

EXHIBIT “E”
LHTF NOFA



Local Housing Trust Fund Notice of Funding Availability

New Construction

Affordable Rental Housing

Planning and Development Department
Housing and Community Development Division

February 28, 2023

PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m., **April 17, 2023**)

CONTACT: Shin Ae Choi
PLANNING AND DEVELOPMENT DEPARTMENT
Email: shinae.choi@fresno.gov
Phone: (559) 621-8021

Development Opportunity

The City of Fresno (City) is soliciting proposals from housing development organizations to construct new affordable rental housing restricted to households with average incomes of no more than 60% Area Median Income (AMI) with a minimum of 30% of units supporting households with an average income of no more than 30% AMI. The selected developer(s) will be required to perform all aspects of development (i.e.: property acquisition, entitlement, environmental clearance, financing, and construction). As an incentive, the City is proposing to provide funding through the City of Fresno's Local Housing Trust Fund. Funding shall be used as gap financing for the development of affordable rental housing units within the project that carry a 55-year affordability covenant, in compliance with underwriting and loan requirements of Guidelines, Section 107 of the Health and Safety Code (HSC) Section 50842.1, 50842.2, 50843.5 and Section 54006(f). Funding will be provided as a simple interest loan at a rate no higher than three percent per annum, for payment of predevelopment costs, acquisition, or construction. Upon selection of a proposed project(s), the City and developer will enter into a funding agreement for a proposed project.

Applications received in response to prior Notices of Funding Availability will also be considered for funding by the City.

► Scope of Work

The City of Fresno is requesting proposals from qualified and experienced developers for new construction of affordable rental housing developments restricted to households with average incomes of no more than 60% AMI with a minimum of 30% of units to support households with an average income of no more than 30% AMI.

Eligible Activities

Construction of new affordable housing

- **Non-Traditional Housing Units** - May include Tiny Homes, Accessory Dwelling Units (ADU), Cottages or other structure that fit the requirements as defined in this bid request.
- **Traditional Multifamily** – May include multiple separate housing units for residential inhabitants contained within one building or several buildings within one complex.

All units must comply with California Building Standards Code, City of Fresno Building Codes, and the Housing Quality Standards of the United States Department of Housing and Urban Development (HUD), 24 CFR 982.401.

The work to be performed by the selected developer(s) includes, but is not limited to, the following:

- Acquire the affordable housing site and complete construction of the project
- Obtain all necessary entitlements including a rezone, plan amendment, and final subdivision map (if applicable)
- Obtain all the necessary utilities for the property (electricity, gas, sewer, water, cable, garbage, etc.)
- Construct the required on- and off-site improvements

- Commission environmental assessments and studies (CEQA and NEPA) and comply with mitigation measures
- Work collaboratively with City Housing and Community Development Division staff on all aspects of the development including design, financing, construction, and monitoring
- Obtain the necessary bonds and insurances
- Work with community and/or neighborhood groups as part of the planning process
- Secure senior financing to complete development of the project

These units are to meet or exceed the following specifications (as defined in 24 CFR 982.401):

- Each unit is to be at minimum 288 square feet
 - Each unit is to be designed for an individual or family
- Each unit is to include a living room, kitchen area, and bathroom
 - Living room must have at least one window, two electrical outlets, and reasonable space for a bed for sleeping for an individual or family
 - Kitchen area must include an oven, and a stove or range, a refrigerator suitable for an individual or family, a kitchen sink, at least one electrical outlet, at least one permanent ceiling or wall light fixture, and space for storage/preparation/serving of food
 - Bathroom must be located in a separate private room and have a flush toilet, a fixed sink basin, a shower or tub, at least one openable window or exhaust ventilation, and at least one permanent ceiling or wall light fixture
- Each unit must provide appropriate cooling and heating mechanisms to maintain a thermal environment healthy for the human body
- Each unit must have exterior doors that are lockable
- Each unit must include at least one battery-operated or hard-wired smoke detector
- Each unit must be single-level (no loft sleeping areas accessible by stairs)

Each bidder is responsible for reviewing and ensuring that their proposal meets the standards as referenced above. The minimum specifications as defined above is not meant to be an exhaustive list for bidders, but a baseline guide. There must be compliance with all codes as defined in this section for the bid to be considered responsive. It is expected that each bidder will provide at least rough plans of their proposed units.

