

City of



HOME Investment Partnerships Program Notice of Funding Availability

**New Construction
Substantial Rehabilitation
Multi-Family or Single-Family
Housing**

Planning and Development Department
Housing and Community Development Division

July 9, 2020

Development Opportunity

The City of Fresno (City) is seeking applications from housing development organizations to construct new affordable housing or complete substantial rehabilitation to existing housing. 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 up to approximately \$1,914,100 in HOME Investment Partnerships Program (HOME) funding, and up to \$519,012 in Community Housing Development Organization (CHDO) funding to a City-certified CHDO. HOME and CHDO funding shall be used as gap financing for the development of affordable housing units within the project that carry a 55-year affordability covenant for multi-family housing and a 30-year affordability covenant for single-family housing. HOME funds will be provided as a low interest loan payable from the property's residual receipts or as hard debt for a multi-family housing project, and as interim construction financing that converts to permanent mortgage assistance to a homebuyer for a single-family housing project. Upon selection of a proposed project(s), the City and developer will enter into a HOME and/or CHDO Agreement for project funding.

► Scope of Work

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

- Acquire the affordable housing site
- 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, garbage, etc.)
- Construct required on- and off-site improvements
- Commission environmental assessments and studies (CEQA and NEPA) and comply with mitigation measures
- Work collaboratively with City staff on all aspects of the development including design, financing, construction, and monitoring
- Obtain the necessary insurances
- Work with community and/or neighborhood groups as part of the planning process
- Secure senior financing to complete development of the project

► Selection Criteria

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

- Demonstrated ability to perform
- History of successful completion of similar projects
- Documentation of meeting projected deadlines within budget
- Key personnel experience with the proposed project type
- Submittal of a current (within three months) signature authorization by minute order or Resolution to enter into a HOME Agreement with the City for a specified amount of

funds

- Leverage City HOME and/or CHDO Program funds with other local, State, federal or private funds
- 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
- In close proximity to amenities such as grocery stores, banking, schools, and 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 cost indicative of the housing type
- Experience utilizing federal funds
- Commission environmental reviews
- Higher density development
- 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 showing the need for the project

► **Consistency with Housing Plans**

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

- City of Fresno 2020-2024 Consolidated Plan - Strategic Plan Affordable Housing Priority Need. New construction of affordable rental housing units, focusing on infill opportunities with good access to existing public infrastructure; preservation of the city's existing affordable housing supply through substantial rehabilitation; and construction and rehabilitation of housing for persons with disabilities.
- 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 members or 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 Requirements**

One completed HOME Program application with attachments and supporting documentation.

► **Submittal Instructions**

Submit an original hard-copy application with attachments in a 3-inch 3-ring binder and deliver to the City of Fresno by 5:00 p.m. on August 31, 2020.

Application binders shall be addressed to:

City of Fresno
Housing and Community Development Division
Attention: Corrina Nunez, Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721

► **Technical Assistance**

Due to COVID-19 distancing protocols, there will be no on-site technical assistance workshops for this NOFA. Submit questions via email Monday through Thursday between the hours of 8:00 a.m. to 4:00 p.m. to: corrina.nunez@fresno.gov. A response will be provided via email by the end of the day that the question was submitted. Developers submitting an application for the first time may contact Corrina Nunez, Project Manager at (559) 621-8506 for one-on-one assistance.

► **Review, Selection Process, Recommendation, Approval**

Review - A HOME Program Project Manager will perform an initial technical review and analysis of the applications for eligibility, feasibility and completeness. The 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.

Selection Process – Housing and Community Development Division staff and other City staff familiar with the development process will assist in the review. Based on staff's evaluations of the applications, an initial ranking of the projects will be proposed to Planning and Development Department Director, City Manager and/or Mayor's office.

Recommendation – After all the necessary reviews, comments, and direction, staff will make an initial funding recommendation to the Housing and Community Development Commission who will then make its recommendation to the Fresno City Council.

