommodations, subject to any termination provisions of this Lease.

d. In the event repairs are not made, or alternative accommodations are not provided in accordance with this section, rent may be abated in proportion to the seriousness of the damage and loss in value as a Dwelling Unit. NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT REJECTS ALTERNATIVE ACCOMMODATIONS OR IF THE DAMAGE WAS CAUSED BY THE RESIDENT, RESIDENT’S HOUSEHOLD OR GUESTS.

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

a. Move-In Inspection. When RESIDENT moves in, MANAGEMENT and RESIDENT, or his/her representative, shall jointly inspect the Dwelling Unit and MANAGEMENT shall give RESIDENT a written inventory of the condition of the Dwelling Unit and the equipment therein. This inventory shall be signed by MANAGEMENT and RESIDENT.

b. Move-Out Inspection. When RESIDENT moves out, MANAGEMENT, jointly with RESIDENT and/or representative, will inspect the Dwelling Unit and give RESIDENT a written statement of the charges for damage, if any, for which RESIDENT is responsible, in accordance with state law. If resident fails to appear for scheduled inspection appointment, RESIDENT is deemed to have waived his/her rights to be in attendance.

c. Other Inspection. MANAGEMENT will inspect each unit at least once annually to determine compliance with the applicable programs requirements and/or other regulatory standards, as well as MANAGEMENT’s Housekeeping Standards. MANAGEMENT may conduct special inspection(s) at least annually for housekeeping, unit conditions, preventative maintenance, routine maintenance, quality control, or if there is reasonable cause to believe an emergency exists.

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

a. Upon a minimum 24-hour advance notification to the RESIDENT, MANAGEMENT will be permitted to enter the Dwelling Unit during reasonable hours to (i) perform routine inspections and maintenance, (ii) make improvements or repairs, or (iii) show the unit for re-leasing. A written statement specifying the purpose of MANAGEMENT’s entry, delivered to the Dwelling Unit a minimum of 24-hour before such entry, shall be considered reasonable advance notification unless otherwise specified in Addendum 1.
b. MANAGEMENT shall have the right to enter RESIDENT’s Dwelling Unit without prior notice to RESIDENT if MANAGEMENT reasonably believes that an emergency exists which requires such entry.

c. If RESIDENT and all other adult household members, if any, are absent from the Dwelling Unit at the time of MANAGEMENT’s entry, MANAGEMENT must leave in the Dwelling Unit a written statement describing the date, time and purpose of such entry, and any emergency which necessitated the entry.

d. If RESIDENT makes a service request, MANAGEMENT representatives may enter the Dwelling Unit in the event that RESIDENT and all adult members of the household are absent from the premises. At the time of entry, MANAGEMENT shall leave a written statement specifying date, time and purpose of entry, prior to leaving the premises.

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

16. TERMINATION OF LEASE

a. This lease may be terminated by RESIDENT at any time by giving Thirty (30) Day written notice as specified in Section 15.

b. If RESIDENT terminates the lease, he/she agrees to move promptly and leave the unit in a clean and good condition until the keys are returned to MANAGEMENT'S office.

c. If, through any cause, a signer of the Lease ceases to be a member of the RESIDENT household, this Lease shall terminate and a new lease will be signed by the responsible remaining member(s) of the household, so long as the household remains eligible for continued occupancy.

d. If the RESIDENT transfers to another MANAGEMENT-operated Dwelling Unit or a unit owned and operated by the Housing Authority, this lease shall terminate and a new lease is to be executed by RESIDENT for the Dwelling Unit into which the household is to move.