► **Construction Allocation**

- \$4,750,000 million dollars from the City of Fresno's Local Housing Trust Fund is available for this project.

► **Selection Criteria**

Prioritized Factors

In awarding projects, funding shall be prioritized for the following:

- Community Need – Projects that include a documented community need such as publicly accessible plazas or parks, a healthy food grocery store or medical facilities (10 pts)
- Adaptive Reuse – Projects that transform old building into new residences (9 pts)
- Location – Projects that promote new affordable housing in areas of high-opportunity (8 pts)
- Climate Change – Projects that are designed to reduce the impact of climate change (7 pts)
- Universal Design – Projects that include accessibility into their design so that people of all ages and abilities can live their lives (6 pts)
- BIPOC/Women Led – Projects that are led by or committed to hiring local Black, Indigenous, People of Color (BIPOC) and women-owned businesses (5 pts)
- Nonprofit Led – Projects that are led by non-profit entities whose mission is related to affordable housing, community empowerment and/or neighborhood development (4 pts)
- Construction Type:
 - Non-Traditional Housing – May include Tiny Homes, Accessory Dwelling Units (ADU), Cottages or other structure that fit the requirements as defined in this bid request (10 pts)
 - Traditional Multifamily – May include multiple separate housing units for residential inhabitants are contained within one building or several buildings within one complex (5 pts)

Selection will be based on the following (one point for each):

- Demonstrated ability to perform
- Have site control, an executed Purchase and Sale Agreement, or be in written negotiations with the property owner
- History of successful completion of at least five similar projects
- Documentation of meeting projected deadlines within budget
- Key personnel experience with the proposed project type
- Submittal of a current signature authorization by minute order or Resolution to enter into a funding agreement with the City for a specified amount of funds
- If providing funds to the project, submittal of a Resolution of Board commitment of funds to the project, by project name, no general Resolutions
- Leverage City funds with other local, State, federal or private funding
- Generate additional revitalization in the area, instill community pride, and transmit a positive change in the surrounding neighborhood
- Local developer or have an office located in the City of Fresno
- Infill development that utilizes the capacity of the City's existing infrastructure
- Create local construction jobs for the duration of the project
- Be near amenities such as grocery stores, banking, schools

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- Within one mile of a Fresno Area Express bus stop
 - Aesthetically pleasing design and quality construction
 - Evidence of solid and viable financing structure
 - Provide accessibility of the units to low-income households
 - Ability to comply with City insurance requirements (non-negotiable)
 - Residential square foot/unit cost indicative of the housing type
 - Experience utilizing federal and State funding
 - Commission environmental reviews
 - Higher density development preferred for multifamily
 - Incorporation of the City's "Green" building methods
 - Compliance with the City's Universal Design Ordinance (2008-53)
 - Condition of existing properties (if any)
 - Market study completed by a third party showing the need for the project
 - Demonstrated alignment with the City's One Fresno Housing Strategy
 - Projects that include two- or three-bedroom units at an affordability level of 30-60% AMI will receive preference

► **Consistency with Housing Objectives**

Projects assisted with City funds must demonstrate consistency with one or more of the City's housing goals, priorities and objectives as follows:

- Housing Rehabilitation and Acquisition Improve the affordable housing stock for lower income households.
- New Construction of Affordable Housing Increase affordable housing opportunities, especially those with five or more household members or members with special needs.
- Redevelopment and Relocation Provide increased affordable housing opportunities and assistance for those displaced through either code enforcement or redevelopment.
- Permanent Housing for Homeless Persons Provide housing for homeless individuals and those in danger of becoming homeless.

► **Submission Instructions and Requirements**

Submit one cover letter, one application, and supporting documents per project on a USB flash drive to the address and room below by, or before 3:00 p.m. on April 17, 2023.

City of Fresno
Housing and Community Development Division
Attention: Shin Ae Choi, Real Estate Finance Specialist I
2600 Fresno Street, Room 3065
Fresno, CA 93721

The City of Fresno reserves the right to reject any and all proposals.

► **Technical Assistance and Questions**

There will be no on-site technical assistance workshops for this NOFA. Developers may submit questions via email Monday through Thursday between the hours of 8:00 a.m. - 5:00 p.m. to:

shinae.choi@fresno.gov. A response will be provided via email by the end of the following day. Developers applying for the first time may contact Corrina Nunez, Project Manager, at (559) 621-8021 or by email at: shinae.choi@fresno.gov for one-on-one assistance.

