Prohousing Designation Program Application



State of California
Governor Gavin Newsom

Tomiquia Moss, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development

Megan Kirkeby, Deputy Director
Division of Housing Policy Development

651 Bannon Street
Sacramento, CA 95811

Website: http://www.hcd.ca.gov/planning-and-community-development/prohousing-designation-program
Email: ProhousingPolicies@hcd.ca.gov

February 2025

Prohousing Designation Program Application Package Instructions

The applicant is applying for a Prohousing Designation under the Prohousing Designation Program ("**Prohousing**" or "**Program**"), which is administered by the Department of Housing and Community Development ("**Department**") pursuant to Government Code section 65589.9.

The Program creates incentives for Jurisdictions that are compliant with State Housing Element Law and that have enacted Prohousing Policies. These incentives will take the form of additional points or other preference in the scoring of applications for competitive housing and infrastructure programs. The administrators of each such program will determine the value and form of the preference.

In order to be considered for a Prohousing Designation, the applicant must accurately complete all sections of this application, including any relevant appendices. The Department reserves the right to request additional clarifying information from the applicant.

This application is subject to Government Code section 65589.9 and to the regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) adopted by the Department in promulgation thereof ("**Regulations**"). All capitalized terms in this application shall have the meanings set forth in the Regulations.

All applicants must submit a complete, signed application package to the Department, in electronic format, in order to be considered for a Prohousing Designation. Please direct electronic copies of the completed application package to the following email address: ProhousingPolicies@hcd.ca.gov.

A complete application will include all items identified in the Application Checklist.

In relation to **Appendix 1**, the Formal Resolution for the Prohousing Designation Program, please use ~~strikethrough~~ and underline if proposing any modifications to the text of the Resolution. Please be aware, any sustentative deviations from the Formal Resolution may result in an incomplete application and will likely be subject to additional internal review and potential delays.

Appendix 2, the Proposed Policy Completion Schedule, applies only if an application includes proposed policies.

Appendix 3, Self-Scoring Sheet and Sample Self-Scoring Sheet, includes a blank template to be completed by the applicant as part of the application, as well as a Sample Self-Scoring Sheet with an example of how this template may be completed.

Appendix 4 lists examples of Prohousing Policies with enhancement factors to aid applicants in understanding how enhancement factors may be applied.

Appendix 5 provides a sample template to assist applicants with confirming the treatment of homeless encampments within the jurisdiction is consistent with USICH's "7 Principles for Addressing Encampments."

Appendix 6 provides a checklist to confirm that a Diligent Public Participation Process was conducted.

Appendix 7 is where the applicant will include any additional information and supporting documentation for the application.

If you have questions regarding this application or the Program, or if you require technical assistance in preparing this application, please email ProhousingPolicies@hcd.ca.gov.

Application Checklist

	Yes	No
Application Information	☒	☐
Certification and Acknowledgement	☐	☐
The Legislative Information form is completed.	☒	☐
The Threshold Requirements Checklist is completed.	☒	☐
A duly adopted and certified Formal Resolution for the Prohousing Designation Program is included in the application package. (See **Appendix 1** for the Formal Resolution for the Prohousing Designation Program form.)	☐	☐
If applicable, the Proposed Policy Completion Schedule is completed. (See **Appendix 2**.)	☒	☐
The Self-Scoring Sheet is completed. (See **Appendix 3** for the Self-Scoring Sheet and the Sample Self-Scoring Sheet.)	☒	☐
One-page summary describing consistency with the 7 Principles for Addressing Encampments is completed. (See **Appendix 5** for a template to assist.)	☒	☐
The checklist confirming that a Diligent Public Participation process was conducted. (See **Appendix 6** for the template.)	☐	☐
Additional information and supporting documentation (Applicant to provide as **Appendix 7**.)	☒	☐

Application Information

Applicant (Jurisdiction):	City of Fresno
Applicant Mailing Address:	2600 Fresno St., Room 3065
City:	Fresno
ZIP Code:	93721
Website:	https://www.fresno.gov/planning
Authorized Representative Name	Jennifer Clark
Authorized Representative Title:	Director of Planning & Development
Phone:	559-621-8003
Email:	Jennifer.Clark@fresno.gov
Contact Person Name:	Ashley Atkinson
Contact Person Title:	Assistant Director, Planning & Development
Phone:	559-621-8492
Email:	Ashley.Atkinson@fresno.gov
Total Self-Score (Based on Appendix 3):	101

CERTIFICATION AND ACKNOWLEDGMENT

As authorized by the Formal Resolution for the Prohousing Designation Program (Resolution No.), which is attached hereto and incorporated by reference as if set forth in full, I hereby submit this full and complete application on behalf of the applicant.

I certify that all information and representations set forth in this application are true and correct.

I further certify that any proposed Prohousing Policy identified herein will be enacted within two (2) years of the date of this application submittal.

I acknowledge that this application constitutes a public record under the California Public Records Act (Gov. Code, § 6250 et seq.) and is therefore subject to public disclosure by the Department.

Signature:

Name and Title: Jennifer Clark, Director of Planning & Development

Date:

Legislative Information

District	Number	Legislators Name(s)
State Assembly District	8 27 31	David J. Tangipa Esmeralda Z. Soria Dr. Joaquin Arambula
State Senate District	12 14	Shannon Grove Anna M. Caballero

Applicants can find their respective State Senate representatives at https://www.senate.ca.gov/, and their respective State Assembly representatives at https://www.assembly.ca.gov/

Threshold Requirements Checklist

The applicant meets the following threshold requirements in accordance with Section 6604 of the Regulations:

	Yes	No
The applicant is a Jurisdiction.	☒	☐
The applicant has adopted a Compliant Housing Element.	☒	☐
The applicant has submitted or will submit a legally sufficient Annual Progress Report prior to designation.	☒	☐
The applicant has completed or agrees to complete, on or before the relevant statutory deadlines, any rezone program or zoning that is necessary to remain in compliance with Government Code sections 65583, subdivision (c)(1), and 65584.09, subdivision (a), and with California Coastal Commission certification where appropriate.	☒	☐
The applicant is in compliance, at the time of the application, with applicable state housing law, including, but not limited to those included in Government Code section 65585, subdivision (j); laws relating to the imposition of school facilities fees or other requirements (Gov. Code, § 65995 et seq.); Least Cost Zoning Law (Gov. Code, § 65913.1); Permit Streamlining Act (Gov. Code, § 65920 et seq.); and provisions relating to timeliness of CEQA processing by local governments in Public Resources Code sections 21080.1, 21080.2, and 21151.5(a).	☒	☐
The applicant further acknowledges and confirms that its treatment of homeless encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness and that it has submitted a one-page summary to the Department demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments," (June 17, 2022 update), hereby incorporated by reference.	☒	☐
The applicant has duly adopted and certified, by the applicant's governing body, a Formal Resolution for the Prohousing Designation Program, which is hereby incorporated by reference. (A true and correct copy of the resolution is included in this application package.)	☐	☐

Scoring Criteria
Category 1: Favorable Zoning and Land Use

Category	Prohousing Policy Description	Points
1A	Sufficient sites, including rezoning, to accommodate 150 percent or greater of the current or draft RHNA, whichever is greater, by total and income category. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	3
1B	Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones in a manner that exceeds the requirements of SB 9 (Chapter 162, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7).	3
1C	Sufficient sites, including rezoning, to accommodate 125 to 149 percent of the current or draft RHNA, whichever is greater, by total and income category. These points shall not be awarded if the applicant earns three points pursuant to Category (1)(A) above. These additional sites must be identified in the Jurisdiction's housing element adequate sites inventory, consistent with Government Code section 65583, subdivisions (a)(3) and (c)(1).	2
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	2
1E	Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law, (Gov. Code, §§ 65852.2, 65852.22) (e.g., permitting more than one converted ADU; one detached, new construction ADU; and one JADU per single-family lot), and in a manner that exceeds the requirements of SB 9 (Chapter 192, Statutes of 2021, Gov. Code, §§ 65852.21, 66411.7). These policies shall be separate from any qualifying policies under Category (1)(B).	2
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	2
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing	2

	this policy, especially in areas with existing industrial and polluting uses.	
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	1
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	1
1J	Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a Housing Sustainability District, as defined in Government Code section 66200.	1
1K	Establishment of an inclusionary housing program requiring new developments to include housing affordable to and reserved for low- and very low-income households, consistent with the requirements of AB 1505 (Chapter 376, Statutes of 2017, Gov. Code, § 65850.01).	1
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	1

Scoring Criteria
Category 2: Acceleration of Housing Production Timeframes

Category	Prohousing Policy Description	Points
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	3
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	2
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	2
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	2
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	1
2H	Absence, elimination, or replacement of subjective development and design standards with objective development and design standards that simplify zoning clearance and improve approval certainty and timing.	1
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	1
2K	Establishment of a standardized application form for all entitlement applications.	1
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	1
2M	Limitation on the total number of hearings for any project to three or fewer. Applicants that accrue points pursuant to category (2)(E) are not eligible for points under this category.	1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	1

Scoring Criteria
Category 3: Reduction of Construction and Development Costs

Category	Prohousing Policy Description	Points
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	3
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	2
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	1
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other forms of social housing) that reduce development costs.	1
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	1
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	1
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	1
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	1

Scoring Criteria
Category 4: Providing Financial Subsidies

Category	Prohousing Policy Description	Points
4A	Establishment of a housing fund or contribution of funds towards affordable housing through proceeds from approved ballot measures.	2
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing.	2
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	2
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	2
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	2
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	2
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	1
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	1

4J	Prioritization of local general funds for affordable housing. This point shall not be awarded if the applicant earns two points pursuant to Category (4)(G).	1
4K	Providing operating subsidies for permanent Supportive Housing.	1
4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	1
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	1

Scoring Criteria
Enhancement Factors

The Department shall utilize enhancement factors to increase the point scores of Prohousing Policies. An individual Prohousing Policy may not use more than one enhancement factor. Each Prohousing Policy will receive extra points for enhancement factors in accordance with the chart below.

Category	Prohousing Policy Description	Points
1	The policy represents one element of a unified, multi-faceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, housing affordable to Lower-Income Households, climate change solutions, and/or hazard mitigation.	2
2	Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1.	1
3	Policies that diversify planning and target community and economic development investments (housing and non-housing) toward place-based strategies for community revitalization and equitable quality of life in lower opportunity areas. Such areas include, but are not limited to, Low Resource and High Segregation & Poverty areas designated in the most recently updated TCAC/HCD Opportunity Maps, and disadvantaged communities pursuant to Health and Safety Code sections 39711 and 39715 (California Senate Bill 535 (2012).	1
4	Policies that go beyond state law requirements in reducing displacement of Lower-Income Households and conserving existing housing stock that is affordable to Lower-Income Households.	1
5	Rezoning and other policies that support intensification of residential development in Location Efficient Communities.	1
6	Rezoning and other policies that result in a net gain of housing capacity while concurrently mitigating development impacts on or from Environmentally Sensitive or Hazardous Areas.	1
7	Zoning policies, including inclusionary housing policies, that increase housing choices and affordability, particularly for Lower-Income Households, in High Resource and Highest Resource areas, as designated in the most recently updated TCAC/HCD Opportunity Maps.	1
8	Other policies that involve meaningful actions towards Affirmatively Furthering Fair Housing outside of those required pursuant to Government Code sections 65583, subdivision (c)(10), and 8899.50, including, but not limited to, outreach campaigns, updated zoning codes, and expanded access to financing support.	1

Self-Scoring Sheet Instructions

The Department shall validate applicants' scores based on the extent to which each identified Prohousing Policy contributes to the Acceleration of Housing Production. The Department shall assess applicants' Prohousing Policies in accordance with statutory requirements and the Regulations.

The Department shall further assess applicants' Prohousing Policies using the following four scoring categories: Favorable Zoning and Land Use, Acceleration of Housing Production Timeframes, Reduction of Construction and Development Costs, and Providing Financial Subsidies. Applicants shall demonstrate that they have enacted or proposed at least one policy that significantly contributes to the Acceleration of Housing Production in each of the four categories. A Prohousing Designation requires a total score of 30 points or more across all four categories.

Instructions

Please utilize one row of the Self-Scoring Sheet for each Prohousing Policy.

- **Category Number**: Select the relevant category number from the relevant Scoring Criteria list in this application. Where appropriate, applicants may utilize a category number more than once.
- **Concise Written Description of Prohousing Policy**: Set forth a brief description of the enacted or proposed Prohousing Policy.
- **Enacted or Proposed**: Identify the Prohousing Policy as enacted or proposed. For proposed Prohousing Policies, please complete **Appendix 2: Proposed Policy Completion Schedule**.
- **Documentation Type**: For enacted Prohousing Policies, identify the relevant documentary evidence (e.g., resolution, zoning code provisions). For proposed Prohousing Policies, identify the documentation which shows that implementation of the policy is pending.
- **Web Links/Electronic Copies**: Insert the Web link(s) to the relevant documentation or indicate that electronic copies of the documentation have been attached to this application as **Appendix 7**.
- **Points**: Enter the appropriate number of points using the relevant Scoring Criteria list in this application.
- **Enhancement Category Number (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the appropriate category number using the relevant Scoring Criteria list in this application.
- **Enhancement Points (optional)**: If utilizing an enhancement factor for a particular Prohousing Policy, enter the point(s) for that Prohousing Policy.
- **Total Points**: Add the enhancement point(s) to the Prohousing Policy's general point score.

Appendix 1: Formal Resolution for the Prohousing Designation Program

Note: The draft resolution is included for the public review period.

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, California Government Code Section 65589.9 established the Prohousing Designation Program ("Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("Program Regulations"), as authorized by California Government Code Section 65589.9, subdivision (d); and

WHEREAS, the City of Fresno ("Applicant") desires to submit an Application for a Prohousing Designation ("Application").

NOW, THEREFORE, IT IS RESOLVED by the Council of the City of Fresno as follows:

1. Applicant is hereby authorized and directed to submit an Application to the Department.

2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval: *KAS* Resolution No.

3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to California Government Code Sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code section 21155 - 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply with and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto subject to approval as to form by the City Attorney (the "Program Documents").

5. The City acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.

6. The City Manager and the Director of Planning and Development are individually authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

* * * * * * * * * * * * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____, 2025.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2025
Mayor Approval/No Return: _____, 2025
Mayor Veto: _____, 2025
Council Override Vote: _____, 2025

TODD STERMER, MMC
City Clerk

BY: _____
Date
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

BY: _____
Kelsey A Seib Date
Deputy City Attorney

Attachment:
- Attachment A – Prohousing Designation Application

~~**Formal Resolution for the PROHOUSING Designation Program**~~

RESOLUTION NO. ~~**[INSERT RESOLUTION NUMBER]**~~___

A RESOLUTION OF THE ~~GOVERNING BODY OF~~ ~~**[INSERT THE NAME OF THE CITY OR COUNTY]**~~COUNCIL OF THE CITY OF FRESNO AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, California Government Code ~~section~~ Section 65589.9 established the Prohousing Designation Program ("Program"), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development ("Department") has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program ("Program Regulations"), as authorized by California Government Code ~~section~~ Section 65589.9, subdivision (d); and

WHEREAS, the ~~**[INSERT THE NAME OF THE CITY OR COUNTY]**~~City of Fresno ("Applicant") desires to submit an Application for a Prohousing Designation ("Application").