e. Except as provided in subparagraphs (b) and (c) of this section and any applicable lease addendum, MANAGEMENT shall not terminate or refuse to renew the lease other than for any member of the household’s serious or repeated violation of material terms of the lease. Such serious or repeated violation of terms shall include, but not be limited to the following:

   i. RESIDENT’s failure to make payments due under the lease, fulfill his/her RESIDENT obligations, or for other good cause;

   ii. Violation of Federal, State or local laws that impose obligations in connections with the occupancy or use of the housing premises;

   iii. Repeated late payment of rent;
iv. Failure to pay utility bills when RESIDENT is responsible for paying such bills directly to the utility supplier;

v. Misrepresentation of the household’s principle place of residency, income, assets, or composition;

vi. Discovery after admission of facts that made the resident ineligible;

vii. Discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of continued occupancy. Program abuse or fraud refers to a single act or a pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead;

viii. Failure to accept the MANAGEMENT’s offer of a lease revision to an existing lease within the specified time period, provided that written notice of the offer of the revision is provided at least 30 calendar days before the lease revision is scheduled to take effect, unless otherwise specified in any applicable lease addendum;

ix. Failure to timely supply any certification, release, information, or documentation of household income or composition when requested by MANAGEMENT;

x. Serious or repeated damages to the Dwelling Unit, or the creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

xi. Criminal activity on or off the premises by RESIDENT, household member, or guest(s), or any criminal activity engaged in or near the premises by any visitor or other person under RESIDENT’s control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

xii. Drug-related criminal activity engaged on or off the premises by RESIDENT, member of the household, or guest(s), or any drug-related criminal activity engaged in or near the premises by any visitor or other person under the RESIDENT’s control;

xiii. Illegal drug use by a household member that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

xiv. RESIDENT or household member’s conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing;

xv. Discovery after admission of facts, that RESIDENT, household member, guest(s), or other person under RESIDENT’s control failed to disclose previous criminal activity, drug-related criminal activity, or other repetitive and/or serious criminal activity that threatened the health, safety or right to peaceful enjoyment of other persons;

xvi. Engaging in abuse or pattern of abuse of alcohol that MANAGEMENT determines interferes with the health and safety or right to peaceful enjoyment of the premises by other residents;

xvii. Weapons or illegal drugs seized in the Dwelling Unit or on the premises by the law enforcement officer(s);
Any fire on the premises caused by the RESIDENT, household members’ or guest's intentional actions or neglect;

Furnishing false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers;

Repeatedly acting or speaking in an abusive or threatening manner toward neighbors, guests, vendors and/or MANAGEMENT’s staff;

Material violation of any applicable banning, curfew, and/or loitering regulations imposed by MANAGEMENT;

RESIDENT’s failure to promptly notify MANAGEMENT of any actual or perceived extended absences;

Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or violating a condition of probation or parole imposed under Federal or State law.

Allowing a person registered as a sex offender pursuant to California Penal Code §290 or similar statute to be present in the Dwelling Unit, common area, grounds, or parking areas of any project site at any time; and

Being deemed a registered sex offender pursuant to California Penal Code §290 or under any other provision of California or Federal law.

The Lease, RESIDENT’S occupancy, and other assistance hereunder will not terminate solely because RESIDENT (or an affiliated individual of the RESIDENT as such term is defined in 24 CFR 5.2003) is the victim of criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a household member, guest, or other person under RESIDENT'S control if the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act.

Except as otherwise provided in the Lease and any applicable lease addendum, MANAGEMENT shall give RESIDENT 30 day written notice of termination of the lease.

In the event the Dwelling Unit occupied by the RESIDENT under this lease is determined to be uninhabitable, this Lease shall automatically terminate.

The agreements of this Lease and any rights given to MANAGEMENT under this lease shall continue and remain in full force and effect, even if MANAGEMENT fails to insist upon the strict performance of any lease provisions in any one or more instances. MANAGEMENT’S receipt of rent with the knowledge of RESIDENT's breach of any covenant or condition hereof shall not be deemed a waiver of such breach. MANAGEMENT’S waiver of any Lease provisions must be expressed in writing and signed by MANAGEMENT, its representative or agents.