Proposers shall **not** contact any City official/representative during the NOFA process other than that specified as proposal contact listed above.

► **Review, Recommendation, Approval**

Review – A Project Manager will perform an initial technical review and analysis of the applications for eligibility, feasibility, and completeness. The department Project Manager may interview development teams, contact references, investigate previous projects, and current commitments, and conduct any other type of inquiry and investigation necessary to determine the qualifications to deliver the proposed project. Incomplete or ineligible applications will be eliminated from further funding consideration. Developers may be requested to submit additional or clarifying information.

Recommendation – Housing and Community Development Division staff familiar with the development process will rank the proposed projects for review by the Planning Director, in consultation with the City's administration, for a determination of which project(s) will be recommended to City Council for approval.

Approval – City Council has final approval of funding to a proposed project(s).

► **Terms and Conditions**

The City reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of the proposal and selection process. If such an action occurs, the City will notify all interested parties.

Prior to entering into a funding agreement with the City, it is expected that the prospective development team will complete their own due diligence of their selected site(s).

All applications received by the City for funding consideration will not be returned to the applicant. The cost of preparing applications shall be borne by the respondent.

Completion of this proposal/application process in no way guarantees or commits City funding to a proposed project. The Housing and Community Development Division reserves the right to:

- Request clarification of the information submitted
- Request additional information from any applicant responding to this NOFA
- Award funds to the next most feasible project, if the successful applicant does not execute an agreement within the applicable timeframe after notification of initial funding recommendation
- Reject any application that does not address the items listed in the NOFA
- Negotiate with selected applicants
- Reject all applications submitted at its sole and absolute discretion
- Accept application(s) that it considers to be in the interest of the City, with or without negotiation
- Waive any informality or minor irregularity when in the best interest of City to do so
- Have no obligation to enter into an agreement with any party responding to this NOFA

► **City Insurance and Indemnity Requirements (non-negotiable)**

Insurance Requirements.

(a) Throughout the life of this Agreement, DEVELOPER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than “A-VII” in the Best’s Insurance Rating Guide, or (ii) as may be authorized in writing by CITY’S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, DEVELOPER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve DEVELOPER of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by DEVELOPER shall not be deemed to release or diminish the liability of DEVELOPER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DEVELOPER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage
\$2,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations
\$4,000,000 general aggregate applying separately to work performed
under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) BUILDERS RISK (Course of Construction) insurance, obtained by the DEVELOPER or subcontractor in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTOR POLLUTION with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

\$1,000,000 per occurrence
\$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the DEVELOPER pursuant to the SLFRF Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for lead based environmental hazards. In the event the DEVELOPER involves any asbestos environmental hazard (e.g., asbestos remediation), the DEVELOPER's Pollution Liability insurance policy shall be endorsed to include coverage for asbestos environmental hazards. In the event the SLFRF Agreement involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

UMBRELLA OR EXCESS INSURANCE

In the event DEVELOPER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the DEVELOPER shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, the DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The General Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so the DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.
- (iv) The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.
- (v) If the DEVELOPER maintains higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by the DEVELOPER.
- (vi) The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the CITY as loss payee.
- (vii) All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

The DEVELOPER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY's Risk Manager or his/her designee before work commences. Upon request of the CITY, the DEVELOPER shall immediately furnish the CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

In the event of a partial or total destruction by the perils insured against of any or all of the work

and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, the DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse the DEVELOPER or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

SUBCONTRACTORS

If DEVELOPER subcontracts any or all of the services to be performed under this Agreement, DEVELOPER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the CITY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

INDEMNIFICATION

To the furthest extent allowed by law, DEVELOPER shall indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, the DEVELOPER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. The DEVELOPER's obligations under the preceding sentence shall apply regardless of whether the CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active negligence or by the willful misconduct of the CITY or any of its officers, officials, employees, agents, or volunteers.

If DEVELOPER should subcontract all or any portion of the work to be performed under this Contract, DEVELOPER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

PROPERTY INSURANCE

The DEVELOPER shall maintain in full force and effect, throughout the remaining life of this Agreement, a policy or policies of property insurance acceptable to the CITY, covering the Project premises, with limits reflective of the value of the Project premises upon issuance of the Certificate of Completion or substantial completion of the project referenced in this agreement, including fire and Extended Comprehensive Exposure (ECE) coverage in an amount, form, substance, and quality as acceptable to the CITY's Risk Manager. The CITY

shall be added by endorsement as a loss payee thereon.