NOW, THEREFORE, IT IS RESOLVED ~~THAT~~ by the Council of the City of Fresno

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval: Resolution No.

as follows:

1. Applicant is hereby authorized and directed to submit an Application to the Department.

2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.

3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to California Government Code ~~sections~~ Sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code section 21155 - 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply with and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments" (June 17, 2022, update).

4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or

appropriate to participate in the Program, and all amendments thereto subject to approval as to form by the City Attorney (the "Program Documents").

5. Applicant The City acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.

6. [**INSERT THE TITLE OF THE APPLICANT'S AUTHORIZED SIGNATORY**]The City Manager and the Director of Planning and Development are individually is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

* * * * * * * * * * * * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the day of , 2025.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: , 2025
Mayor Approval/No Return: , 2025
Mayor Veto: , 2025
Council Override Vote: , 2025

TODD STERMER, MMC
City Clerk

BY: -
Date
Deputy

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

BY: -
Kelsey A Seib Date
Deputy City Attorney

Attachment:
- Attachment A – Prohousing Designation Application

~~PASSED AND ADOPTED this day of , 20, by the following vote:~~

~~AYES: [Insert #] NOES: [Insert #] ABSENT: [Insert #] ABSTAIN: [Insert #]~~

~~The undersigned, [INSERT NAME AND TITLE OF SIGNATORY] of Applicant, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Applicant's governing body adopted at a duly convened meeting on the date above-mentioned, and that the resolution has not been altered, amended, or repealed.~~

~~SIGNATURE: DATE:~~

~~NAME: TITLE:~~

Appendix 2: Proposed Policy Completion Schedule

Category Number	Concise Written Description of Proposed Policy	Key Milestones and Milestone Dates	Anticipated Completion Date	Notes

Appendix 3: Self-Scoring Sheet

Category Number	Category Description	Concise Written Description of Prohousing Policy	Enacted (E) or Proposed (P)	Documentation Type (e.g., resolution, zoning code)	Insert Web Links to Documents or Indicate that Electronic Copies are Attached as **Appendix 7**	Points	Enhancement Category Number	Enhancement Points	Total Points
1D	Density bonus programs that allow additional density for additional affordability beyond minimum statutory requirements (Gov. Code, § 65915 et seq.).	The City permits a density bonus for projects located in areas near high-frequency transit. The bonus density may be up to 100 percent of the base district. Enhancement points in Category 1 are achieved by going beyond State requirements for density bonuses and implementing an element in the One Fresno Housing Strategy to offer enhanced density bonuses. It efficiently uses land, boosts transit ridership potential, and reduces VMT and GHGs by promoting high-density development in transit corridors. As part of Housing Element Program 31, the City will adopt a VMT mitigation exemption for projects with a high percentage of affordable housing.	E	Zoning Code Strategy Map Document	Article 21 – TOD Height & Density Bonus One Fresno Housing Strategy (Enhance City affordable housing density bonus) See Appendix 7, TOD Density Bonus Map Housing Element, Program 31	2	1	2	4
1F	Eliminating minimum parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Gov. Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Gov. Code section 65915, subdivision (p).	The City exceeded state law by eliminating parking minimums for ADUs [Government Code 65852.2(B)(ii)]. Enhancement point in Category 2 is achieved by consistency with state planning priorities through promoting efficient use of land, infill development, and reducing the induced demand for driving that parking creates, which lead to better environmental outcomes.	E	Ordinance Strategy General Plan	Ordinance 2025-24 2022 FCOG Sustainable Communities Strategy (see Land Use Strategies: • Limit Growth Footprint • Support Efficient Land Uses and Livable Communities Fresno General Plan • Goal 8, Objective LU-1, Objective LU-5 (efficient land use) • Objective MT-10 (right-size parking)	2	2	1	3
1G	Zoning or incentives that are designed to increase affordable housing development in a range of types, including, but not limited to, large family units, Supportive Housing, housing for transition age foster youth, and deep affordability targeted for Extremely Low-Income Households in all parts of the Jurisdiction, with at least some of the zoning, other land use designation methods, or incentives being designed to increase affordable housing development in higher resource areas shown in the TCAC/HCD Opportunity Map, and with the Jurisdiction having confirmed that it considered and addressed potential environmental justice issues in adopting and implementing this policy, especially in areas with existing industrial and polluting uses.	The City has enabled, through its Zoning Code, the conversion of lodges to dwelling units to help meet the immediate housing crisis. The conversion of existing hotels or motels from a commercial lodging use to a residential use provides housing to individuals experiencing homelessness and facilitates bringing these hotel or motel buildings into safe and habitable condition. In one area of the city with many lodge-to-dwelling conversions, a master plan was created to enhance neighborhood amenities to surrounding residents. Each project is subject to CEQA, therefore environmental concerns are addressed in a case-by-case manner. The Park is a lodging-to-dwelling conversion used for Supportive Housing for young students at risk of homelessness and is located in a Highest Resource area. Enhancement points in Category 1 are achieved by implementing an element of the Parkway Master Plan to promote multiple planning objectives including the efficient use of land by revitalizing an existing neighborhood with new	E	Zoning Code Master Plan Project Website	§15-2735.5 Lodging to Dwelling Conversions See Appendix 7 for the Parkway Master Plan The Park	2	1	2	4

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		housing units and increasing the number of units affordable to lower-income households.							
1H	Zoning or other land use designation methods to allow for residential or mixed uses in one or more non-residential zones (e.g., commercial, light industrial). Qualifying non-residential zones do not include open space or substantially similar zones.	The City permits additional residential uses in non-residential zone districts, including two Commercial Districts (Commercial-Main Street and Commercial-Regional) and the Mixed Use zone district. An ordinance allowing residential uses in the Office Zone District is pending a second hearing by City Council, anticipated to take place on September 11, 2025. Enhancement points in Category 1 are achieved by implementing an element of the One Fresno Housing Strategy to pursue the conversion of non-residential space to housing, which promotes efficient land use by adding housing to areas with existing infrastructure and transit service. It also reduces development costs by allowing existing buildings to be repurposed, which is a more climate-friendly method of development. As an example, the Sarah's Court project created 120 units of affordable housing in the larger Fancher Creek development in southeast Fresno, which is designated as a Commercial-Regional zone district.	E	Fresno Municipal Code Strategy Website	§15-1202 – Commercial District Use Regulations One Fresno Housing Strategy (Pursue strategic conversion of non-residential space to affordable housing) Sarah's Court	1	1	2	3
1I	Modification of development standards and other applicable zoning provisions or land use designation methods to promote greater development intensity. Potential areas of focus include floor area ratio, height limits, minimum lot or unit sizes, setbacks, and allowable dwelling units per acre. These policies must be separate from any qualifying policies under Category (1)(B) above.	The City removed density limits in all Mixed-Use Districts and two Commercial Districts. Enhancement points in Category 1 are achieved by implementing an element of the One Fresno Housing Strategy to remove density caps, allowing more units to be built in transit-oriented corridors therefore increasing efficiency of land use and access to public transit. By allowing more units to be constructed, development costs are reduced through efficiencies of scale. Furthermore, higher-density along frequent transit service routes encourages more climate-friendly development patterns and furthers fair housing. The Arthur @ Blackstone, a combined new construction and adaptive reuse development, was able to build an additional 28 units due to the removal of density caps. The project was able to turn a vacant building along a high-frequency transit corridor into 41 new affordable 1, 2, and 3 bedroom units.	E	Ordinance Strategy Website	Mixed-Use Text Amendment Ordinance One Fresno Housing Strategy (Remove density cap) The Arthur @ Blackstone	1	1	2	3
1L	Other zoning and land use actions not described in Categories (A)-(K) of this section that measurably support the Acceleration of Housing Production.	The Neighborhood Revitalization (NR) Overlay District allows duplexes and multi-unit residential of up to 16 du/ac with no neighborhood meeting required. Enhancement points in Category 1 are achieved by implementing elements of the General Plan and One Fresno Housing Strategy by permitting a variety of housing types, including multi-unit residential, in predominantly single-unit zone districts. This increases opportunities for naturally occurring affordable housing and improved efficiency of land	E	Zoning Code Map Strategy General Plan	§15-1611 Neighborhood Revitalization (NR) Overlay District See NR Overlay Map, Appendix 7 One Fresno Housing Strategy (Promote multi-unit housing in single-unit districts) Fresno General Plan (Policy UF-1-d)	1	1	2	3

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		in transit-served communities that are nearby job and retail centers.							
2A	Establishment of ministerial approval processes for multiple housing types, including, for example, single-family, multifamily and mixed-use housing.	In Downtown districts, all housing projects are approved through a ministerial process (Zone Clearance). Enhancement points in Category 1 are achieved by implementing an element of the One Fresno Housing Strategy and achieving multiple planning priorities. This includes promoting efficient land use by streamlining the ability for single-unit homes and duplexes to be constructed in infill areas. This has proven to be especially important to bring empty lots (including ones that were impacted by fire) back online with housing and upholding the fabric of local neighborhoods. Additionally, the streamlining of housing in the Downtown districts incentivizes residential growth in the job and transit core of the city, promoting more climate-sustainable development. The Monarch @ Chinatown, located on a parcel zoned as Downtown Neighborhood, was approved via Zone Clearance and created 57 workforce units. This project is the first substantial housing development in Chinatown to occur in decades.	E	Zoning Code Strategy Website	§15-4907 Planning Permits and Actions One Fresno Housing Strategy (Promote multi-unit housing in single-unit districts) The Monarch @ Chinatown	3	1	2	5
2B	Acceleration of Housing Production through the establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents.	The following documents help streamline development: - Downtown EIR - Southwest Fresno Specific Plan EIR Enhancement point in Category 2 is achieved by promoting development that is consistent with state planning priorities. Specifically, the Downtown EIR helps streamline housing projects in Downtown, supporting infill development and reducing barriers for adaptive reuse of historic buildings. The Southwest Fresno Specific Plan EIR (SWFSP EIR) has supported much-needed development in a historically disinvested neighborhood. Currently, several projects are underway to bring new homes to the community, including a housing development that will surround and support the new Fresno City College Southwest Campus. This housing development, known as West Creek Village, was able to use a Mitigated Negative Declaration because of the analysis already completed under the SWFSP EIR. It is in the early stages of construction and will bring a mix of multi-unit and single-unit housing, a new community park, and retail uses in a cohesive community setting.	E	EIR Website	Downtown EIR Southwest Fresno Specific Plan EIR West Creek Village • File ID 20-00110	2	2	1	3
2C	Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law, (e.g., Pub. Resources Code, §§ 21155.1, 21155.4,	The City utilizes appropriate categorical and statutory exemptions to streamline housing development. Since 2022, the City has issued 476 categorical exemptions for residential development projects. Housing developments that can be developed by right include one single-family home; a duplex;	E	Internal process	Planning Process Booklet 2025 “Red Carpet” Report	2	8	1	3

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	21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28).	qualifying Downtown housing that complies with all provisions of the Code; projects developed under SB 9. Through implementation of Program 4 of the Housing Element, the City will conduct an audit of processing procedures to identify ways to further streamline the development review process. This will include establishing a non-discretionary process to approve housing for qualifying developments based on size, type, affordability level, and location. The City is also in the process of amending the Development Code to remove appeal provisions for Development Permits or convert certain housing application types to ministerial if the project is consistent with the objective General Plan, zoning, subdivision, and design standards and criteria. Enhancement point in Category 8 is achieved by creating procedures that support Affirmatively Furthering Fair Housing. First, centralizing agency comments increases the standardization of processing applications in an efficient and fair manner. It also reduces the administrative cost to the applicant to move projects forward through the permitting process. Second, the implementation of Housing Element Program 4 and amending the appeal provisions will ensure that projects cannot be delayed or disapproved due to discriminatory factors.		Housing Element	6th Cycle Housing Element (Program 4 – streamline development review process)				
2D	Establishment of permitting processes that take less than four months to complete. Policies under this category must address all approvals necessary to issue building permits.	The City of Fresno conducts processes permits according to timelines set according to project complexity, ranging from 3 business days to 28 business days for a complex project. These timelines are shared with the public and project status is tracked daily to ensure that those past their deadlines are monitored and receive troubleshooting. In addition, the City has established the following streamlined permit processes that address all approvals necessary to issue building permits: a. Standard ADU plans receive a building permit within 7 business days. b. Standard single-family plans receive a building permit within 14 business days. c. Mobile homes receive a building permit within 14 business days. d. Standardized multi-family plans receive a building permit within 14 business days if template and 21 if not template.	E	Internal process	Building Process Booklet 2025 “Red Carpet” Report	2			2
2E	Absence or elimination of public hearings for projects consistent with zoning and the general plan.	Housing projects that are permitted by right do not require a public hearing. These include development of one single-family home, a duplex, or qualifying Downtown housing that complies with all provisions of this Code, as well as projects developed under SB 9.	E	Zoning Code	§15-4907 Planning Permits and Actions	2			2
2F	Priority permit processing or reduced plan check times for homes affordable to Lower-Income Households.	Application materials for both planning reviews and building permits ask applicants to identify whether any units in the project are affordable to Lower-Income Households, and	E	Internal process	Development Application Submittal Checklist	1	8	1	2

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		whether the project is eligible for streamlining under State law. Projects with restricted affordable units are given priority processing, including the assistance of dedicated Project Liaisons. Planning processes for affordable housing, as well as housing in the Downtown Planning Area and the Inner City Fee Program area, are targeted for completion within 75 business days. Building permits for projects including affordable units are flagged for manager review and priority assignment. Enhancement point in Category 8 is exemplified by advancing Affirmatively Furthering Fair Housing, as supported by Housing Element Program 2. Prioritizing projects with affordable units incentivizes their development and gets them into production faster, thereby increasing housing choice throughout the city, especially in neighborhoods where the need for affordable units continues to outpace supply.		Map	Accela Application Portal See Appendix 7, Affordable Housing Projects 2022-2025				
2G	Establishment of consolidated or streamlined permit processes that minimize the levels of review and approval required for projects, and that are consistent with zoning regulations and the general plan.	The City hosts a weekly, free, pre-application review committee with representatives from Planning, Public Works, Public Utilities, and Fire where developers can receive preliminary feedback on their proposals prior to officially submitting them. This has reduced the amount of review required by City staff as submitted projects are more consistent with the Code. Enhancement points in Category 1 are achieved by implementing an element of a multi-faceted strategy to streamline and prioritize efficient land use patterns through making the permitting process clearer and more accessible. This benefits infill housing development, which often has smaller margins for error for financial feasibility. The free pre-application review results in increased certainty and lower costs for these developments.	E	Internal process (Website)	Development Review Committee (DRC)	1	1	2	3
2I	Establishment of one-stop-shop permitting processes or a single point of contact where entitlements are coordinated across city approval functions (e.g., planning, public works, building) from entitlement application to certificate of occupancy.	The City streamlines housing development at the project level by using an internal process (the Accela platform) to provide a one-stop-shop to coordinate the entitlement and permitting processes. When an application is submitted in the platform, it is routed to all reviewers in multiple departments and agencies including public works, public utilities, and building, offering a single point of contact for the applicant and consolidating all department/agency comments on the application into a centralized project profile.	E	Internal Process	Accela Application Portal	1			1
2J	Priority permit processing or reduced plan check times for ADUs/JADUs or multifamily housing.	Most uses in the City of Fresno require, at a minimum, a Zone Clearance, which is a minor entitlement approved at the staff level. To further streamline ADUs/JADUs, as of May 2025 a Zone Clearance is no longer required for a proposed ADU/JADU. ADUs/JADUs, including those using both the City's standard plans or their own custom plans, now only require a building permit.	E	Website	ADU Program	1			1
2K	Establishment of a standardized application form for all entitlement applications.	All entitlement applications are submitted online through the Accela Citizens Access platform, which is accessible online 24 hours a day. All applicants are guided through a standard online form to fill in information regarding their project and	E	Internal Process	Accela Application Portal	1			1