17. FAIR HOUSING, EQUAL OPPORTUNITY, EQUAL ACCESS AND PROTECTION FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING. HUD regulations regarding fair housing, equal opportunity, and equal access found in
24 CFR 5.105 shall apply to this Lease. If the Dwelling Unit receives housing assistance through a HUD program covered by the Violence Against Women Act, HUD's regulations in 24 CFR Part 5, Subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) shall also apply to this Lease.

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

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

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

- Addendum 1: Fresno Housing Authority
- Public Housing / Housing Choice Voucher
- Project-Based Voucher Tenancy Addendum
- HUD Tenancy Addendum - Section 8 Tenant-Based Assistance Housing Choice Voucher Program
- HUD Tenancy Addendum - Project-Based Voucher Program
- Housing Choice Voucher Statement of Family Responsibility
- Low Income Housing Tax Credit (LIHTC) Lease Addendum
- Occupancy Addendum (tax credit requirements)
- CA Low Income Housing Tax Credit (LIHTC) Lease Rider
- Conditions of Occupancy (House Rules)
- City/County HOME Addendum
- Violence Against Women Act Protections and Certification
- Violence Against Women Act Lease Addendum
- Smoke Detector Addendum
- Smoke-Free Policy Addendum
- Grilling Addendum
- Mold Notification Addendum
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- Bedbug Addendum
- Pet Policy/ Pet Agreement
- Policy on Drug and Alcohol Use
- Schedule of Utility Charges
- Schedule of Rents and Maintenance Charges
- Other: ____________________________
- Other: ____________________________
Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community or residence and ZIP Code in which he or she resides.

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

Dated this _____ day of __________________, 20____

RESIDENT: ___________________________ RESIDENT ___________________________
Head of Household Other Adult

RESIDENT: ___________________________ RESIDENT ___________________________
Other Adult Other Adult

MANAGEMENT: ________________________
Owner/Agent
Addendum 1

HOUSING AUTHORITY OF THE CITY AND COUNTY OF FRESNO

PUBLIC HOUSING LEASE ADDENDUM

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

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

1. EXCLUSIVE USE AND OCCUPANCY

   a. In addition to other occupancy provisions in the Lease, RESIDENT agrees not to provide
      accommodations for boarders or lodgers.

   b. RESIDENT may use dwelling unit to engage in legal profitmaking activities only after
      obtaining prior written consent from MANAGEMENT, and if MANAGEMENT
determines such activities are incidental to the primary residential use of the leased unit.

   c. **Absence from Dwelling Unit.** An “extended absence” for purposes of Section 6(e) of the
Resident Lease Agreement occurs when the entire household is absent from the Dwelling
Unit without notice to MANAGEMENT and for reasons other than health or an
emergency for more than fourteen (14) consecutive days, whether or not rent has been
paid. In the case of an extended absence, the Dwelling Unit will be considered to be
abandoned, and MANAGEMENT will terminate the Lease. In such case,
MANAGEMENT will follow state and local law procedures regarding abandonment and
disposition of property, and unit repossession. Any individual household member will be
considered “permanently absent” from the Dwelling Unit and removed from the Lease if
he or she is away from the unit for sixty (60) or more days in a 12-month period for
reasons other than health, emergency, or other special circumstance.

2. RENTAL PAYMENTS

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

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

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

3. COLLECTION OF CHARGES FOR LATE RENT PAYMENTS,
   MAINTENANCE AND REPAIR, OR EXCESS UTILITY CONSUMPTION
a. **Grace Period.** Any charges for late payment of rent, maintenance and repair charges that exceed normal wear and tear, or RESIDENT’s consumption of excess utilities will not be due to and collectible by MANAGEMENT until two (2) weeks after MANAGEMENT gives RESIDENT written notice of the charges. Such notice constitutes an adverse action for the purpose of grievance procedures.