Approval - City Council is the final approval of HOME and/or CHDO funding to a 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 ranking process. If such an action occurs, the City will notify all interested parties.

Prior to entering into a HOME Program 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 HOME and/or CHDO funding consideration will not be returned to the applicant. The cost of preparing applications shall be borne by the respondent and shall not be reimbursed by the City.

The City of Fresno 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 any and 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

Completion of this proposal/application process in no way guarantees or commits City HOME and/or CHDO funds to a proposed project.

► **Application Questions**

City of Fresno
Housing and Community Development Division
Corrina Nunez, Project Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
(559) 621-8506
Corrina.Nunez@fresno.gov

Proposers shall **not** contact any City official/representative during the NOFA process other than that specified as Housing and Community Development Division staff.

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

(a) Throughout the life of the HOME Agreement, the 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 the 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 the 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 HOME Agreement or any extension, the developer or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this HOME Agreement shall be discontinued immediately, and all payments due or that become due to the developer shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate the HOME Agreement. No action taken by the City pursuant to this section shall in any way relieve the developer of its responsibilities under the HOME Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the 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 the developer shall not be deemed to release or diminish the liability of the developer, including, without limitation, liability under the indemnity provisions of the HOME Agreement. The duty to indemnify the 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 the developer. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the 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:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage 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 not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance - The developer, or General Contractor if developer subcontracts with such, shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance limits of liability not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. Commercial General Liability

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. Commercial Automobile Liability

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and employer's liability with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. Builders Risk (Course of Construction) insurance in an amount equal to the completed 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.)

5. Contractors' Pollution Legal Liability (limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence or claim; and,
- (ii) \$2,000,000 general aggregate per annual policy period.

In the event the HOME Agreement involves any lead based, mold or asbestos environmental hazard, either the Commercial Auto policy or other appropriate insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering:

- (a) materials to be transported by the applicant pursuant to the HOME Agreement.
- (b) In the event the HOME Agreement involves any lead-based environmental hazard (e.g., lead based paint), and/or asbestos environmental hazard (e.g., asbestos remediation), and/or mold environmental hazard (e.g., mold remediation) the Commercial Pollution Liability insurance policy or other appropriate policy shall be endorsed to include coverage for lead-based environmental hazards and/or asbestos environmental hazards and/or mold environmental hazards and “microbial matter including mold”.

Umbrella or Excess Insurance - In the event the 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 - The developer shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the developer shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City’s Risk Manager or his/her designee. At the option of the City’s Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, officials, employees, agents and volunteers; or
- (ii) The developer shall provide a financial guarantee, satisfactory to the City’s Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions/Endorsements

- (i) All policies of insurance required herein 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 days written notice has been given to the City, except ten (10) days for nonpayment of premium. The developer is also responsible for providing written notice to the City under the same terms and conditions. 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

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- 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 Commercial General and Automobile Liability insurance policies shall be written on an occurrence form. The Contractors Pollution Liability insurance policy shall be written on either an occurrence form, or a claims-made form.
 - (iii) The Commercial General, Automobile and Contractors Pollution Liability insurance policies shall be endorsed to name the City, its officers, officials, agents, employees and volunteers as an additional insured. The developer shall establish additional insured status for the City and for all ongoing and completed operations under both Commercial General and Commercial Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: CG 20 10 11 85 or both CG 20 10 & CG 20 37.
 - (iv) 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. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and volunteers. 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.
 - (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated minimum limits.
 - (vi) For any claims related to the HOME Agreement, the developer's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees and volunteers shall be excess of the developer's insurance and shall not contribute with it.
 - (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to the City, its officers, officials, agents, employees and volunteers.
 - (viii) The Builder's Risk Insurance shall have the policy endorsed to provide the City of Fresno to be named as Loss Payee.