BOND OBLIGATIONS

The developer or its General Contractor shall obtain, pay for, and deliver good and sufficient payment and performance bonds along with a Primary Obligee, Co-Obligee or Multiple Obligee Rider in a form acceptable to the City from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California and Treasury-listed, in a form satisfactory to the City and naming the City as Obligee.

- (i) The "Faithful Performance Bond" shall be at least equal to one hundred (100) percent of the developer's estimated construction costs as reflected in the developer's pro forma budget, to the guarantee faithful performance of the Project, within the time prescribed, in a manner satisfactory to the City, consistent with this agreement, and that all material and workmanship will be free from original or developed defects.
- (ii) The "Payment Bond" shall be at least equal to one hundred (100) percent of construction costs approved by the City to satisfy claims of material supplies and of mechanics and laborers employed for this Project. The bond shall be maintained by the developer in full force and effect until the Project is completed and until all claims for materials and labor are paid and as required by the applicable provisions of Chapter 7, Title 15, Part 4, Division 3 of the California Civil Code.
- (iii) The "Material and Labor Bond" shall be at least equal to one hundred (100) percent of the developer's estimated construction costs as reflected in the developer's pro forma budget, to satisfy claims of material supplies and of mechanics and laborers employed for this Project. The bond shall be maintained by the developer in full force and effect until the Project is completed, and until all claims for materials and labor are paid, released, or time barred, and shall otherwise comply with any applicable provision of the California Code.
- (iv) In lieu of the bonds required above, the City, in its sole discretion, may accept from the developer an Irrevocable Standby Letter of Credit issued with the City named as the sole beneficiary in the amounts(s) of the bonds required above. The Standby Letter of Credit is to be issued by a bank, and in the form, acceptable to the City. This Irrevocable Standby Letter of Credit shall be maintained by the developer in full force and effect until the City is provided with a recorded Notice of Completion for the construction of the Project and shall be subject to and governed by the laws of the State of California.

The City encourages minority- and women-owned firms to submit applications consistent with the City's policy to ensure that minority- and women-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services.

No person shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any financial assistance program or activity funded in whole or in part with federal or State program funds made available through the City of Fresno.

Affordable Housing Development Application

Check-off List Separate sections with a tab and number accordingly			X
Section	Section Heading	Attachment/Documents	
1	Project Summary	• First three pages	<input type="checkbox"/>
2	Project Description	• Narrative (one page) • Pictures • Attachments	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3	Meeting Program Priorities	• Narrative	<input type="checkbox"/>
4	Site and Project Readiness	• Narrative (one page) • Zoning & Local Approval • Site Control Documentation • Phase I, Phase II, etc.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5	Project Schedule	• Scope of Work (one page)	<input type="checkbox"/>
6	Tenant Relocation Plan	• Narrative (if applicable) (one page)	<input type="checkbox"/>
7	Experience: Applicant/Development Team	• Narrative • Resumes • Form: Completed projects/projects under development/properties owned (one page)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8	Consistency with Federal/ Local Funding Requirements	• Program Consistency/ Plan Consistency	<input type="checkbox"/>
9	Underwriting templates or comparable worksheets	• Template all pages (include: budget, sources and uses, cash flow statement, rents, income, etc.)	<input type="checkbox"/>

SECTION 1 - PROJECT SUMMARY

Organization Name: _____

Address: _____

Federal Tax I.D. Number: _____

Organization Type (check all that apply):

- ☐ Local Government
- ☐ Housing Authority
- ☐ Non-Profit Community Based Organization
- ☐ Regional Non-Profit Housing Assistance Organization
- ☐ Statewide Non-Profit Housing Assistance Organization
- ☐ Qualified Tenant Organization
- ☐ Private Development Corporation/Individual
- ☐ Community Housing Development Organization (CHDO)
- ☐ Community Based Development Organization
- ☐ Community Development Corporation

Executive Director Name: _____

Phone: _____ E-mail: _____

Project Contact Name: _____

Contact Organization: _____

Address: _____

Phone: _____ E-mail: _____

PROJECT SUMMARY CONTINUE

Project Name: _____

Project Address or Location: _____

Assessor's Parcel Number(s): _____

City Council District: _____

For Housing Stock Only (check one):