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		upload supporting documents. Comments on plans are also provided through Accela.							
2L	Documented practice of publicly posting status updates on project permit approvals on the internet.	Any member of the public may request to be added to a list for public notices of major project milestones. In addition, notices are posted to the City Clerk's webpage, which is publicly accessible.	E	Internal process	Notices and Publications	1			1
2N	Other policies not described in Categories (2)(A)-(M) of this section that quantifiably decrease production timeframes or promote the streamlining of approval processes.	Dedicated staff housing projects through the permitting and approval processes to streamline permitting and decrease overall production timelines. These Project Liaisons, one dedicated to residential projects and one dedicated to the Downtown area, make sure projects don't get stuck by actively coordinating across departments, troubleshooting issues, and through direct correspondence with the project applicant from entitlement application to certificate of occupancy. Enhancement point in Category 2 is achieved by promoting development that is consistent with state planning priorities. Specifically, the creation of a Downtown Liaison role has supported infill housing development in the City's transit-supported core. In addition, both the Downtown Liaison and the dedicated Housing Liaison have each helped bring more certainty to timely completion of residential development projects, which is a substantial benefit to infill projects that are more sensitive to make-or-break thresholds.	E	Internal process	Class Specs for Project Liaison/Program Administrator	1	2	1	2
3A	Waiver or significant reduction of development impact fees for residential development with units affordable to Lower-Income Households. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable housing impact fees, and commercial linkage fees).	The City provides waivers and reductions for development impact fees for affordable housing projects. These waivers include: • The Residential Build Act, which provides exemptions from development impact fees for the reconstruction of single-unit to fourplex buildings on land where the prior units were destroyed. • The Infill Incentive Program, which waives impact fees for residential projects on sites less than 5 acres, substantially surrounded by urban uses, and located in an infill zone, downtown area, or bus rapid transit corridor. • The Inner-City Fee Reduction Program, which allows development projects within designated inner city areas to receive reduced development application fees. Self Help Enterprises (35, 43, 63, 75, 81, and 87 E Florence Ave and 66, 78, 84, and 90 E Geary St) received $100,778 for the development of 11 units in Infill Incentive Fee Waivers, and six single family residential projects received a total of $55,268 in Residential Build Act fee waivers. The units are available to households less than 80 percent AMI. In 2025, City Studios (developed by the Fresno Rescue Mission) applied for an Impact Fee Waiver for units at 30% AMI and below. These projects are part of a trend demonstrating affordability as an outcome of waived fees.	E	Fresno Municipal Code Resolution	Article 4.12 – Exemption of Development Fees on Certain Small Residential Developments Article 4.16 – Fee Waiver Program for Certain Residential Infill Projects See Appendix 7 for additional information	3	1	2	5

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		Enhancement points in Category 1 are achieved by promoting multiple planning objectives, including the location of affordable housing near public transit. The use of waivers for the projects detailed were able to support the construction of affordable housing near high frequency transit corridors. All three of the projects are located within ½ mile of a high-frequency transit route, contributing to the creation of sustainable communities.							
3B	Adoption of policies that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, development standards improvements, permit processing improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages.	The City has adopted several policies that are less restrictive than State law, including the following: 1. Allow Tiny Homes on Wheels as ADUs 2. Larger maximum size for detached ADUs (1,400 sq. ft.) 3. Dedicated ADU team (see ADU Hotline) 4. Five pre-approved plans 5. How-to Guidebook Since the launch of the ADU Program in 2022, the City has received 418 ADU applications, 116 of which were submitted using the pre-approved standard plans. The number of applications received increased from 80 in 2022 to 178 in 2024, an increase of 223%. Enhancement point in Category 8 is achieved by advancing Affirmatively Furthering Fair Housing. The allowance of Tiny Homes on Wheels and creation of free pre-approved plans for ADUs provides more affordable housing options in Higher Resource Areas, that may otherwise be out of reach for many Moderate- and Lower-Income Households. As seen in the Tiny Homes and ADU Production maps in Appendix 7, these homes are being constructed in high-resource areas as well as in infill areas.	E	Ordinance Internal Process Map	Ordinance 2025-24 ADU webpage See ADU Production Map, Appendix 7 See Tiny Homes on Wheels Map, Appendix 7	2	8	1	3
3C	Adoption of other fee reduction strategies separate from Category (3)(A), including fee deferrals and reduced fees for housing for persons with special needs. This provision does not include fees associated with the provision of housing affordable to Lower-Income Households (e.g., inclusionary in lieu fees, affordable impact fees and commercial linkage fees).	The City offers waived plan check fees for applicants that utilize pre-approved ADU standard plans, as well as impact fee waivers for qualifying infill projects in priority areas of the city pursuant to Ordinance 2013-21 (The Build Act), and Ordinance 2021-29 (Fee Waivers for Certain Projects in Infill Areas). Enhancement points in Category 1 are achieved by implementing an element of the One Fresno Housing Strategy and General Plan by prioritizing infill development. Waiving plan check fees reduces the financial barriers for ADUs to be developed in infill areas. This promotes the efficient use of land by adding more housing units to existing lots, especially in established neighborhoods that have access to public transit routes. See Appendix 7 for map of ADUs that have used pre-approved ADU standard plans.	E	Internal Process Ordinance Strategy General Plan Map Brochure	ADU webpage Ordinance 2013-21 (Build Act) Ordinance 2021-29 (Infill Fees) One Fresno Housing Strategy (Provide more options within single-family only zoning districts) Fresno General Plan (Objective UF-12) ADU Production Map, Appendix 7 ADU Program Quick Start Guide	1	1	2	3
3D	Accelerating innovative housing production through innovative housing types (e.g., manufactured homes, recreational vehicles, park models, community ownership, and other	The City promotes innovative housing types that reduce development costs by permitting Tiny Homes on Wheels as a primary residence anywhere a single-unit home is allowed. Additionally, the City permits multi-family housing	E	Ordinance Map	Ordinance 2025-24 See Tiny Homes on Wheels Map, Appendix 7	1	1	2	3

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	forms of social housing) that reduce development costs.	development using both modular and manufactured construction, such as Blythe Village, a community of manufactured homes for lease, and Sierra Crossing, a multi-family development using modular construction for youth experiencing homelessness. Enhancement points in Category 1 are achieved by implementing an element of the One Fresno Housing Strategy and achieving the goals of adding more housing opportunities for Lower Income Households and housing options for infill areas. Tiny Homes on Wheels are typically much more affordable than traditionally constructed homes and they can be placed anywhere in the city where a single-unit home is permitted. These also make it possible to utilize small and oddly shaped lots that are located in older infill areas.		Website Strategy	Blythe Village Sierra Crossing One Fresno Housing Strategy (Support Affordable home ownership)				
3E	Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes, creation of on-street parking for bikes, transit-related improvements, or establishment of carshare programs.	The City offers free bus rides for seniors, people with disabilities, Medicare Card holders, veterans, active military, and children under 12 years old; reduced fares for all other riders including Handy Ride fares which is an on-call para-mobility service; subsidized fares for Fresno State, Fresno City College, and Fresno Unified School District students and faculty to ride for free; and free rides to cooling and warming centers. The City also implements Safe Routes to School, including capital improvements around existing schools and requiring improvements of new developments near schools. Going forward, the City will use a $52 million State TIRCP grant to continue expanding transit access and accessibility.	E	Policy/Websites	Fares & Passes Handy Ride Capital Improvements Around Schools TIRCP Awards 2024	1			1
3F	Adoption of universal design ordinances pursuant to Health and Safety Code section 17959.	The City has adopted Universal Design standards in the Fresno Municipal Code that apply to all City or Agency funded Affordable Housing Projects. Universal Design is also included in grant funding guidelines to further promote it as a priority. In addition, Policy HC-3-a of the Fresno General Plan directs the City to "Work with residential developers to update the City of Fresno Universal Design Standard to facilitate incorporation of lifecycle design principles in new residential development and make these options available to purchasers, to help community members stay in their homes and neighborhoods as they age." Enhancement point in Category 8 is achieved by advancing Affirmatively Furthering Fair Housing. Requiring Universal Design standards in all City-sponsored housing projects and promoting these requirements upfront in grant scoring criteria supports the importance of accessible housing to serve all members of the community and to allow for ageing-in-place. By increasing the number of accessible units throughout the city, housing choice is increased because residents have more options to live where they want and aren't limited by the availability of units that address their individual needs.	E	Fresno Municipal Code Program Guidelines General Plan	§ 11-110. – Universal Design Standard LHTF Program Guidelines (priority points for Universal Design) Fresno General Plan (Policy HC-3-a)	1	8	1	2
3G	Establishment of pre-approved or prototype plans for missing middle housing types (e.g.,	The City has pre-approved standard plans for duplexes that can be used to obtain building permits for duplexes in all single-unit zone districts. These are offered in a variety of	E	Internal Process	Duplex & Cottage Court Submittal Packet	1	7	1	2

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	duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	sizes and styles, which can be used in combination with the City's pre-approved plans for Accessory Dwelling Units (ADUs) to build courtyard-style developments known as Cottage Courts. Sample site plans for four- and five-unit cottage courts are available for public use. Four-unit courts could be developed in single-unit zone districts per SB 9, while five-unit courts can be developed in the RS-5 single-unit zone at a density of up to 12 units per acre. Enhancement points in Category 7 are achieved by lowering barriers to naturally affordable, medium-density housing in both single-unit zones, which are concentrated in higher-resource areas, and in parts of the city where infill is incentivized.							
3H	Adoption of ordinances that reduce barriers, beyond existing law, for the development of housing affordable to Lower-Income Households.	The City of Fresno Land Bank, established by resolution in 2024, will go beyond the requirements of the Surplus Land Act to proactively acquire infill sites and coordinate their disposition with parties interested in developing affordable housing. The intent is to reduce instances of vacancy, blight, and speculation, while placing property into service for creating more affordable housing. At this time, the city is studying models for funding and governance of the land bank. Enhancement point in Category 2 is achieved by promoting development consistent with State planning priorities. The Land Bank will promote infill development and equity by rehabilitating neglected properties, transitioning them back to productive uses with affordable housing. Properties that are eligible for acquisition are by and large those in established infill neighborhoods that have sat in disrepair for some time, leading to incidents like fire and foreclosure. By ensuring more land is used for housing opportunities in infill areas, pressure inefficiently expand housing capacity to areas with a lack of resources is reduced.	E	Resolution	Resolution 2024-112	1	2	1	2
3I	Other policies not described in Categories (3)(A)-(H) of this section that quantifiably reduce construction or development costs.	The City's Brownfield program reduces development costs by providing over $1.5 million in EPA funding to reduce contamination and enable affordable redevelopment in the most underserved areas of the city. Through Environmental Site Assessments (ESAs), cleanup planning, and cleanup activities the city has assessed 9 sites (20 parcels) and abated two contaminated properties through a $540 low-interest loan and through a $191k subgrant, which does not require repayment. It is on track to assess up to 12 additional sites and provide $1.5 million in cleanup resources for 2-6 additional projects. Enhancement points in Category 1 are achieved by implementing the Brownfields Program as a key element of a unified, multi-faceted strategy aligned with the City's Economic Development goals and Mayoral priorities. the Program promotes infill housing, climate resilience, hazard mitigation, and equitable land use in high-poverty, low-resource areas. By coordinating federal EPA resources with local transit access	E	Internal Process Strategy Map	Brownfields Program Website See Appendix 7 for the Comprehensive Economic Development Strategy See Brownfields Map, Appendix 7	1	1	2	3

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		and housing needs, the program exemplifies synergistic implementation of state and federal priorities to drive long-term, place-based community revitalization.							
4B	Establishment of local housing trust funds or collaboration on a regional housing trust fund, which include the Jurisdiction's own funding contributions. The Jurisdiction must contribute to the local or regional housing trust fund regularly and significantly. For the purposes of this Category, "regularly" shall be defined as at least annually, and "significant" contributions shall be determined based on the impact the contributions have in accelerating the production of affordable housing.	The City established the City of Fresno Local Housing Trust Fund in July 2021 to create opportunities to address the need for safe and affordable housing within the city through community-supported, housing-related programs and activities. The Fund receives $1.5 million annually from the real estate transfer tax (general fund). To date, the LHTF has been funded with a total of $14,700,000 and $9,700,000 has been expended, not including administrative costs. The Local Housing Trust Fund has funded four projects to date. The La Hacienda Mobile Estates Project is the acquisition of a mobile home park that will provide housing for Veterans; the Cesar Chavez Apartments will develop 54 units of affordable Off-Farm Labor Rental Housing; the Clinton Avenue Apartments will provide 78 units of affordable multi-family rental housing; and Avalon Commons Phase II is the new construction of 45 multi-family affordable rental housing units. Enhancement points in Category 1 are achieved through the three projects funded (La Hacienda Mobile Estates, Cesar Chavez Apartments and Clinton Avenue Apartments) that are within ½ mile of high-quality transit lines, reflecting the City's commitment to producing affordable housing in infill areas with transit access, creating efficient land use patterns, in alignment with state priorities.	E	Resolution	LHTF Resolution Avalon Commons • File ID 23-650 • File ID 24-247 • Website	2	1	2	4
4C	Demonstration of regular use or planned regular use of funding (e.g., federal, state, or local) for preserving assisted units at-risk of conversion to market rate uses and conversion of market rate uses to units with affordability restrictions (e.g., acquisition/rehabilitation). For the purposes of this category, "regular use" can be demonstrated through the number of units preserved annually by utilizing this funding source.	The City regularly uses funds for affordable rental units and mobile homes (which are NOAH, or "naturally occurring affordable housing"). This preservation allows the housing to remain affordable and prevents their conversion to market rate. The Mobile Home Repair Program uses PHLA funds to support low-income (60% AMI) owner-occupied mobile homeowners with a grant up to $60k for home repairs. The City additionally approves the use of tax exempt bonds (TEFRA) for mobile home park acquisition and rehabilitation. In 2025, $71 million of financing was approved for two mobile home parks. The use of tax exempt bonds also supports the financing, acquisition, rehab, and construction of affordable housing rental units.	E	Programs	Mobile Home Repair Program TEFRA Resolution 2025-142 TEFRA Resolution 2025-127 TEFRA Resolution 2025-126 TEFRA Resolution 2025-125	2			2
4D	Provide grants or low-interest loans for ADU/JADU construction affordable to Lower- and Moderate-Income Households.	The City provides financial support for the development of ADUs. Total investment through 2025 is $5.625 million. As part of the Mayor's One Fresno Housing Strategy, the City is investing in the creation of a total of up to 125 ADUs. The Fresno City College Tiny Home Project represents a partnership between the City of Fresno and the State Center	E	Strategy Resolution	One Fresno Housing Strategy (Encourage accessory dwelling unit (ADU) development) Fresno City College Tiny Homes:	2	1	2	4