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

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

a. Each year in preparation for an annual reexamination, RESIDENT may choose to have rent his or her rent determined under the formula method or having their rent set at the flat rent amount. The Schedule of Rents incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of change and shall be given an opportunity to present written comments for consideration by MANAGEMENT. Flat rents are not available for "mixed" households (i.e. households whose members include those with and without citizenship or eligible immigration status) that receive prorated housing assistance.

b. Every twelve (12) months if rent is based on a formula method or every thirty six (36) months if rent is based on Flat Rent. RESIDENT agrees to timely furnish accurate and conclusive information as requested by MANAGEMENT about income and employment. For household members with fixed sources of income, MANAGEMENT may verify income using a streamlined determination process whereby MANAGEMENT collects third-party verifications of income sources every three (3) years and determines the income from fixed sources for the intervening years using a verified cost of living adjustment or interest rate. RESIDENT also agrees to timely furnish accurate and conclusive information requested by MANAGEMENT about household composition at least annually. MANAGEMENT will use this information to determine whether the rental amount should be changed, whether the RESIDENT is still eligible for low rent housing, and the appropriateness of the dwelling size. This determination will be made in accordance with the provisions set forth in MANAGEMENT’S Statement of Policies governing leasing and occupancy posted in MANAGEMENT’S office.

c. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of reexamination or the annual anniversary of the Lease execution date.

d. When a reexamination is completed, MANAGEMENT will, if necessary, execute a new lease or mail a written “Notice of Review Determination” to the RESIDENT showing the change in the amount of the household's adjusted anticipated income and the change in monthly rent including the amount of retroactive rent (determined in accordance with paragraph 8) due, if any, resulting from such reexamination or redetermination. The
RESIDENT agrees to accept such “Notice of Review Determination” as an amendment to this Lease.

e. Failure to complete certification(s) is a lease violation and repeated violations may result in termination of the Lease.

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

5. **PET DEPOSIT**

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

6. **REPORTING INTERIM CHANGES IN INCOME AND HOUSEHOLD COMPOSITION**

a. The RESIDENT and/or a surviving household member must report all changes in the household’s composition or income to MANAGEMENT within ten (10) business days. Such changes include but are not limited to:

   i. The loss of the RESIDENT head of household, or a household member, through death, divorce or other continuing circumstances; or the addition of a family member who, by marriage, remarriage or otherwise, should become the RESIDENT in accordance with MANAGEMENT policy.

   ii. Additions to the household or a loss of household member. With the exception of household additions due to birth, adoption, or court awarded custody, MANAGEMENT must previously approve all additions.

   iii. Any increase in household income. **Note:** Increases in household income do not have to be reported by households who have elected to pay a flat rent.

   iv. Instances where households who opt for the flat rent request to have a reexamination and return to the formula based method at any time because of circumstances creating a financial hardship.

   v. When there is a change in citizenship or eligible immigration status of any household member.

   vi. When the amount of any allowance a household is entitled to increases or when a household becomes eligible for a new allowance.
b. RESIDENT may report decreases in income and other changes that could reduce the RESIDENT's total payment.

c. If these reported changes result in a decrease in the household’s rent, the reduced rental rate shall become effective the first of the following month after the change occurred, when the change is reported, or when verification of decrease is received. **Note:** Reductions in welfare payments due to welfare fraud or failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.

d. If the reported changes result in an increase in the RESIDENT’s rent, the higher rental amount shall take effect on the first day of the second month following that in which the change occurred as a result of one or more of the following:
   i. a change in family composition;
   ii. a change in source of income; and/or
   iii. an income increase of $200/month or more,

e. RESIDENT agrees to accept a “Notice of Review Determination” as an amendment to the Lease following any redeterminations of RESIDENT rent or total payment.

f. A household who is paying the minimum rent, but is unable to pay the minimum rent because of financial hardship, has the right to request a hardship exemption.

g. RESIDENT must promptly furnish to MANAGEMENT any letter or notice received from HUD concerning the amount or verification of the household’s income. MANAGEMENT will verify the accuracy of the income information received and change the amount of rent as appropriate.

h. Lack of complete disclosure of household members’ income and assets or indications that the RESIDENT is deliberately obstructing efforts to obtain said information, may jeopardize the RESIDENT’S continued assisted housing. Such behavior may be interpreted as attempted fraud and may result in the termination of continued occupancy.