All certificates and applicable endorsements shall be reviewed and approved by the City's Risk Management Division prior to the City's execution of the HOME Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a

licensed and authorized agent or broker. Upon request of the City, the developer shall immediately furnish the City with a complete copy of any insurance policy required under the HOME Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. All subcontractors working under the direction of the developer shall also be required to provide all documents noted herein.

Claims-Made Policies - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the HOME Agreement or the commencement of work by the developer.
- (ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or termination of the HOME Agreement, whichever first occurs.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the HOME Agreement, or work commencement date, the developer must purchase “extended reporting” period coverage for a minimum of five (5) years after completion of the work or termination of the HOME Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to the City for review.
- (v) These requirements shall survive expiration or termination of the HOME Agreement.

Maintenance of Coverage - If at any time during the life of the Agreement or any extension, the developer or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under the HOME Agreement shall be discontinued immediately until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate the HOME Agreement. No action taken by the City hereunder shall in any way relieve the developer of its responsibilities under the HOME Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by the developer shall not be deemed to release or diminish the liability of the developer, including, without limitation, liability under the indemnity provisions of the HOME Agreement. The duty to indemnify the 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 the developer. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the developer, its principals, officers, agents, employees, persons under the supervision of the developer, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Subcontractors - If DEVELOPER subcontracts any or all of the services to be performed

under this Agreement, the developer shall require, at the discretion of the City's 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's Risk Manager or designee. If no Side Agreement is required, the developer will be solely responsible for ensuring that its subcontractor maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

Indemnity - The 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 the HOME 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.

A. 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(ies) 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 HOME 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 Oblige, Co-Oblige or Multiple Oblige 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 Oblige.

A. 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.

B. 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.

C. 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.

D. 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 insure 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 federal financial assistance program or activity funded in whole or in part with HOME Program funds made available through the City of Fresno.

Check-off List			X
Separate sections with a tab and number accordingly			
Section	Section Heading	Attachment/Documents	
1	Project Summary	<ul style="list-style-type: none"> • First three pages 	<input type="checkbox"/>
2	Project Description	<ul style="list-style-type: none"> • Narrative (one page) • Pictures • Attachments 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3	Meeting Program Priorities	<ul style="list-style-type: none"> • Narrative 	<input type="checkbox"/>
4	Site and Project Readiness	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Scope of Work (one page) 	<input type="checkbox"/>
6	Tenant Relocation Plan	<ul style="list-style-type: none"> • Narrative (if applicable) (one page) 	<input type="checkbox"/>
7	Experience of Applicant/ Development Team	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Program Consistency/ Plan Consistency 	<input type="checkbox"/>
9	Underwriting templates or comparable worksheets	<ul style="list-style-type: none"> • Template all pages (include: budget, sources and uses, cash flow statement, rents, income, etc.) 	<input type="checkbox"/>

HOME Program Application

FORM 1 - PROJECT SUMMARY

1.1 Eligible Applicant

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: _____

FORM 1 - PROJECT SUMMARY

1.2 Eligible Activity

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):

- Acquisition
- Rehabilitation (Single Family)
- Rehabilitation (Multi-Family)
- New Construction (Single Family)
- New Construction (Multi-Family)
- HUD/USDA Preservation
- Independent Seniors
- Housing for the Homeless
- Homeownership
- Housing for Farmworkers
- Other: _____

1.3 Target Populations

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

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

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

FORM 1 - PROJECT SUMMARY

1.4 Proposed Number of Units Per Bedroom Count and Income. Place an asterisk next to the HOME-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
Total							

1.5 Permanent Housing Capital Funding Sources and Total Development Cost

RESIDENTIAL CONSTRUCTION			
Source (Insert Name)	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding Amount
HOME Funds			
Total			
NON-RESIDENTIAL CONSTRUCTION			
Source	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
Total			
TOTAL DEVELOPMENT COST			
	Proposed Funding Amount	Committed/Conditional Funding Amount	Total Funding
TOTAL			