Appendix 3: Self-Scoring Sheet

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		Community College District. The City provided a grant in the amount of $849,209 to the College to provide the purchase of materials, labor, and supervision related to the construction of 24 tiny homes by students enrolled at Fresno City College. The project's purpose is to provide transitional housing to individuals experiencing homelessness, while providing training and experience to college students. Enhancement points in Category 1 are achieved by directly subsidizing the construction of affordable housing units on scattered sites located in an infill area, therefore implementing the One Fresno Housing Strategy priority of encouraging ADU development.		Program Map	• Construction Partnership Resolution • City of Fresno - File #: ID 23-385City of Fresno - File #: ID 23-263 • City of Fresno - File #: ID 24-760City of Fresno - File #: ID 24-793 See ADU Map, Appendix 7				
4E	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income Households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	The City of Fresno Municipal Code Section 4-203 (Surplus Real Property) addresses the handling of surplus real property, ensuring compliance with Gov. Code § 54220. This section mandates that any excess City-owned land to be declared surplus or exempt from the surplus land act have varying affordability requirements. Using surplus land, the Cesar Chavez Apartments will develop a new mixed-use, mixed-income affordable housing development consisting of 54 units of Off-Farm Labor rental housing. The City is partnering with Corporation for Better Housing (Developer) and the City of Fresno Redevelopment Agency and will provide $5,000,000 to the project from the Local Housing Trust Fund. The Project is expected to reach full occupancy by September 2027. Several Housing Element Programs contribute to these efforts, including Program 15 (Land Bank), Program 16 (Community Land Trust), Program 17 (Surplus Public Lands), and Program 32 (Opportunity to Purchase Act). Implementation of these programs will ensure affordable housing for lower income households for years to come. Per the Program 17 of the Housing Element, based on marketability and demand, the City will release sites when available for affordable housing development projects and facilitate development of 2,000 units, including 1,250 lower-income units. According to the timeline, the City has completed a list of potential City surplus sites and will develop a list of small publicly-owned sites by December 2025. Enhancement points in Category 3 are achieved through the implementation of Program 15 and Program 32 of the Housing Element, establishing a Municipal Land Bank that will actively acquire properties to become part of the City's strategy in developing publicly owned sites for affordable housing; and establishing an Opportunity to Purchase Act. The sites targeted by the Land Bank will include properties that have faced years of neglect and disrepair, leading to negative	E	Fresno Municipal Code Housing Element Funding	§Section 4-203 – Surplus Real Property 6th Cycle Housing Element (Programs 15, 16, 17, and 32) **Cesar Chavez Apartments** • File ID 25-317 • California Housing Partnership	2	3	1	3

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		impacts on surrounding communities. By obtaining these properties and bringing them back into productive use, the Land Bank will directly support place-based community and economic development investments in previously disinvested areas. The Opportunity to Purchase Act will allow qualifying tenants and local non-profits the opportunity to purchase existing buildings to be used and/or maintained for affordable housing.							
4F	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower-Income Households.	Fresno EIFD established and held public meetings. Projects financed may include affordable housing as authorized under the EIFD Law. Specific community-wide and regional benefits anticipated to be generated by the District include 10,056 housing units within the District. The District is in an area designated entirely as a Disadvantaged Community (DAC) based on CalEPA and CalEnviroScreen tool (version 3.0). Enhancement point in Category 3 is achieved through the EIFD targeting place-based investment for a disadvantaged community and promoting the addition of high-quality, infill housing options near high-frequency transit service (the Blackstone Corridor). Located within the EIFD on the Blackstone Corridor, the Manchester Center project will convert a historic Fresno shopping mall, constructed in 1955, into a mixed-use complex with more than 500 units of market-rate housing, as well as services and retail on the City's highest-frequency bus route.	E	Webpage Resolution	EIFD webpage EIFD Resolution Southern Blackstone Avenue Smart Mobility Strategy Manchester Center Project	2	3	1	3
4G	Prioritization of local general funds to accelerate the production of housing affordable to Lower-Income Households.	Every year, up to $1.5 million General Fund dollars are appropriated to the Local Housing Trust Fund to support the production of housing affordable to lower-income households. From its inception in 2021 to the present, the Fund has allocated $14,700,000 (which includes General Fund dollars) to four affordable housing projects in Fresno, including low-income and farmworker housing, and mobile home park acquisition. As an example, the Clinton Avenue Apartments is a new construction multi-family affordable rental housing development. The City of Fresno provided a $3,000,000 LHTF Loan to the developer to construct 77 units of affordable multi-family rental housing serving large families with incomes of between 30% and 60% of Area Median Income. This project is complete and has reached full occupancy. Additionally, in Fiscal Year 2023, the City of Fresno allocated $1.1 million to dedicate 12 staff members to the creation of affordable housing and homeless shelters. Since that time, the City has facilitated the construction of more than 1,000 new affordable housing units and an additional 250 shelter beds. These projects include affordable rental housing at Brand Haven, Arthur @ Blackstone, Hotel Fresno, Promesa	E	Budget Resolution Report Funding Master Plan	FY23 Budget adding positions LHTF Resolution LHTF 2024 Annual Report **Clinton Avenue Apartments** • File ID 22-383 See Appendix 7 for the Parkway Master Plan	2	1	2	4

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		Commons, among others, and new shelter units at Victory Village, Hope Pointe, and the Fresno Rescue Mission. As an example, Victory Village is a 62-bed emergency shelter the City of Fresno was able to develop with the help of a $13.4 million Project Homekey grant from the State of California. This grant enabled the City to purchase a deteriorated motel on Parkway Drive to provide those experiencing unsheltered homelessness with a path to new opportunities. Enhancement points in Category 1 are achieved by implementing an element of a unified strategy (Parkway Master Plan) to promote housing affordable to lower-income households while achieving multiple planning objectives, include promoting efficient land use through the rehabilitation of existing buildings and reinvestment to the Parkway neighborhood that was divided by Highway 99.							
4H	Directed residual redevelopment funds to accelerate the production of affordable housing.	Successor Agency to the Redevelopment Agency of the City of Fresno has funded and continues to fund affordable housing projects such as the affordable housing development projects listed in Appendix 7. Enhancement category 1 is achieved through the Heritage Estates Project, which aligns with state goals of infill development of affordable housing in a high-frequency transit corridor. It is a new subdivision consisting of 33 single-family homes available for purchase by eligible first-time homebuyers. The developer, Fresno Housing Authority, acquired the property from the City of Fresno Redevelopment Agency, and the City of Fresno will provide a $3,000,000 loan from its Permanent Local Housing Allocation funds, as well as $1,400,000 in CalHome Reuse funds to be used for Mortgage Assistance. Of the 33 homes, 25 will be reserved for Very Low- to Low-Income households earning between 50% to 80% Area Median Income. The first 5 homes are expected to be completed in August 2025.	E	Spreadsheet Funding	Successor Agency to RDA of Fresno - Overview of Affordable Housing Development (see Appendix 7) **Heritage Estates** • File ID 2415 • Heritage Estates	1	1	2	3
4I	Development and regular (at least biennial) use of a housing subsidy pool, local or regional trust fund, or other similar funding source sufficient to facilitate and support the development of housing affordable to Lower-Income Households.	The City releases a NOFA for the LHTF every year (unless no funding is available due to being expended on housing development projects). The LHTF supports the development of housing affordable to lower-income households. On March 6, 2023, the City of Fresno Housing Division released a Local Housing Trust Fund Notice of Funding Availability (NOFA) soliciting proposals from developers to construct new Affordable Rental Housing restricted to households with average incomes of no more than 60% Area Median Income and a minimum of 30% of units supporting households with an average income of no more than 30%. In response to the NOFA, the Division received eight applications.		Funding	LHTF webpage **La Hacienda Mobile Estates** • File ID 25-72 • Self-Help Enterprises **Avalon Commons Phase II** • File ID 23-650 • File ID 24-247 • Avalon Commons	1	7	1	2

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		One of the applications received was the Avalon Commons Phase II project with Fresno Housing Authority. After preliminary underwriting review of the applications, the Division convened the LHTF Review Committee to review and score the applications. Based on the Committee's scores, the Avalon Commons Phase II project was determined to be the most shovel ready and was recommended for funding in the amount of $3,000,000 in LHTF program funds. Avalon Commons Phase II is an infill project located in a high-resource area at the intersection of Chestnut and Herndon. The City provided a $3,000,000 LHTF Loan to the developer Fresno Housing Authority, to reserve 11 of the 45 units for Extremely Low- to Low-Income households whose incomes are at or below 60% Area Median Income. The Project is expected to reach full occupancy by February 2028. This project, located in a high resource area in north Fresno, exemplifies enhancement category 7 by increasing housing choices for Lower-Income Households in High Resource areas.							
4K	Providing operating subsidies for permanent Supportive Housing.	The City provides operating subsidies for permanent supportive housing projects. Two permanent supportive housing projects include the Welcome Home/Sierra Crossing Project and the City Studios Project. Welcome Home/Sierra Crossing Project -New construction/modular development -96 units of permanent affordable housing in northwest Fresno -Funded primarily through Homekey 3, with the City and Valley Teen Ranch (Developer) contributing additional funds. -Units are reserved for individuals and youth experiencing or at-risk of homelessness -Eligible households will be earning at or below 30% AMI. - Of the $21,983,607 total award, $1,721,932 is allocated to operating expenses (see page 1 of Exhibit E of the Standard Agreement). Enhancement points for aligning with state priorities by subsidizing infill development of permanent supportive housing along a high-quality transit route via the City Studios Project. City Studios Project -Motel conversion/rehabilitation infill development located on the Blackstone Corridor -34 units of permanent affordable housing in central Fresno -Funded primarily through Homekey 3, with the City and Fresno Mission (Developer) contributing additional funds. -Units are reserved for individuals and youth experiencing or at-risk of homelessness -Of the $9,598,131 total award, $1,087,605 is allocated to operating expenses (see page 1 of Exhibit E of the Standard Agreement).	E	Program Funding	See Appendix 7 for Program Standard Agreements Consolidated NOFA **Sierra Crossings (Welcome Home)** • File ID 23-1523 • Sierra Crossing **City Studios** • File ID 24-362	1	2	1	2

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4L	Providing subsidies for housing affordable to Extremely Low-Income Households.	The City's Homeless Services Division has an ERF-3 Rapid Rehousing project with Community Health Improvement Partners (CHIP). Funding is provided for 100 beds in shared living with no income requirements for this project. Participants only need an ID and CHIP staff work with the individuals to gain income. In addition, the City has the Transitional Aged Youth (TAY) Rapid Rehousing program with RH Community Builders offering 25-units serving youth ages from 18 to 24. The City also utilizes CDBG, ESG, and HPWA funds to support organizations that serve extremely low-income individuals and families, including assisting with access to housing (mortgage and rent assistance, PG&E, rapid rehousing, and transitional housing). On an ongoing basis, the City will seek other funding opportunities that allow subsidy of housing affordable to Extremely Low-Income Households.	E	ERF-3 CHIP Agreement HHAP-Youth RH Community Builders Agreement	City of Fresno - File #: ID 24-1398 City of Fresno - File #: ID 24-1557	1	8	1	2
4M	Other policies not described in Categories (4)(A)-(L) of this section that quantifiably promote, develop, or leverage financial resources for housing affordable to Lower-Income Households.	The City of Fresno leverages financial resources for first-time homebuyers through the Mortgage Assistance Program and the Llaves De Tu Casa Iniciativa. The Mortgage Assistance Program helps low-income households qualify for homebuyer assistance through a forgivable $100k loan with no monthly payment or cash contribution required. The City launched the Llaves De Tu Casa Iniciativa, which is a comprehensive, financial education program open to all Fresno residents but with a focus on increasing Latino homeownership rates. A total of up to $22,000 could be available to qualified buyers under the program. The partners driving the initiative are NAHREP (National Association of Hispanic Real Estate Professionals) Fresno, the City of Fresno, Federal Home Loan Bank (FHLBank) of San Francisco, Self-Help Enterprises, and Union Bank. Additional enhancement points for the launch of the Llaves De Tu Casa Initiativa. The availability of these funds to first-time, Latino homebuyers directly works to affirmatively furthering fair housing and help marginalized communities build generational wealth. The homebuyer programs also help implement Program 19 of the Housing Element.	E	Website Website Brochure Housing Element	Homebuyer Resources Llaves De Tu Casa Iniciativa Mortgage Assistance Program 6th Cycle Housing Element (Program 19 – Home Buyer Assistance)	1	8	1	2
Total						56		45	101

Appendix 4: Examples of Prohousing Policies with Enhancement Factors

If a Prohousing Policy incorporates any of the enhancement factors specified in the Scoring Criteria Enhancement Factors chart, it will receive extra points as indicated therein. Examples of such qualifying Prohousing Policies include the following:

Category 1: Favorable Zoning and Land Use

- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in Location Efficient Communities.
- Rezoning sufficient sites to accommodate 150 percent or greater of the Regional Housing Needs Allocation by total or income category, including sites in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Rezoning to accommodate 125 to 149 percent of the Regional Housing Needs Allocation in downtown commercial corridors or other infill locations.
- Expanding density bonus programs to exceed statutory requirements by 10 percent or more in Location Efficient Communities.
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2 in Location Efficient Communities.
- Increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity in downtown commercial corridors or other infill locations.
- Coupling rezoning actions with policies that go beyond state law requirements in reducing displacement of lower-income households and conserving existing housing stock that is affordable to lower-income households.

Category 2: Acceleration of Housing Production Timeframes

- Ministerial approval processes for multifamily housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Streamlined, program-level CEQA analysis and certification of specific plans in Location Efficient Communities.
- Documented practice of streamlining housing development at the project level in downtown commercial corridors and other infill locations.
- Expedited permit processing for housing affordable to lower-income households in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 3: Reduction of Construction and Development Costs

- Fee waivers for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Fee waivers or reductions for higher density housing in downtown commercial corridors or other infill locations.
- Measures that reduce costs and leverage financial resources for transportation-related infrastructure or programs in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Adoption of universal design ordinances to increase housing choices and affordability for persons with disabilities in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Permitting innovative housing types, such as manufactured homes, recreational vehicles or park models, in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).

Category 4: Providing Financial Subsidies

- Targeting local housing trust funds to acquisition or rehabilitation of existing affordable units, or to affordable units at risk of converting to market rate uses, in Low Resource and High Segregation & Poverty areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Marketing grants and other financial products for ADUs/JADUs in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Utilizing publicly owned land for affordable housing in High Resource and Highest Resource areas (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Establishment of an Enhanced Infrastructure Financing District or similar local financing tool in a Low Resource or High Segregation & Poverty area (as designated in the most recently updated TCAC/HCD Opportunity Maps).
- Directing residual redevelopment funds or general funds to conservation or preservation of affordable housing in areas at high risk of displacement.