- ☐ Existing Privately Owned
☐ Existing Publicly Owned
☐ Other (please specify): _____

Project Activities (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Acquisition | <input type="checkbox"/> Independent Seniors |
| <input type="checkbox"/> Rehabilitation (Single Family) | <input type="checkbox"/> Housing for the Homeless |
| <input type="checkbox"/> Rehabilitation (Multi-Family) | <input type="checkbox"/> Homeownership |
| <input type="checkbox"/> New Construction (Single Family) | <input type="checkbox"/> Housing for Farmworkers |
| <input type="checkbox"/> New Construction (Multi-Family) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> HUD/USDA Preservation | |

Target Populations

Length of Commitment to Target Population: ☐ 55 years for rental housing

Number of Units/Beds per Special Needs Populations: ☐ Check if Not Applicable

Units	Beds	Population
		Mentally Ill
		Developmentally Disabled
		Domestic Violence
		Frail Elderly
		Homeless
		At Risk of Homelessness
		HIV/AIDS
		Alcohol/Substance Abuse
		Youth Under Age 21
		Other: _____

PROJECT SUMMARY CONTINUE

Proposed Number of Units Per Bedroom Count and Income. Place an asterisk next to the City-funded units. Include the square foot of the units.

% Median Income	Studio/ sq. ft.	1-bed /sq. ft.	2-bed /sq. ft.	3-bed /sq. ft.	4-bed /sq. ft.	5-bed /sq. ft.	Totals
Totals							

Construction and Perm Funding Sources and Total Development Cost

RESIDENTIAL NEW CONSTRUCTION			
Source (Insert Name)	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding Amount
LHTF			
Total			
RESIDENTIAL PERMANENT			
Source	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
Total			
TOTAL DEVELOPMENT COST			
	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
TOTAL			

Original Signature of Authorized Official (attached Board/company Resolution) Electronic signature is acceptable.

Signature: _____
 Title: _____
 Name: _____
 Date: _____

SECTION 2 - PROJECT DESCRIPTION

Limit narrative to one page

Provide a complete description of the project activity and the population to be served.

Include the following:

- Describe the property to be acquired, constructed and/or substantially rehabilitated. Include the acreage, square footage, physical description of the proposed project that includes the bedroom/bathroom size, number of stories, type of construction, layout of the buildings on the site, and any other unique features of the proposed project. If there is a community room within the project, provide the square footage. If parking is being provided, include the square footage.
- If the project is substantial rehabilitation, include the number and type of the existing buildings, provide the original construction date, and provide any engineering assessments completed for the structures. Explain why the substantial rehabilitation is preferred over new construction. If the project is substantial rehabilitation, include a capital needs assessment, if available.
- If the developer already owns the project site(s), provide the date of acquisition, purchase price, appraisal, and deed.
- Provide a detailed description of any on- and off-site improvements, including map, pictures, aerial photos, etc.
- Describe any environmental mitigation or abatement issues for the project/site.
- Provide a description of the type of household to be served, including information such as the number of tenants, the size and description of the households, and known special characteristics of tenants (i.e., age, disabilities, special needs, seniors, etc.). Also include a description of the living arrangement (i.e., individual apartments, shared housing with onsite management, etc.).
- If a property management company has been selected, provide a copy of the signed agreement.
- Explain how the selected design features is compatible with the housing needs of the target population.
- Describe the project location and the surrounding neighborhood. Include a discussion of the transportation options, amenities, nearby health and medical services, schools, etc.

SECTION 3 - MEETING PROGRAM PRIORITIES	Limit narrative to one page
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- Describe how the project is consistent with the City's priorities as outlined in the following documents:
 - 2015-2023 Housing Element at <https://www.fresno.gov/darm/wp-content/uploads/sites/10/2018/01/FresnoHEAdoptedApril2017smallfile.pdf>
 - 2020-2024 Consolidated Plan at <https://www.fresno.gov/darm/wp-content/uploads/sites/10/2020/08/2020-2024-Consolidated-Plan.pdf>
 - 2022-2023 Annual Action Plan at <https://www.fresno.gov/darm/housing-community-development/#tab-04>
 - 2021-2022 HOME-ARP Allocation Plan at <https://www.fresno.gov/darm/housing-community-development/>
 - 2020-2024 Permanent Local Housing Allocation (PLHA) 5-Year Plan at <https://www.fresno.gov/darm/housing-community-development/#tab-04>
 - One Fresno Housing Strategy at <https://www.fresno.gov/mayor/>
 - 2035 General Plan at <https://www.fresno.gov/darm/general-plan-development-code/#tab-01>
 - Homeless Continuum of Care Plan (if applicable)
 - Housing plans or programs for group of individuals with special needs (if applicable)