7. CURFEW AND LOITERING

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

a. When a minor is accompanied by his or her parent or parents, legal guardian or other person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;

b. When the minor is on an errand or other legitimate business or activity directed by his or her parent(s), legal guardian, or other adult person having the legal care or custody of the minor, or by his or her spouse who is 18 years of age or older;

c. When the minor is going directly to or returning directly home (without any unnecessary detour or stop) from a public meeting, religious activity or other voluntary association, a
place of public entertainment such as a movie, play, sporting event, dance, school activity, or the minor's place of employment;

d. When the minor is actively participating in a sporting or community event on MANAGEMENT property, if the MANAGEMENT rules or regulations permit the sporting or community event during said hours;

e. When the minor's presence in the common area(s) described is connected with or required with respect to a business, trade, profession, or occupation in which the minor is lawfully engaged;

f. When minor is exercising First Amendment rights protected by the United States or California Constitution;

g. When the minor is involved in an emergency or seeking medical assistance; or

h. When the minor is emancipated pursuant to law.

8. MANAGEMENT RESPONSIBILITIES

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

a. Notify the RESIDENT of the specific grounds for any proposed adverse action by MANAGEMENT. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.

b. MANAGEMENT shall provide RESIDENT with written notice of any offer of a lease revision at least 60 calendar days before the lease revision is scheduled to take effect.

c. For non-emergency situations, MANAGEMENT shall provide RESIDENT with a minimum of two (2) days advance written notification prior to entering the Dwelling Unit to (i) perform routine maintenance and inspections, (ii) make improvements or repairs, or (iii) show the unit for re-leasing.

9. RESIDENT OBLIGATIONS

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

10. COMMUNITY SERVICE/ECONOMIC SELF-SUFFICIENCY REQUIREMENTS

a. In addition to the other obligations set forth in the Lease, in order to be eligible for automatic annual renewal of the Lease, RESIDENT and any other household member of 18 years of age or older are required to contribute eight (8) hours per month of community service (not including political activities), or participate in an economic self-sufficiency program for eight (8) hours per month, unless otherwise exempted from this requirement by HUD or MANAGEMENT regulations.
b. Failure to comply with community service requirements, or to enter into a written agreement with MANAGEMENT to cure the noncompliance over the next twelve-month term, shall be grounds for nonrenewal of the Lease.

c. Failure to provide documentation of compliance with the community service requirements within the time period provided by MANAGEMENT shall be grounds for nonrenewal of the Lease.

11. RETROACTIVE RENT CHARGES

a. If the RESIDENT has failed to report changes in household circumstances, as required in Paragraph 8, or misrepresented to MANAGEMENT the facts upon which rent is determined, and this misrepresentation or failure to report facts results in the RESIDENT paying less rent than he/she should have been charged, MANAGEMENT shall adjust the rent to the proper amount. Failure to report income/asset changes in a timely manner (10 working days), may result in a retroactive rent charge, even if the failure was not intentional.

b. The increase in rent shall be made retroactive to the first day of the second month after the change in household circumstances occurred.

c. The new, increased rental rate and all retroactive rent shall be due and payable upon demand the first day of the month following receipt of the “Notice of Review Determination”.

12. REQUIRED TRANSFER

a. If MANAGEMENT determines that the Dwelling Unit is no longer appropriate to meet RESIDENT’S needs, MANAGEMENT may amend this Lease by notifying the RESIDENT that he/she will be required to move into another unit of appropriate size, giving RESIDENT thirty (30) days' notice in which to move. If MANAGEMENT determines at the time of regular reexamination that RESIDENT no longer qualifies as a family of low income, no action will be taken to terminate the Lease or commence eviction proceedings on the basis of the income of RESIDENT.

b. Transfers will be made without regard to race, color, national origin, sex, sexual orientation, gender identity, religion, familial status, or persons with disabilities. Residents on the transfer list may refuse transfer offers for the “good cause” reasons without losing their position on the transfer list. Residents who refuse a transfer offer without good cause may be removed from the transfer list and residents whose transfers are mandatory are subject to lease termination. Residents are entitled to use the Grievance Procedure attached as Exhibit A to this Addendum 1 (“Grievance Procedure”) if they are refused the right to transfer.