Appendix 5: Homeless Encampment Template

Subchapter 6.6 Prohousing Designation Program requires applicants to confirm that its treatment of encampments on public property complies with and will continue to comply with the constitutional rights of persons experiencing homelessness. An application must include a one-page summary demonstrating how the applicant has enacted best practices in their jurisdiction related to the treatment of unhoused individuals camping on public property, consistent with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments (June 17, 2022). The following template and certification are included to help jurisdictions meet this threshold.

- **Principle 1: Establish a Cross-Agency, Multi-Sector Response to Encampments –** Describe how system partners (name partners) work together to prioritize health and safety both for residents and unsheltered individuals. (350 characters max)

  Fresno's Homeless Assistance Response Team (HART) consists of four units: HOPE Outreach, HART Code, HART PD, and HART Sanitation. Together they work to connect individuals to available services and address unsanitary and/or unsafe camp locations. The team works across departments in the organization and with outside non-profit partners.

- **Principle 2: Engage Encampment Residents to Develop Solutions –** Describe street outreach efforts to engage with encampment residents to find alternative shelter, housing, and service options using the housing first approach before an existing encampment is closed. (350 characters max)

  Street Outreach regularly meets encampment residents to build trust and connect them to emergency shelter and services. If assistance is refused, outreach continues to follow-up to develop rapport and support placement into temporary or permanent housing before closing the encampment.

- **Principle 3: Conduct Comprehensive and Coordinated Outreach –** Describe multidisciplinary connection strategies and linkages to resources and permanent housing solutions that is customized to individual needs. If applicable, describe how the jurisdiction uses the coordinated entry system to connect individuals to resources and permanent housing. (350 characters max)

  The City's outreach team and the Fresno Madera Continuum of Care (FMCoC) Access Sites utilize the Coordinated Entry System (CES) to coordinate and connect individuals to resources in the community. CES facilitates the formation of custom strategies to best serve individuals requesting resources, leading to a temporary or permanent housing solution.

- **Principle 4: Address Basic Needs and Provide Storage –** Describe efforts to meet basic needs, health, safety, and access to storage (timeframes) for people experiencing unsheltered homelessness while creating clear pathways to permanent housing. (350 characters max)

  The outreach team connects unsheltered individuals to shelter and services. With the Encampment Resolution Funds (ERF), the City supports pathways to housing by including Rapid Rehousing services. ERF also added resources such as clinicians and

AOD counselors who link individuals to behavioral health and substance use treatment, addressing health, safety, and stability needs.

- **Principle 5: Ensure Access to Shelter or Housing Options –** Describe how low barrier resources to housing and supportive services are communicated to encampment residents. Include how strategies involve alternative measures to criminalization, focusing on service engagement and harm reduction. (350 characters max)

  When the outreach team interacts with individuals in encampments, they provide a low-barrier approach and utilize harm reduction strategies to engage each person effectively. The City has designated its shelters as low-barrier facilities, and staffed to assist participants in developing personalized housing plans. The goal is to support each individual in exiting the shelter with a positive outcome

- **Principle 6: Develop Pathways to Permanent Housing and Supports –** Describe Housing First strategies emphasizing low barriers, a harm-reduction model, and services to support people obtaining permanent housing more efficiently. Identify efforts to align federal, state, and local funding/programs to provide clear pathways to permanent housing. (350 characters max)

  The City used ERF-3 funding to launch a Rapid Rehousing project, creating clear, low-barrier pathways to permanent housing. Additional resources enable harm-reduction-focused support, helping participants develop housing plans efficiently and align with federal, state, and local funding streams.

- **Principle 7: Create a Plan for What Will Happen to Encampment Sites After Closure –** Describe plans for former encampment spaces (long-term solutions to prevent encampments from reoccurring). Include efforts to emphasize safety, accessibility, and inclusivity that improve infrastructure. Example: Communities can include curb cuts to increase mobility access and enhanced lighting to encourage safety. (350 characters max)

  After closure, encampment sites are monitored for recurrence and addressed as soon as possible if required. Private properties are evaluated, and property owners are advised of best practices to keep encampments from recurring. Recommended measures include adequate lighting, property maintenance, termination of outside utilities, and submission of a request for nuisance enforcement.

Certification and Authorization:

_____ _____

Signature of Authorized Representative Date

Appendix 6: Public Participation Checklist

Pursuant to Sections 6601, 6602, and 6605, applicants are required to demonstrate how they have engaged in a “Diligent Public Participation Process.”

Please complete this checklist, and sign, to confirm that the applicant has complied with this requirement. Attach and reference any comments you received during the process.

Regulation Text	Explanation	Yes	No
Outreach through a variety of methods and languages to ensure access to the public process and provide opportunities for public input.	Applicant should use methods such as newspaper ads, email, social media, fliers, etc., to inform the public that an application has been drafted and posted for public comment. Language access should reflect languages spoken in your local community and should be available in multiple languages in print media or upon request for digital media.	☒	☐
Specific effort to engage all segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers, and special needs service providers.	Individuals and organizations representing lower-income and special needs households, for-profit and non-profit developers, and special needs service providers should be engaged, informed of, and offered an opportunity to comment on the application. Outreach lists utilized for Housing Element compliance would suffice.	☒	☐
Availability of the draft document to the public, including notification to interested parties and all segments of the community, for thirty (30) calendar days and subsequent versions for seven (7) calendar days.	Applicants should post the application in print and digital forms, collect comments, and incorporate those comments into the application if necessary. Making the application available to the public could be satisfied by posting the application online and/or announcements through other mediums (e.g., local newspapers) so long as these forums include diverse segments of the community, including individuals or representatives of lower-income and special needs households, for-profit and non-profit developers, and special needs service providers.	☒	☐
Public hearings and informative meetings.	For the purposes of satisfying this requirement, a City Council or Board of Supervisors meeting informing the public of the jurisdiction's intent to submit a Prohousing Designation Program application, in addition to any subsequent meetings necessary to make revisions in response to public comment, will satisfy this requirement.	☒	☐

Consideration of comments, including incorporation of comments into a jurisdiction's application and Prohousing Policies as appropriate.	Provide all comments received with a description of how the comment was incorporated into the application. If the comment is not appropriate for incorporation, please describe why.	☒	☐

Certification and Authorization:

Signature of Authorized Representative Date

Appendix 7: Additional Information and Supporting Documentation

APPENDIX 7

SUPPORTING DOCUMENTATION

CATEGORY 1L

FRESNO PARKWAY MASTER PLAN 2023

City of Fresno
Final Draft
December 1, 2023

Parkway Neighborhood Master Plan




Valero
Valero

Parkway Neighborhood Master Plan

City of Fresno | December 1, 2023

Prepared By: PlaceWorks

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Acknowledgements

We would like to acknowledge the following people, without whom the preparation of this plan would not be possible.

City of Fresno

Jerry P. Dyer, Mayor

Kelli Furtado, Chief of Staff, Office of the Mayor

Miguel Arias, Councilmember, District 3

Philip Skei, Assistant Director of Planning & Development

Fresno Housing

Tyrone Roderick, Chief Executive Officer

Michael Duarte, Chief of Real-Estate Development

Eduardo Rodriguez, Community Planning Analyst

Dave Brenner, Real-Estate Development

Brandon Gonzalez, Real-Estate Development

Community Partners

Angie Isaak, Jane Addams CDC

Richard Burrell, Live Again Fresno

Beth Doyle, Addams Elementary School

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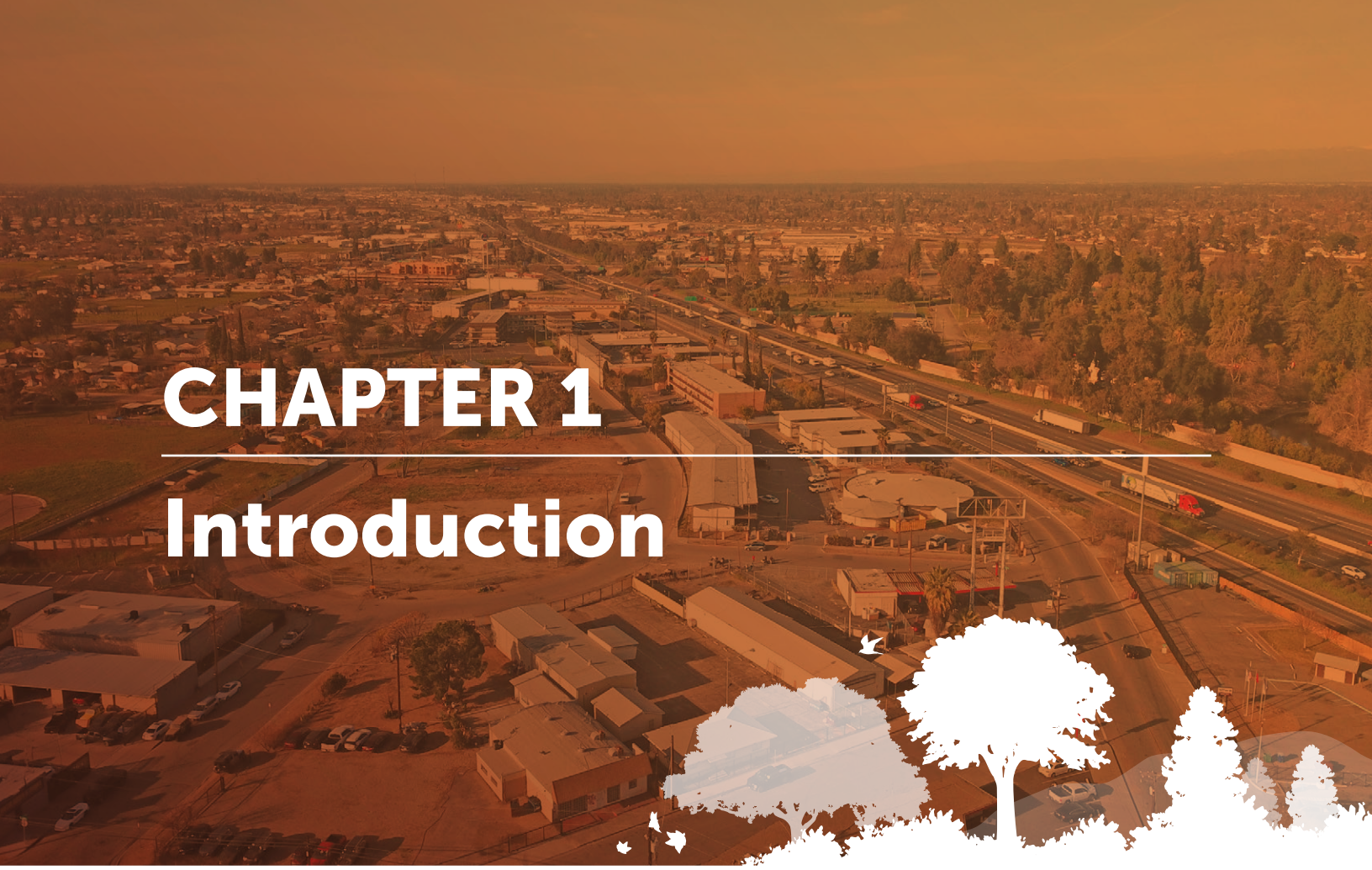
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CHAPTER 1
Introduction

Purpose of the Parkway Neighborhood Master Plan

The City of Fresno and Fresno Housing have begun an effort to create a new, vibrant, healthy, equitable neighborhood center in the Jane Addams neighborhood of Fresno. This effort has included input from community members and stakeholders like Jane Addams Community Development Corporation, Addams Elementary School, and community residents, as well as leadership at the highest levels of City governance.

This Master Plan sets a vision for this new neighborhood center and describes the steps needed to transform an existing unsustainable motel row into an attractive place for families to live, work, shop, and play.

This Master Plan will provide a framework for new development and improvements to existing services and infrastructure. It will guide decisions to be made by the City and Fresno Housing over the next 20 years and will also set a vision for future development by private property owners and developers.

This *Introduction* will describe the history and existing conditions in the area, followed by a description of the Master Plan for transformation of the area. The *Master Plan Concept* section is the heart of the Master Plan and describes the vision for the future of the area. The Master Plan contains three other sections: *Circulation and Public Services, Implementation, and Design Recommendations.*



Background and History

The Jane Addams neighborhood sits on the western edge of the city along county lines near downtown Fresno. Named after the internationally renowned progressive social reformer, women's rights advocate, pacifist, and activist during the late 19th and early 20th Centuries, the neighborhood had humble beginnings. Located adjacent to rich agricultural land, the area began as a rural residential neighborhood that consisted primarily of single-family homes in the County of Fresno.

In 1903, Frederick and Marianne Roeding gifted Roeding Park to the City of Fresno as a major public park. After another donation and additional land purchase by the City, the park grew to its current total of 159 acres in size. The Chaffee Zoo was added in the 1920s.[1] The Jane Addams Elementary School is the only school in the neighborhood. It was created in 1911 under the Teilman District as Teilman No. 2 Elementary School. After the Teilman District merged with the Fresno Unified School District in 1931, the school was then given its current name the Jane Addams Elementary School.[2]

The Parkway neighborhood itself began as the Roeding Park Gardens subdivision in 1946, still part of the County of Fresno. Following the 1957 California Department of Highways Plan that called for the construction of State Routes 99, 41, and 180, auto-oriented motels were introduced in the neighborhood during the 1960s. Popularly known as "Motel Row", these motels and their notable signage are easily visible from Highway 99. The neighborhood was formally annexed by the City of Fresno in 1970s.

1 "Roeding Park," Wikipedia, The Free Encyclopedia, https://en.wikipedia.org/w/index.php?title=Roeding_Park&oldid=1150701912 (accessed October 8, 2023).

2 "History of Fresno Unified." Fresno Unified School District. https://www.fresnounified.org/history/ (accessed October 8, 2023)



Source: Fresno Unified School District.

The Parkway neighborhood has grown steadily over time and changed from its original rural character. However, isolation by the Union Pacific Railroad and Highway 99, combined with underinvestment has led to a deficiency in amenities, services, and infrastructure for residents over time. The highway system exacerbates these economic and livability issues with environmental justice issues, such as negative environmental impacts on air quality and noise. The motel properties became underutilized over time and unfortunately became grounds for frequent human trafficking, gangs, and drug activity.

Despite these issues, the neighborhood remains a strong and well-knit community that has continually advocated for its improvement and well-being. The City is prioritizing the improvement of the Parkway neighborhood and its residents through this Plan. The City and Fresno Housing have coordinated to successfully acquire and transform several of the motels for redevelopment into a livable, mixed-income community with new housing and amenities, facilitated through the State of California Roomkey Program and successive Homekey Program launched during the COVID-19 to fund conversion of motels into emergency homeless shelters. As of the writing of this plan, three of the motel sites being developed; furthest along being the former Sun Lodge motel site.

Relationship to Other Plans

The Plan Area is affected by the regulations and standards of the documents described in this section.