SECTION 4 - SITE AND PROJECT READINESS	Limit narrative to one page
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Discuss any issues with site control, zoning, special permits, environmental hazards and how they can be resolved in a timely manner.

Include the following:

- Status of site control. If in discussions with a property owner, provide a written agreement or a similar written commitment. If in negotiations with the owner for the property, provide a proposed Purchase and Sale Agreement or written correspondence between the owner and developer.
- Status of the architectural plans and design elements.
- Description of all proposed and firm financing sources and a plan for obtaining additional financing including a timeline. Provide any letters of commitment.
- Proposed project consistency with existing zoning and permit process. If not, describe the steps necessary to alleviate the inconsistency.
- Describe how any required mitigation of existing conditions noted in the environmental assessment, Phase I, Phase II, and any special study prepared for the site will be addressed.
- Substantial rehabilitation projects shall include a discussion for abatement of asbestos, lead-based paint, and/or mold as noted in the environmental documents and studies.
- If substantial rehabilitation, describe how ADA features will be introduced.
- Include any final environmental documents completed.

SECTION 5 - PROJECT SCHEDULE

Provide a detailed timeline for completion of major milestones related to the project. Identify all key aspects as well as the dates when all funding sources will be secured. Assume that the available funding will be available, if awarded, by May 2023.

The project schedule should indicate that all proposed and conditional funds will be committed within six months of the award of City funding and that the project **must** commence construction within one year of the City funding agreement execution and **must** be completed within four years of the agreement execution.

List each task in chronological order, the projected completion date, and the responsible party to complete the task. At a minimum, show the projected dates for commitment of all funding sources, any land use approvals, and date of property acquisition and construction commencement.

Schedule of Milestones		
Task	Projected Completion Date	Responsible Party
Submit Application	April 17, 2023	Applicant

Describe any aspects of the project that may lead to delays and how the schedule will be adapted to respond.

SECTION 6 - TENANT RELOCATION PLAN

Limit narrative to one page

If relocation is required (**STOP**) read carefully. If not, skip to Section 7.

Relocation benefits are triggered under the Uniform Relocation Act (“URA”) when a resident is displaced permanently or temporarily. If a proposed development is partially or fully occupied, a relocation plan must be submitted concurrently with this application and the applicant is required to contact the Project Manager for instruction on tenant notification.

A relocation plan should describe the process to be used for permanent or temporary relocation and how these activities will be funded.

- List availability of comparable replacement units
- Include a budget for relocation with estimates
- Describe how the relocation plan is consistent with the relocation requirements of the funding sources anticipated for the project
- Include sample letters to the tenants
- Include consultant information if applicable

SECTION 7 - EXPERIENCE

Limit narrative to one page

Demonstrate in narrative form how the skills and experience of the development team are appropriate to the size and complexity of the proposed project.

- Describe the applicant’s experience and capacity to develop the housing type proposed.
- Describe the applicant’s experience with the utilization of HOME/CHDO/CDBG/HOME-ARP/PLHA funds or other public funds.
- List key development team members, including consultants such as legal counsel, architects, engineers, planners, General Contractor, property manager, etc. and their qualifications. Attach current resumes and agreements.
- Identify the roles of key individuals in the development team (Development Director, Project Manager(s), Project Coordinator(s), etc.). Attach current resumes.
- Provide a fully executed Minute Order or Resolution identifying the person(s) with the authority to represent and make legal binding commitments on behalf of the organization. The Resolution must be project specific and include the amount and type of funding requested.
- If the applicant is also providing funds to the project, provide a fully executed Minute Order or Resolution outlining the funding commitment to the project.
- Identify any legal action, bankruptcies, or lawsuits currently involving the organization.

EXPERIENCE (CONTINUED)

Complete one form with the organization's information and a second form with the developer's information (if separate entities). Must show at least five prior completed projects.