1.6 Original Signature of Authorized Official (attached Board/company Resolution)

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 a physical description of the proposed project that includes the size, number of stories, type of construction, layout of the buildings, and any other unique features of the proposed project and target population.
- If this is a substantial rehabilitation project, include the number and type of the existing buildings, give the original date of construction, and provide any engineering assessments completed for the structures.
- If your organization already owns the project and/or project site(s), provide the date of acquisition and the purchase price. Include a copy of the appraisal – all pages.
- Provide a detailed description of any planned construction, substantial rehabilitation or other site improvements, including project design elements, pictures, aerial photos, etc. If your project includes substantial rehabilitation, explain why the substantial rehabilitation is preferred over new construction.
- Describe any environmental or abatement issues for this project.
- If a substantial rehabilitation project, include a capital needs assessment, if available.
- 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, 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 why 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

- Describe and document the project’s consistency with City priorities as outlined in the following:
 - 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/10/2020/03/20202024ConsolidatedPlanand2020AnnualActionPlanRevised3272020.pdf>.
 - 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

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 tentative purchase and sale agreement or similar commitment.
- 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.
- Discuss any required mitigation of existing conditions noted in the environmental assessment, Phase I, Phase II, and any special study prepared for the site.
- 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 a site has not been identified, describe the characteristics of the location being sought.
- Include any final environmental documents completed.

SECTION 5 - PROJECT SCHEDULE

Include 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 HOME funds will be available, if awarded, by October 2020.

The project schedule should indicate that all proposed and conditional funds will be committed within five months of the HOME award and that the project will commence construction within one year of HOME Agreement execution and be completed within four years of HOME 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 HOME Application	August 31, 2020	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 necessary, read carefully. If not, skip to the next section.

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 HOME Program Project Manager for instruction on tenant notification.

A relocation plan should describe the process to be used for relocation, either permanent or temporary, 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 the fund sources anticipated for the project

SECTION 7 - EXPERIENCE**Limit narrative to one page**

Demonstrate that the skills and experience of the development team are appropriate to the size and complexity of the proposed project.

- Describe your organization’s experience and capacity to develop the housing type proposed.
- Describe the applicant’s experience with the utilization of HOME funds or other public funds.
- List key development team members, including consultants such as legal counsel, architects, engineers, planners, etc. property manager, and their qualifications (attach current resumes).
- 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 include the amount of HOME and/or CHDO funds requested.
- Identify any legal action, bankruptcies, or lawsuits currently involving your organization.

FORM 7 - PROJECTS COMPLETED, UNDER DEVELOPMENT AND PROPERTIES HELD

Complete one copy of this form with your organization’s information and a second copy of this form with your developer’s information, if a separate entity.

Name of Organization: _____

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 your company 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/LOCAL FUNDING REQUIREMENTS
Limit narrative to one page

- Describe the proposed project’s consistency with any other local or State programs that will provide financial support for the project.
- Developments funded in part with HOME funds are subjected, but not limited, to applicable State and federal laws, HUD Code of Federal Regulations, and the HOME Program rules and regulations as set forth in 24 Code of Federal Regulation, Part 92, as amended (2013).
- Additionally, provide a written acknowledgment that any, or all, of the following may be part of the HOME and/or CHDO Agreement between the City and the developer’s organization and that the organization is able to comply with such.
 - 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
 - Section 3 - Resident Training/Employment of the HUD Act of 1968 and HUD regulations at 24 CFR Part 135
 - 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
- Maximum Per-Unit Subsidy Limits at 24 CFR § 92.250(a) and Interim Policy: Notice CPD Notice15-003, CPD Notice 15-11

SECTION 9 – UNDERWRITING TEMPLATES

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

- HOME Multi-Family Underwriting template can be found at the HUD Exchange <https://www.hudexchange.info/resource/2468/home-multifamily-underwriting-template/>
- Cost comparison worksheet can be found at the HUD Exchange <https://www.hudexchange.info/search/?km=10&ct=&dsp=&q=Home+cost+allocation+tool>
- Sufficient financial information to complete through underwriting.