City of Fresno General Plan (Updated 2022)

The General Plan provides the blueprint guiding long-term growth and development of the city. It establishes land use categories to provide a framework for what types of developments and uses are allowed to happen on each parcel during this period. All developments and neighborhood plans must be consistent with the General Plan. Most of the land within the Plan Area is designated as Neighborhood Mixed Use and Low-Density Residential with a pocket of Medium/High-Density Residential for the lot with the mobile home park. The following describes each of these land use designations.

■ Neighborhood Mixed Use

- » Minimum Density: 12 units per acre
- » Maximum Density: No limit
- » Maximum FAR[3]: 1.5

Parcels in Neighborhood Mixed Use must allow for a minimum of 50 percent residential uses and is intended to provide mixed use districts that are local serving and pedestrian oriented. These would be achieved through ground-floor retail uses combined with either housing or offices arranged horizontally or vertically. Buildings are envisioned to be two to three stories high. Automobile-oriented uses are not permitted.

■ Low-Density Residential

- » Minimum Density: 1 unit per 5 acres
- » Maximum Density: 3.5 units per acre
- » Maximum FAR: N/A

Parcels designated Low-Density Residential are intended to provide for large-lot residential development, such as rural residential, ranchettes, or estate homes.

■ Medium/High-Density Residential

- » Minimum Density: 12 units per acre
- » Maximum Density: 16 units per acre
- » Maximum FAR: N/A

3 FAR = floor-area ratio

Parcels designated Medium/High-Density Residential are intended to provide dense housing appropriate for neighborhoods with a mix of single-family residences, townhomes, garden apartments, and multifamily apartment buildings.

Downtown Neighborhoods Community Plan

The Downtown Neighborhoods Community Plan (DNCP) was published in July 2016 as a tool for the community to regenerate Downtown Fresno. It provides a vision and policies to guide land use and development, transportation, streets, parks, infrastructure, historic resources, and health and wellness. The DNCP study area consists of seven areas, the Plan Area being within the Jane Addams Neighborhoods area. It refines and builds on the goals set forth by the General Plan for Downtown Fresno.

The DNCP characterizes the Jane Addams Community Plan Planning Area as single-family houses on large lots adjacent to auto-oriented motels and several mobile home parks that are largely disconnected from the rest of Fresno to the east and south by State Routes 99 and 180 and lacking in neighborhood-scale open space, retail, and services, as well as gaps in curbs, sidewalks, and trees.

DNCP policies for the Jane Addams area include focusing on infill development, creating a pedestrian-friendly environment, making the neighborhood more self-sufficient with regards to shopping and services, improving access to open space, and transforming the neighborhood into an attractive, mixed-income area adjacent to Downtown Fresno.

Citywide Development Code

The Citywide Development Code regulates the parcels of the city by designating a zoning district for each lot, listing allowable uses for each district, and providing standards required for site development, such as density, height, and setbacks. Parcels in the Plan Area are mostly Neighborhood Mixed-Use (NM-X) with Residential Single-Family (RS-3) along the western edge and one pocket of Residential Multifamily Mobile Home Park (RM-MH) on the northwestern edge.

Active Transportation Plan

The City of Fresno Active Transportation Plan (ATP), published in 2016, establishes the pedestrian and bicycle network for the city. It documents existing conditions of pedestrian and bicycling facilities within the network and identifies planned facilities and improvements. The ATP identifies planned Class I and II bicycle facilities along Belmont Avenue that runs through the Plan Area. There is an existing Class II bicycle facility along Olive Avenue west of Crystal Avenue.

Covenants, Conditions, and Restrictions

Lots within the Plan Area may be under restrictions set by covenants, conditions, and restrictions (CC&Rs). CC&Rs are declarations put on deeds, specifically when land is subdivided, to ensure future use and development of land follow certain rules set by the original landowner or seller of the land. These are often used to establish a common set of rules for multiple properties to follow. Article 40 of the City Municipal Code establishes provisions for CC&Rs. Though providing the grounds for common interest development of a neighborhood or area, CC&Rs may limit change and the ability for future property owners to pursue new types of developments depending on the restrictions. CC&Rs can be amended or removed through a legal process.

How to Use this Plan

This Master Plan was developed for use by the following parties:

- **City of Fresno:** To be used by City staff to aid in the solicitation of development proposals for parcels in the Plan Area.
- **Fresno Housing:** To be used by Fresno Housing to guide development of Fresno Housing sites and housing.
- **Community Members and Residents:** To use as a guide for following the long-term development of the area and as an advocacy tool.
- **Private Developers:** To understand envisioned developments for the Plan Area and gauge if appropriate to pursue development in the Parkway Neighborhood.







Planning Process and Community Engagement

The City of Fresno and Fresno Housing retained PlaceWorks as the primary consultant for preparing this Master Plan. In August 2022, the project team facilitated initial meetings with staff from the Mayor's Office, Councilmember Miguel Arias and his staff, the City of Fresno staff, and Fresno Housing to understand goals and issues for the project. Within the same month, the project team met with community-based organizations active within the Plan Area, including Addams Elementary School, Jane Addams Community Development Corporation, Live Again Fresno, Turning Point, and the Fresno Chaffee Zoo to understand their goals and concerns for the neighborhood.

PlaceWorks used this input to then generate draft plan concepts, which was reviewed with the project team on December 6, 2022. Following this review and input, the project team presented the draft plan concepts at a community workshop that took place on February 8, 2023.

Planning Boundaries and Existing Conditions

Planning Boundaries

Figure 1-1 shows the boundaries for the Jane Addams Community Plan Planning Area and the Master Plan Area within it. Figure 1-2 shows the Master Plan Area in closer detail. The boundaries of the Plan Area are Hedges Avenue to the north, Warren Avenue to the east, Franklin Avenue to the south, and west of Crystal Avenue to the west.

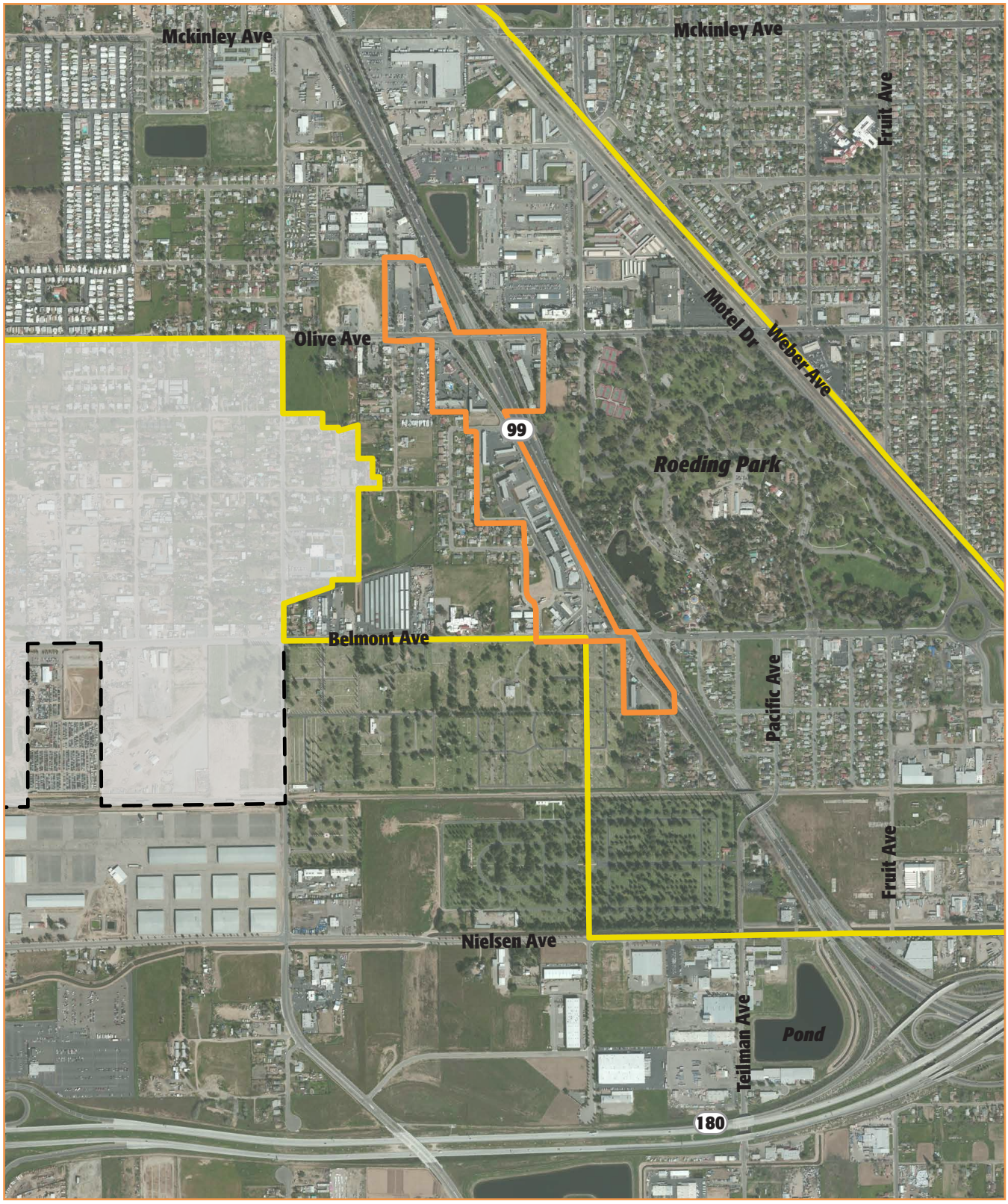


Figure 1-1: Planning Boundaries



Figure 1-2: Parkway Neighborhood Master Plan Area



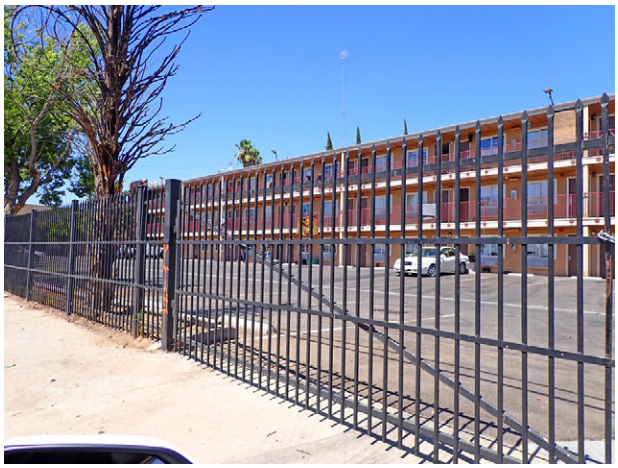
Existing Conditions

The Plan Area is mostly composed of existing motel buildings, some of which are vacant. These are the parcels that are the primary focus for future housing development, some of which are already under development. The remaining lots are single-family homes that have been included solely to capture areas for street and public realm improvements around the neighborhood. Parkway Drive is the primary north-south local street in the area. Olive Avenue and Belmont Avenue are the primary east-west collectors running along the north and south ends of the site. In between, key streets within the neighborhood are Dennett Avenue, Dolores Avenue, Harvey Street, Warren Avenue, Thomas Avenue, and Parkview Drive. Highway 99 disconnects the Plan Area to the east from the remainder of the city.









The motel buildings are typically single-loaded structures that are surrounded by large surface parking lots. There is a lack of tree canopy throughout and several vacant lots. Many of the motels are in fair condition. Through the Homekey Program, the City of Fresno and Fresno Housing have converted several of these motels to emergency shelters for the homeless population. The single-family homes are mostly single-story structures set within large lots. Some of the streets lack a sidewalk on one side.





Property Ownership

Figure 1-3 shows the status of ownership for the properties within the Plan Area between the City of Fresno, Fresno Housing, and private property owners. At the time of preparation of this document, both the City and Fresno Housing have made substantial progress on acquiring these sites and are actively pursuing acquisition of more sites. The long-term goal is to acquire enough sites to allow for contiguous new housing along the Plan Area.

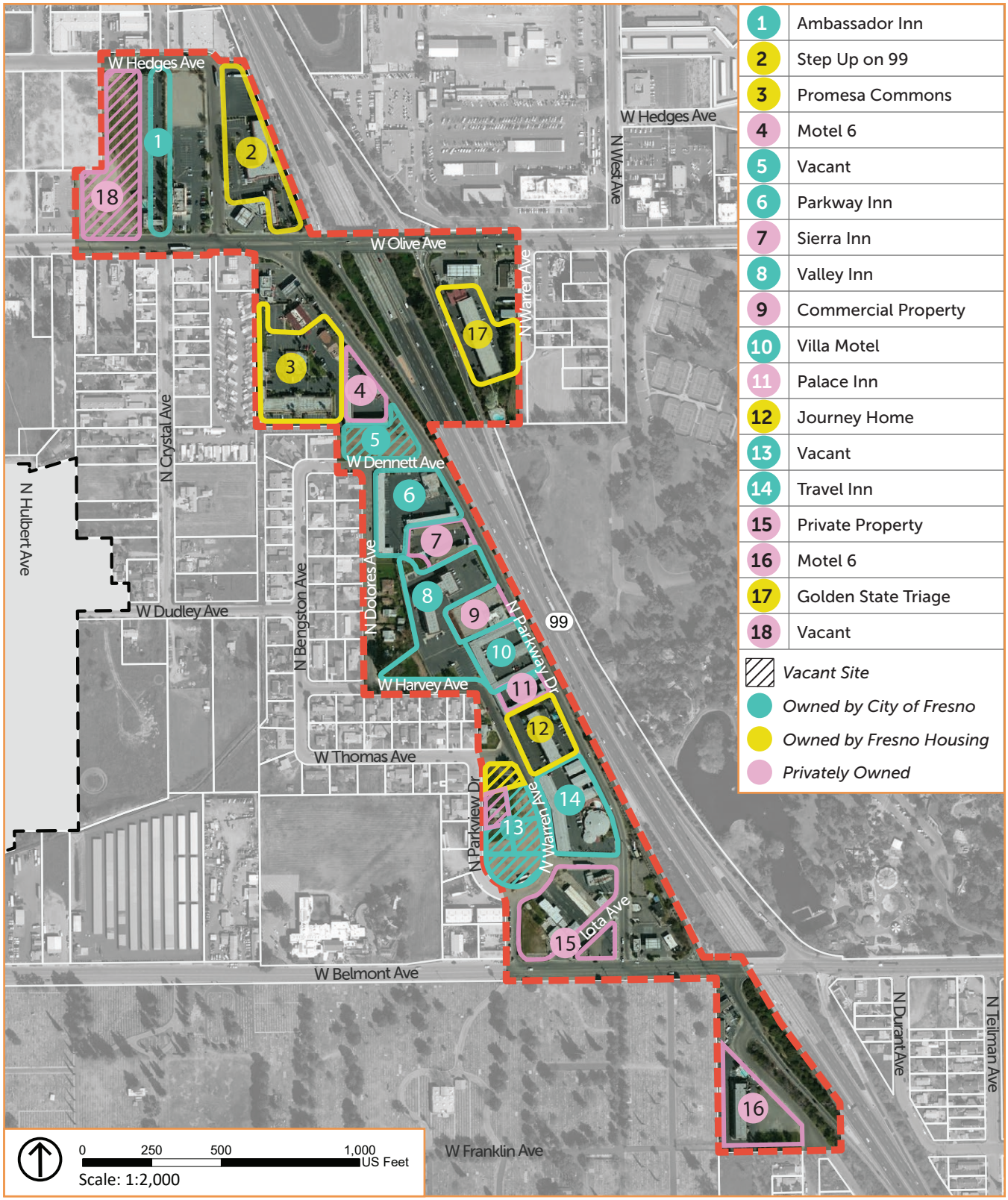


Figure 1-3: Property Ownership

Social and Environmental Conditions

The Jane Addams neighborhood is a strong and well-knit community that is highly impacted by several social and environmental conditions and issues. CalEnviroScreen 4.0, a tool developed by the California Environmental Protection Agency to assess census tracts for environmental justice issues, scores the area in the 99th percentile, making the neighborhood a "disadvantaged community" according to California law.[4] This score is a composite score combining indicators of both population vulnerability characteristics and pollution burden. Figure 1-4 shows the CalEnviroScreen 4.0 map for the area. The key issues prevalent in this area are described herein.