COMPLETED PROJECTS

Name	Location	# of Units	Year Completed	Total Project Cost	Sources of Financing

PROJECTS UNDER DEVELOPMENT: Include all projects currently under construction or projects for which you plan to seek funding in the next 6 months or have received at least one funding commitment.

Name	Location	# of Units	Funding Status	Begin Construction	Complete Construction	Key Staff

OTHER COMMERCIAL AND/OR RENTAL PROPERTIES OWNED

Include all commercial and rental properties owned by the applicant and all primary principals, owners, board members and/or development consultants of the organization (attach additional pages if necessary).

Name	Location	# of Units	Management Agency/Name

SECTION 8 - CONSISTENCY WITH FEDERAL/STATE/LOCAL FUNDING REQUIREMENTS

Limit narrative to one page

Developments funded in part with HOME/CHDO/CDBG/HOME-ARP/PLHA funds are subject, but not limited, to applicable federal and state laws. LHTF Funds may be subject, but not limited to applicable federal and state laws, including the State of California Department of Housing and Community Development Local Housing Trust Fund guidelines issued April 2020. The Guidelines implement, interpret, and make specific Health and Safety (HSC) Sections 50842.1, 50842.2, and Section 54006(f), which govern the Local Housing Trust Fund Program (LHTF or LHTF Program). Any, or all, of the following may be part of the funding agreement between the City and the developer's organization.

- Equal Opportunity and Fair Housing at 24 CFR § 92.350
- Affirmative Marketing at 24 CFR § 92.351
- Tenant Selection and Participation at 24 CFR § 92.303
- Environmental Review at 24 CFR § 92.352
- Layering Review at Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, 24 CFR § 91.92.250(b), and CPD Notice 98-01
- Davis Bacon and Related Acts at 24 CFR § 92.354 (12 or more HOME-funded units)
- Lead-Based Paint at 24 CFR § 92.355
- City of Fresno Universal Design Ordinance (No. 2008-53)
- Debarment and Suspension at 24 CFR § 92.350 and E.O. 12549 and 12689
- Section 504 of the Rehabilitation Act of 1973 at 29 USC § 794
- Minority Business Enterprise/Women's Business Enterprise at 24 CFR § 92.351(b)
- Equal Opportunity and Housing, E.O. 11063
- Civil Rights Act of 1968, Title VIII § 19.01.203
- Drug-Free Workplace Act of 1988 (42 USC § 701), in accordance with the Act and with HUD regulations at 24 CFR Part 24, subpart F
- Byrd Anti-Lobbying Amendment at 31 USC § 1352
- National Environmental Policy Act of 1969, 42 USC § 4321, et seq.
- Copeland "Anti-Kickback" Act at 18 USC § 874, as supplemented by Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"
- Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor
- Contract Work Hours and Safety Standards Act at 40 USC § 327-333, as supplemented by Department of Labor Regulations at 29 CFR Part 5, in regards to the construction and management of the proposed project
- Property Standards at 24 CFR § 92.251
- Project Requirements at 24 CFR Part 92, Subpart F, as applicable and in accordance with the type of project assisted
- Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs and applicable regulations at 42 USC 61 Sec. 4601, 49 CFR 24, 42 USC 69 Sec. 5304, 24 CFR 570.606 (a-g), 24 CFR 92.353
- Violence Against Women Act (VAWA), 24 CFR 92.359 and 24 CFR 92.504(c)(3)(v)(F), including but not limited to notice requirements, obligations under emergency transfer plan,

bifurcation of lease requirements, imposition of requirements for the duration of the period of affordability, and inclusion of VAWA lease addendum requirements.

- Broadband infrastructure requirements for new housing and rehabilitation projects as set forth in 24 CFR 92.251.

SECTION 9 – UNDERWRITING TEMPLATES

Include underwriting templates that provide project financial information (i.e., Construction budget, permanent phase budget, 55-year cash flow statement, gap financing analysis, property management itemized costs, rents, utility allowance, income level, itemized development budget, etc.).

- Multi-Family Underwriting template can be found at the HUD Exchange at: <https://www.hudexchange.info/resource/2468/home-multifamily-underwriting-template/>
- Sufficient financial information to complete thorough underwriting.
- If, this is a Low-Income Housing Tax Credit project, provide a copy of the application on a USB flash drive.