13. ADDITIONAL TERMINATION PROCEDURES

a. Violations of the material terms of the Lease as described in Section 16(e) of the Resident Lease Agreement shall also include, but not be limited to:

   i. Illegal drug use by a household member that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; and
ii. RESIDENT or household member's conviction of manufacturing or producing methamphetamine on the premises of federally assisted housing.

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

14. AUTOMATIC RENEWAL

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

15. PET POLICY

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

16. CHANGES TO LEASE

a. This Lease, together with any future adjustments of rent or Dwelling Unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed and dated by both parties except as provided for above or hereafter:

b. The Schedule of Charges incorporated herein by reference may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such change including the reasons thereof, and further be given an opportunity to present written comments for consideration by MANAGEMENT.

c. The Conditions of Occupancy (House Rules), incorporated herein by reference, and other rules and regulations of MANAGEMENT may be modified from time to time by MANAGEMENT, provided that RESIDENT shall be given thirty (30) days written notice of such changes and shall be given an opportunity to present written comments for consideration by MANAGEMENT.

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

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

SCOPE and PURPOSE

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

APPLICABILITY

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

This grievance procedure shall not apply to:

1. Eviction or tenancy termination actions involving the following, where HUD has determined local law requires tenant be given an opportunity for hearing in court that provides basic elements of due process:
   a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of MANAGEMENT;
   b. Any violent or drug-related criminal activity on or off the premises; or
   c. Any criminal activity that resulted in felony conviction of a household member.

2. Class grievances

3. Disputes between residents that do not involve MANAGEMENT

4. The Grievance Policy also should not be used as a forum for initiating or negotiating policy changes between a group or groups of tenants and the MANAGEMENT’s Boards of Commissioners.

DEFINITIONS

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

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

“Hearing Officer” shall mean an impartial and unbiased person selected in accordance with this procedure to hear grievances and render a decision with respect thereto.
“Resident” shall mean any RESIDENT identified above who resides in the dwelling unit and executes the Lease with MANAGEMENT, or another adult person(s) who resides in the unit and is the remaining head of household for the family occupying the unit.

INFORMAL SETTLEMENT OF GRIEVANCES

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

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

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

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

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

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

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

PROCEDURES FOR OBTAINING A FORMAL HEARING

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

• The action or relief Complainant is seeking.

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

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

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

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

1. Any Hearing Officer must be an impartial and disinterested person who has no personal stake in the disputed action, other than the person who made or approved the decision that is under review or a subordinate of that person.

2. The Hearing Officer will be appointed by MANAGEMENT through an approved list of hearing officers or through another organization approved by the Executive Director of MANAGEMENT. The Complainant or any other party to the Grievance may challenge the selection of the Hearing Officer for good cause by filing an objection and stating the reasons for the challenge before the start of the formal hearing.

Escrow Deposit

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

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

1. The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records, and MANAGEMENT regulations that are relevant to the hearing;
   a. The resident will be allowed to copy any documents related to the hearing at a cost of 50 cents for the first page and 30 cents per page thereafter. Research time is to be compensated at $20 per hour or $5 per quarter hour or fraction thereof. The family must request discovery of MANAGEMENT documents no later than 12:00 p.m. on the business day prior to the hearing.

2. The right to be represented by counsel or other person chosen as his or her representative;

3. The right to a private hearing unless the Complainant requests a public hearing;

4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by MANAGEMENT, and confront and cross-examine all witnesses on whose testimony or information MANAGEMENT relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.

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

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

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

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

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

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

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

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

- The Grievance does not concern MANAGEMENT’s action or failure to act in accordance with or involving the Complainant’s Lease or MANAGEMENT regulations, which adversely affect the Complainant’s rights, duties, welfare or status.