Homelessness

Reducing the number of people experiencing homelessness is a high-priority issue for the City of Fresno. The Point in Time Homeless Count by Fresno Madera Continuum of Care in 2022 identified 4,216 persons experiencing homelessness in Fresno and Madera Counties, of which, 2,338 were unsheltered.[5] The use of several motels as emergency shelters through the Roomkey Program launched during the COVID-19 pandemic is part of a solution to help address this issue. Deployment of Homekey funds by Fresno Housing and the City of Fresno follows up on that to rehabilitate those shelters and provide permanent affordable housing for the city. Regardless, there are still issues and concerns around homelessness that this neighborhood will have to grapple with, and programmatic aspects of the new development can help address this through health clinics and supportive housing. Furthermore, redevelopment of the sites will eventually eliminate the use of the motels as emergency shelters, and the City is actively pursuing other locations to fill this need.

Human and Drug Trafficking

Parkway Drive is known as an area where human and drug trafficking takes place. The corridor has been the target of multiple crackdowns by city law enforcement to curtail such activities. Despite these actions on the City's part, these illicit activities continue to prevail along the corridor.

The hotels and motels have historically served as critical infrastructure for human trafficking operations as locations for where commercial sex takes place, particularly due to their insecure and reclusive locations. The City of Fresno has placed combating and prevention of

4 CalEnviroScreen 4.0. California Environmental Protection Agency, Office of Environmental Health Hazards Assessment. https://experience.arcgis.com/experience/11d2f52282a54ceebcac7428e6184203/page/CalEnviroScreen-4_0/

5 2022 Point in Time (PIT) Homeless Count. Fresno Madera Continuum of Care. https://www.co.fresno.ca.us/Home/Components/News/News/1007/1557#:~:text=The%202022%20count%20identified%204%2C216,of%20which%202%2C338%20were%20unsheltered.

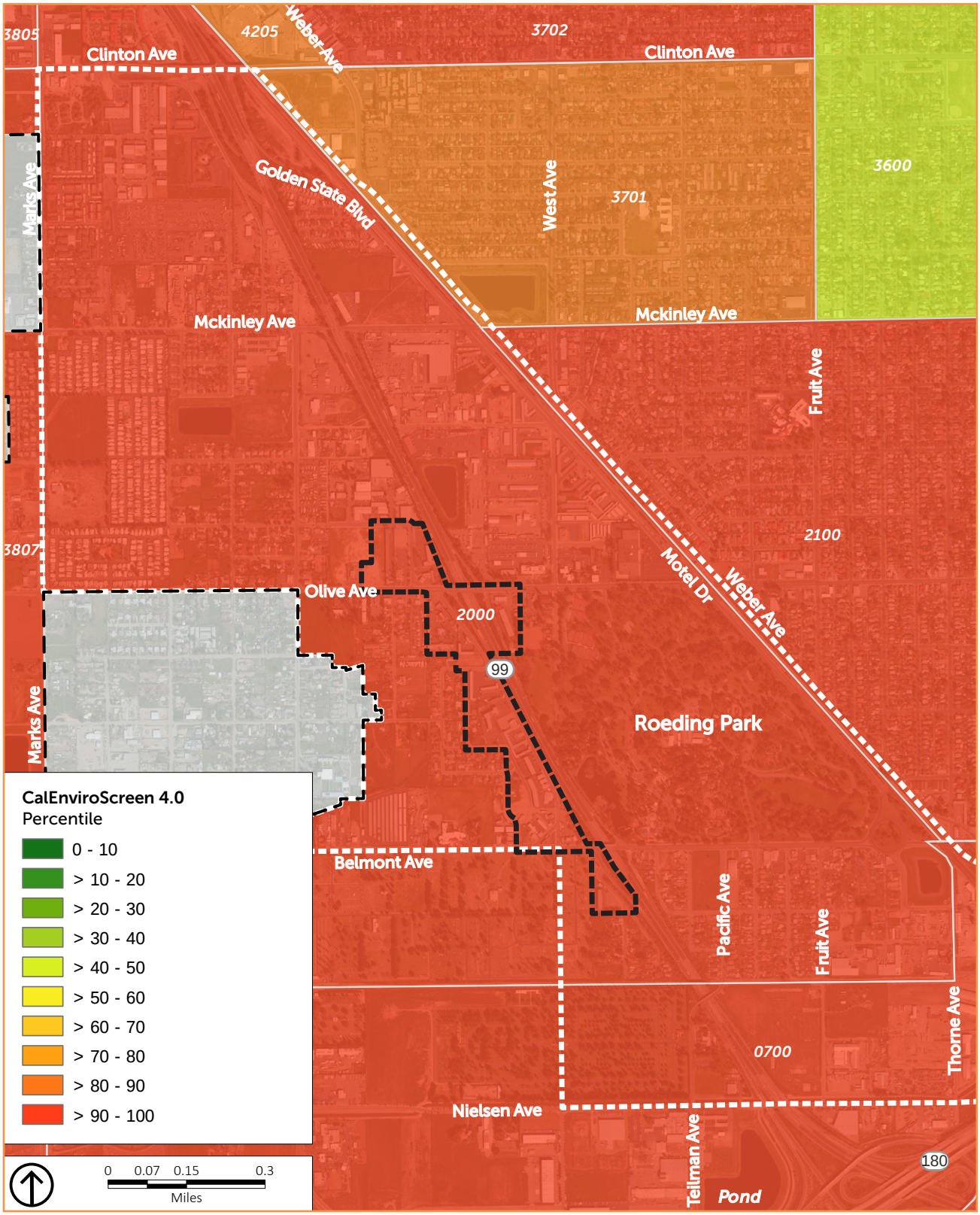
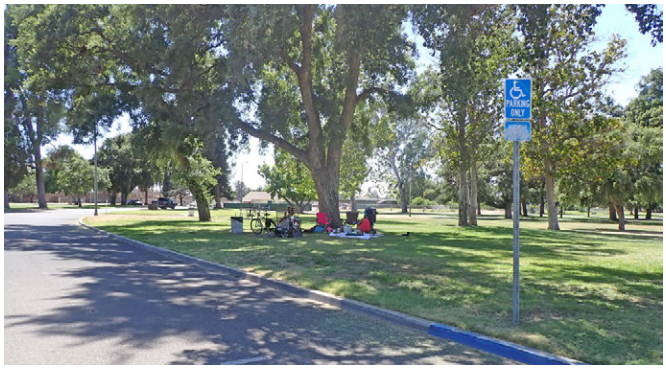


Figure 1-4: CalEnviroScreen 4.0 Results





human trafficking as a high priority within the city and the transformation of the motels along Parkway Drive is a key part of the plan to address this difficult issue.

Another important issue, though less severe than human trafficking, is drug trafficking along Parkway Drive. The corridor is used by organized crime and dealers to sell and exchange illegal substances.

Food Desert

Food deserts are areas within a community that lack access to a supermarket, supercenter, or grocery store that provides fresh and healthy produce, such as fresh vegetables, meats, and fruits. The United States Department of Agriculture defines food deserts as a census tract where at least 500 people, or 33 percent of the population, live more than one-half mile from the nearest supermarket, supercenter, or large grocery store. The nearest grocery store relative to the Plan Area is Vallarta Supermarkets, which is almost two miles north of the Plan Area and is further disconnected by being on the east side of Highway 99. This indicates the need for a grocery store that is closer to the Parkway neighborhood. Consideration of ethnic grocery stores and food markets would be important for serving communities of color by providing ingredients that may not be typically available for purchase elsewhere. Compounding this community health issue is the oversaturation of liquor stores in the Plan Area. Fresno has a higher concentration of liquor store licenses per person at 1 license per 1,000 residents than the recommended state limit of 1 liquor store license for every 2,500 residents.[6] Restricting new liquor licenses within the Plan Area, combined with prioritization of healthy grocery retail, would greatly benefit community health for current and future residents in the neighborhood. Figure 1-5 shows existing supermarket locations nearest to the Plan Area with a 1.5-mile radius showing their service areas.

Lack of Services and Amenities

In addition to being classified as a food desert, the Jane Addams neighborhood lacks access to other services and amenities, such as open space. Addams Elementary School is the only school within the area, approximately one mile north of the Plan Area, and is adjacent to one of the city's retention basin parks. The only other open space is Roeding Park, which lacks safe pedestrian access due

6 Babb, Mederios. "Plan designed to cut liquor store licenses in Fresno approved by city council."*Your Central Valley.* October 25, 2020. https://www.yourcentralvalley.com/news/plan-designed-to-cut-liquor-store-licenses-in-fresno-approved-by-city-council/.

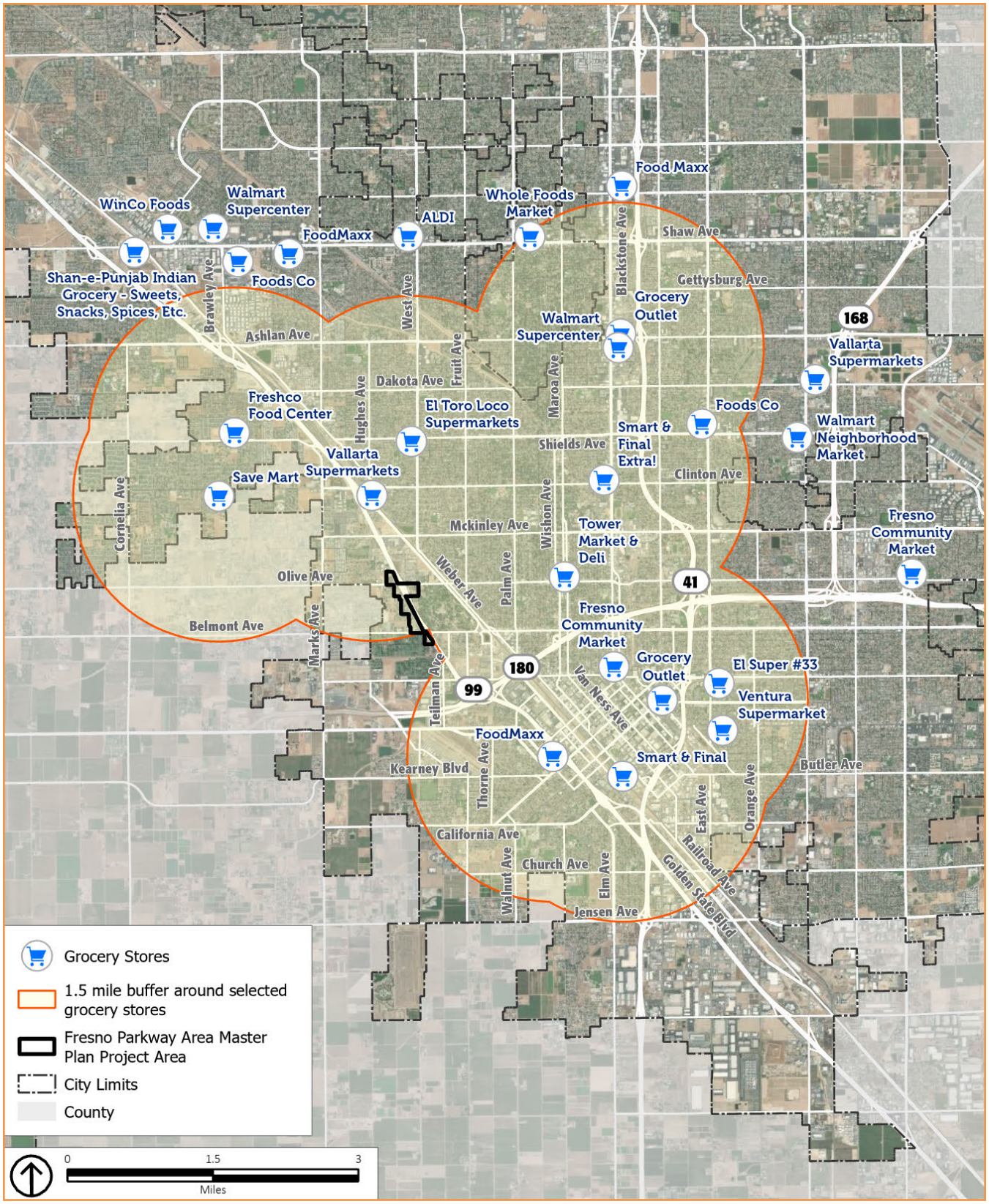


Figure 1-5: Existing Supermarkets near Parkway Neighborhood

to needing to cross Highway 99. A single transit stop for the Fresno Area Express (FAX) bus service is along Olive Avenue at Crystal Avenue. No future transit stops are currently planned within the vicinity of the Plan Area.

Air Quality and Truck Traffic

Poor air quality is a serious concern for the Plan Area given adjacency to Highway 99. There is no vegetation to screen emissions and particulate matter from residents living west of the highway. The Plan Area sites are separated from Highway 99 only by Parkway Drive. Furthermore, Highway 99 is expected to be widened in the future according to Caltrans, increasing vehicular volume adjacent to the area.

Air quality issues will be further compounded from truck traffic being re-routed following implementation of the Caltrans Highway 99 Corridor Rehabilitation project, which will close the on- and off-ramps to the highway off Belmont Avenue. The closing of these ramps will redirect trucks through Parkway Drive, increasing diesel particulate emissions throughout the Plan Area. Table 3-1 in Chapter 3 shows existing truck trips and projected truck trips.

Noise Impacts

Residents living west of Highway 99 hear a lot of noise from vehicular traffic on the highway. Fresno Housing prepared acoustical analyses for each of the four sites currently under development. Three out of the four analyses indicated that sound from the highway exceeded the City and federal interior noise threshold 45 decibel day-night average sound level (dB Ldn) for buildings along the highway. There is currently no sound wall mitigating sound and noise impacts west of Highway 99.

Existing Street Sections and Conditions

Existing streets, their conditions, and widths within the Plan Area are described herein.

Parkway Drive

Parkway Drive is the defining north-south road of the Plan Area and runs adjacent to Highway 99, separated by some landscaping and a chain-link fence along the eastern edge. Parkway Drive is mostly hardscaped with a 33-foot curb-to-curb width, a 5-foot sidewalk along its western edge, and a 3-foot curb leading up to the chain-link fence along the eastern edge. The curb-to-curb width accommodates one parking lane and two travel lanes. Buildings typically have no setback from the Parkway Drive right-of-way. A Class II bicycle facility is planned along Parkway Drive according to the City of Fresno ATP. Figure 1-6 shows an existing street section of Parkway Drive.