- The decision of Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract and HUD and MANAGEMENT.

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

MANAGEMENT EVICTION ACTIONS

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

TO: Boards of Commissioners
Fresno Housing Authority

FROM: Preston Prince
CEO/Executive Director

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

SUBJECT: Directors Report - February 2018

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

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

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

Development Project Overview

<table>
<thead>
<tr>
<th>Name of Property</th>
<th>Status</th>
<th>Description/Type</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
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<td>541 @ South Tower and Cedar Heights</td>
<td>Stabilization</td>
<td>541 N. Fulton St and 4532 E. Hamilton Ave, Fresno, CA</td>
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<td>Project Name</td>
<td>Status</td>
<td>Address</td>
<td>Units</td>
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<tr>
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<td>-----------------------</td>
<td>-------------------------------------------------------------------------</td>
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<tr>
<td>Paseo 55</td>
<td>Stabilization</td>
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<td>Renaissance at Parc Grove</td>
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<td>Clinton and Angus, Fresno, CA</td>
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<td>Legacy Commons Phase II</td>
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<td>Memorial Village</td>
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<td>Oak Grove</td>
<td>Pre-Dev</td>
<td>595 Bigger Street, Parlier, CA</td>
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<td>Chinatown Project</td>
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<td>Planning and entitlement phases underway in anticipation of AHSC funding application next available round</td>
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**Project Highlights**

The Oak Grove project is projected to close on or around March 15, 2018. The new construction of 56 affordable housing units will commence immediately after closing. The Oak Grove project will entail the
demolition of fifty (50) Low Income Public Housing (LIPH) units in Parlier, CA. Oak Grove LIPH units were converted to the RAD program in 2017.

**HMD Update**

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<tr>
<th>City of Fresno</th>
<th>Property</th>
<th>Total # of Units</th>
<th>Total Vacant</th>
<th>Current Occupancy</th>
<th>Notice to Vacate</th>
<th>Approved Apps</th>
<th>Net Occupancy</th>
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<th>Approved Apps</th>
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Fresno County

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<th>Notice to Vacate</th>
<th>Approved Apps</th>
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<tr>
<td>Oak Grove Apts</td>
<td>49</td>
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</tr>
<tr>
<td>CO AMP 4 (Firebaugh)</td>
<td></td>
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<tr>
<td>Mendoza Terrace</td>
<td>50</td>
<td>3</td>
<td>94%</td>
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<tr>
<td>Mendoza Terrace II</td>
<td>39</td>
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<tr>
<td>Firebaugh Elderly</td>
<td>30</td>
<td>2</td>
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</tr>
<tr>
<td>Cardella Courts</td>
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</tr>
<tr>
<td>CO AMP 5 (Kerman/Biola/Mendota)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Helsiem Terrace</td>
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<td>Biola Apartments</td>
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<tr>
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<tr>
<td>Cazares Terrace</td>
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County of Fresno Continued

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<tr>
<th>Property</th>
<th>Total # of Units</th>
<th>Total Vacant</th>
<th>Current Occupancy</th>
<th>Notice to Vacate</th>
<th>Approved Apps</th>
<th>Net Occupancy</th>
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<td>Taylor Terrace</td>
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Mixed Family & Special Programs (County)

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<th>Current Occupancy</th>
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<tr>
<td>Cueva de Oso</td>
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<tr>
<td>Paseo 55</td>
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<tr>
<td>Memorial Village</td>
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<td>0</td>
<td>Under Construction</td>
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<td>Sunset Terrace II Mkt.</td>
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<td>6</td>
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<td>0</td>
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<td>70%</td>
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<tr>
<td>Orange Cove RAD</td>
<td>87</td>
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<tr>
<td>Citrus Gardens</td>
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<td>3</td>
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<td>83%</td>
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<td>Orchard Apartment (F/L)</td>
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<td>Parlier Migrant Center</td>
<td>131</td>
<td>130</td>
<td>1%</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td>Residents</td>
<td>Vacant</td>
<td>Vacant %</td>
<td>Vacant Repairs</td>
<td>Total Repairs</td>
<td>Repairs %</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------</td>
<td>--------</td>
<td>----------</td>
<td>----------------</td>
<td>---------------</td>
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</tr>
<tr>
<td>Mendota RAD</td>
<td>123</td>
<td>2</td>
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<td>0</td>
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<td>Mendota Farm Labor</td>
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</tr>
<tr>
<td>Granada Commons</td>
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<tr>
<td>Rio Villas</td>
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<tr>
<td>Firebaugh Family Apts</td>
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<tr>
<td>Maldonado Plaza</td>
<td>64</td>
<td>27</td>
<td>58%</td>
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<td>Seasonal</td>
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<td>Parkside Apts</td>
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<td>4</td>
<td>92%</td>
<td>1</td>
<td>1</td>
<td>92%</td>
</tr>
</tbody>
</table>

**HMD OPERATIONS**

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

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

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

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

Housing Choice Voucher (HCV) Leasing Update
During the month of January, the following leasing activities took place for the HCV City and County programs.

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

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

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

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

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

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

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

Resident Services
What Home Means To Me

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

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

Elementary

Middle
American Red Cross of Central California
Site(s): Rio Villas, Rios Terrace, and Granada Commons

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

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

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

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

**PARTNERSHIP**

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

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

<table>
<thead>
<tr>
<th>Project</th>
<th>Organization</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renaissance at Parc Grove</td>
<td>WestCare</td>
<td>Partner in the provision of services to property residents</td>
</tr>
<tr>
<td>Highway City multifamily housing development/Community Center</td>
<td>Highway City CDC</td>
<td>Planning partners, potential development partner, potential service providers</td>
</tr>
<tr>
<td></td>
<td>Central Community Church</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Granville</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Central Unified School District</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Economic Opportunities Commission</td>
<td></td>
</tr>
<tr>
<td>Department of Community Services and Development - Low Income Weatherization Program</td>
<td>Association for Energy Affordability GRID Alternatives</td>
<td>Partners in portfolio assessment, project planning and design, and incentive approval</td>
</tr>
<tr>
<td>Permaculture at Yosemite Village and Santa Clara</td>
<td>Fresno Metro Ministries Natural Resources Conservation Service</td>
<td>Partners in the development of the community gardens and a permaculture farm - grant fund acquisition and program management</td>
</tr>
<tr>
<td>Transformative Climate Communities: Solar and Energy Efficiency</td>
<td>GRID Alternatives</td>
<td>Partners in the submission of TCC funding applications</td>
</tr>
<tr>
<td></td>
<td>Fresno EOC</td>
<td></td>
</tr>
</tbody>
</table>
Fresno Madera Continuum of Care 2018 Point in Time Count
The Fresno Madera Continuum of Care (FMCoC) completed the 2018 Point in Time (PIT) on January 23-25, 2018. A record 192 volunteers from homeless service providers and the community participated on the first night. Volunteers included Fresno Housing staff including Deputy Director Tammy Townsend and Commissioner Steve Bedrosian. Final statistics from the count should be completed and submitted to the U.S. Department of Housing and Urban Development (HUD) in late May, early June.

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

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

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

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

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

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

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

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

**Information Technology**

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

**Administrative Services & Procurement**

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

The Facilities department is currently handling all the logistical needs of relocating staff due to renovations. Facilities has partnered with management to identify the removal and storage of items from the City
District Office (D2) to make room for the additional staff. This will take place the second week of March. The Facilities department is in the solicitation stage of a Quotes for Small Purchase (QSP) to re-carpet the Executive Office, Caucus Room, Board Room and stair wells. This carpet improvement will complete the overall interior improvements that were started in 2017.

**Finance & Accounting**

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

**Structure**

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

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

**Strategic Outreach**

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

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