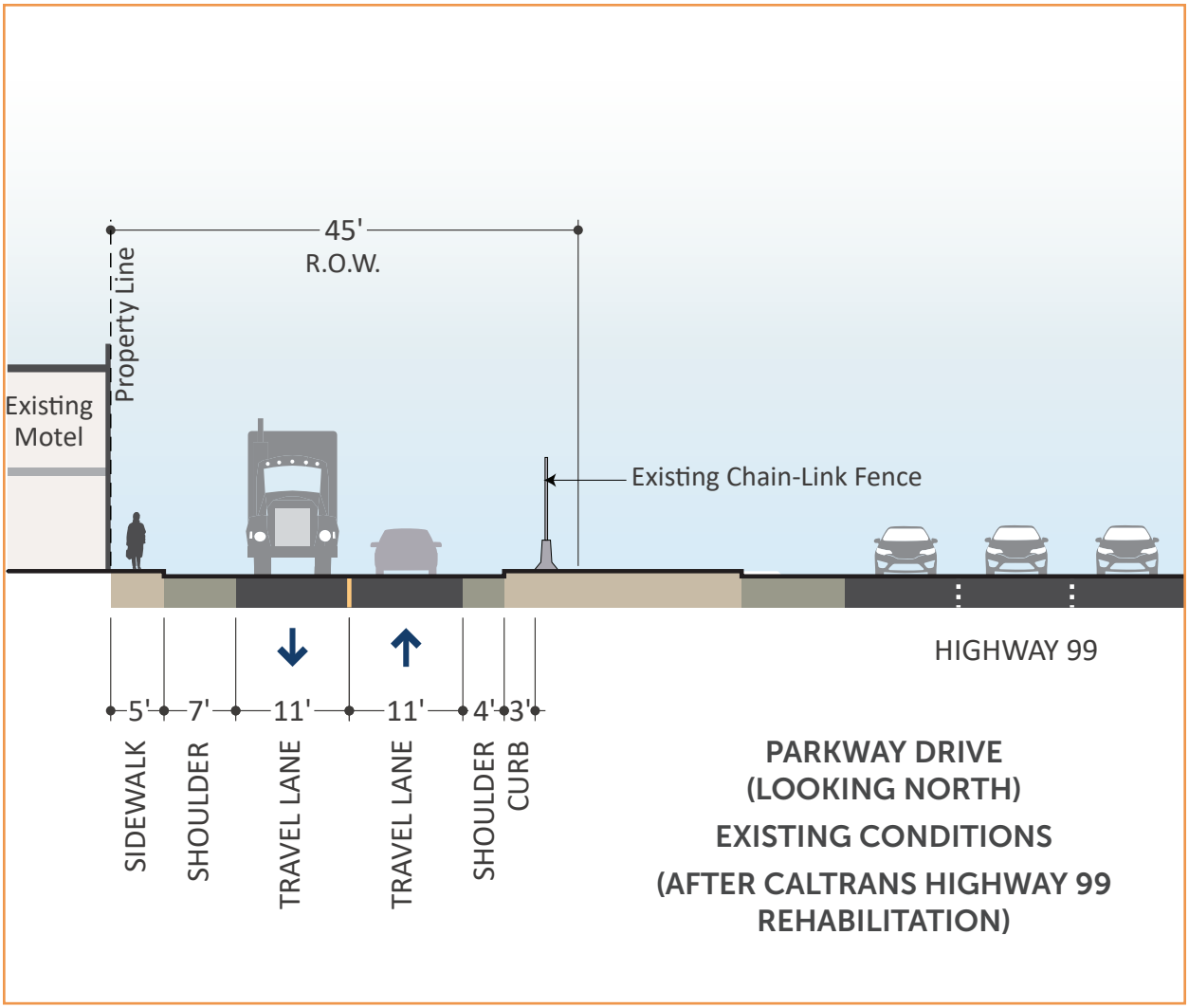


Figure 1-6: Parkway Drive Existing Section

Neighborhood Streets

"Neighborhood" streets include all streets aside from Parkway Drive, Olive Avenue, and Belmont Avenue that intersect with the Plan Area and provide access and circulation to the existing residential homes. These streets include Hedges Avenue, Crystal Avenue, Dennett Avenue, Dolores Avenue, Harvey Avenue, Warren Avenue, Thomas Avenue, Parkview Drive, and White Avenue. These streets share similar characteristics with a typical 50-foot right-of-way, a 40-foot curb-to-curb width, and 5-foot sidewalks on both sides. However, there are numerous sidewalk gaps throughout with entire street segments not having a sidewalk on one side, having grass or dirt in its place. There are not many street trees along these roads. The homes fronting these streets typically have deep front yards that give the streets a wide feeling. Figure 1-7 shows a typical section of an existing neighborhood street.

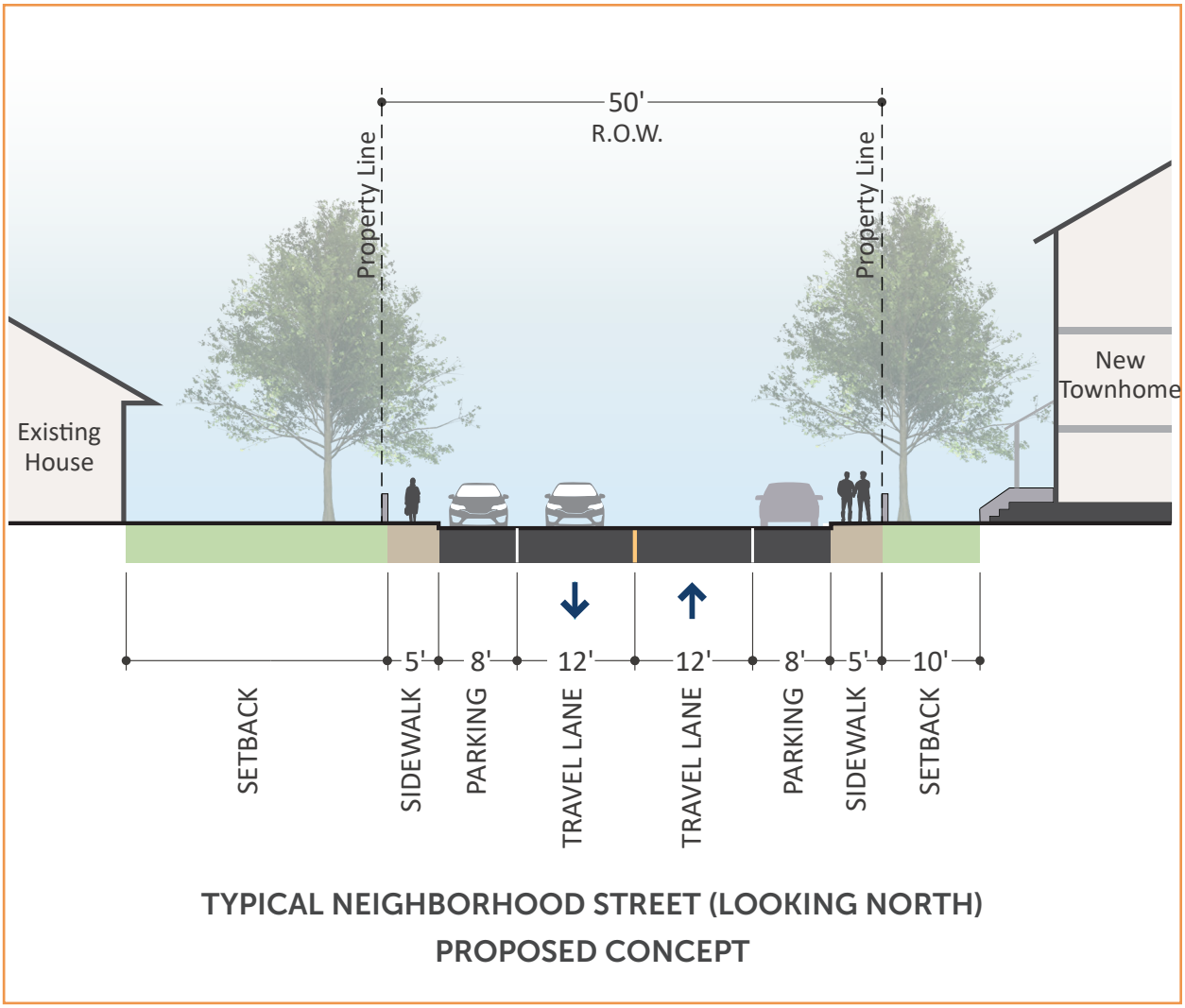
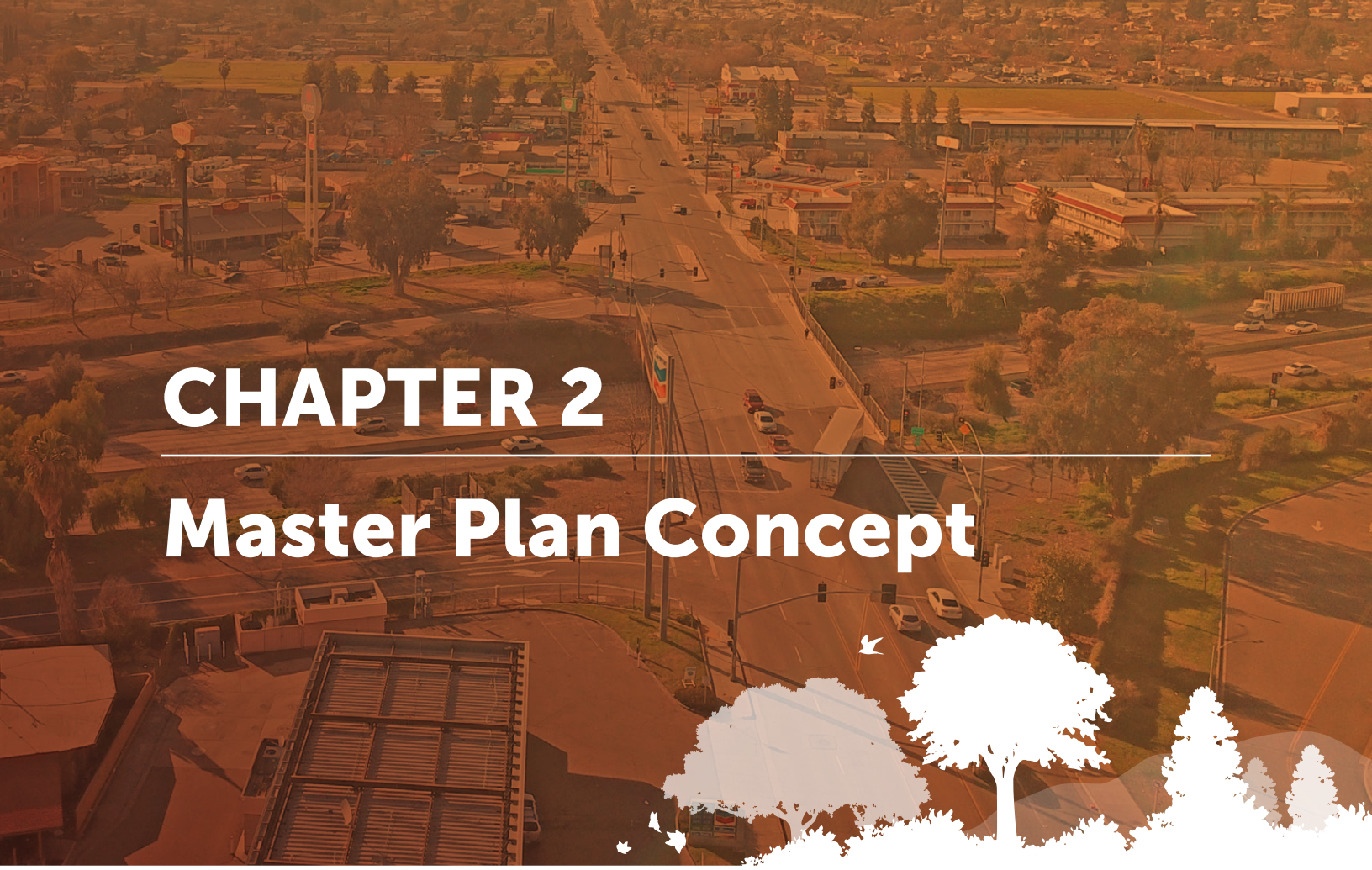


Figure 1-7: Typical Existing Neighborhood Street

Olive and Belmont Avenues

Olive and Belmont Avenues are key east-west arterials that connect the Plan Area across Highway 99. They primarily provide access to commercial uses along both roads. Olive Avenue is a two-lane road with a center turn lane west of Highway 99. It has two existing Class II bicycle lanes and parking lanes beginning west of Crystal Avenue. Class II bicycle facilities are planned to continue east past Highway 99 in the ATP. Belmont Avenue is a four-lane road with shoulders on both sides. Both a Class I bicycle path and Class II bicycle lane are planned along Belmont Avenue according to the ATP.

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CHAPTER 2

Master Plan Concept

The Master Plan Concept

The Parkway Neighborhood Master Plan is a meaningful opportunity to transform an old motel row in the Jane Addams Neighborhood in West Fresno into a new residential and commercial center for this part of the city. The concept shown in this section of the Master Plan is a vision for the future. It does not contain actual development projects but sets a framework that future projects will follow to achieve the vision. These projects will be developed over time and will consist of: City-sponsored affordable housing projects, needed infrastructure improvements to roadways and utilities, private development projects, and new services and amenities needed to make this a thriving neighborhood.

As shown on Figure 2-1, Concept Framework, the Master Plan concept centers on Parkway Drive as the primary corridor for the Plan Area (A). This will become the main address for multifamily housing along Parkway Drive. At the intersection of Olive Avenue and Highway 99, Caltrans will be building a new double roundabout as part of a regional highway improvement plan (B). Inspired by this investment, the Master Plan proposes to improve Parkway Drive with new paving, a pedestrian and bicycle multi-use path, a sound wall to minimize noise impacts, and trees and landscaping. Two "gateway" areas are identified in the Plan Area, including an intersection of Parkway Drive and Dennett Avenue at the northern end, and an intersection of Parkway Drive and Iota Avenue at the southern end (C).

To transition into the existing single-family neighborhood west of the Plan Area, lower-density development, such as townhomes, are proposed along the western edges of the properties (D). Improvements on the neighborhood streets would include repaving, filling sidewalk gaps, adding bicycle improvements, and trees and landscaping (E).

Several key amenities are identified that would serve the neighborhood. These include a new grocery store at the north side of the Plan Area, along Olive Avenue (F); a beautiful new neighborhood park and community center along Warren Avenue (G); a potential pedestrian bridge over Highway 99 to Roeding Park (H); and a community health clinic along Parkway Drive. These amenities are critical in helping transform the Plan Area into a livable, complete neighborhood.

Parkway Neighborhood Guiding Principles

Working with community members, community service providers, Fresno City staff, and staff from Fresno Housing, the following Guiding Principles for the Parkway Neighborhood were developed.

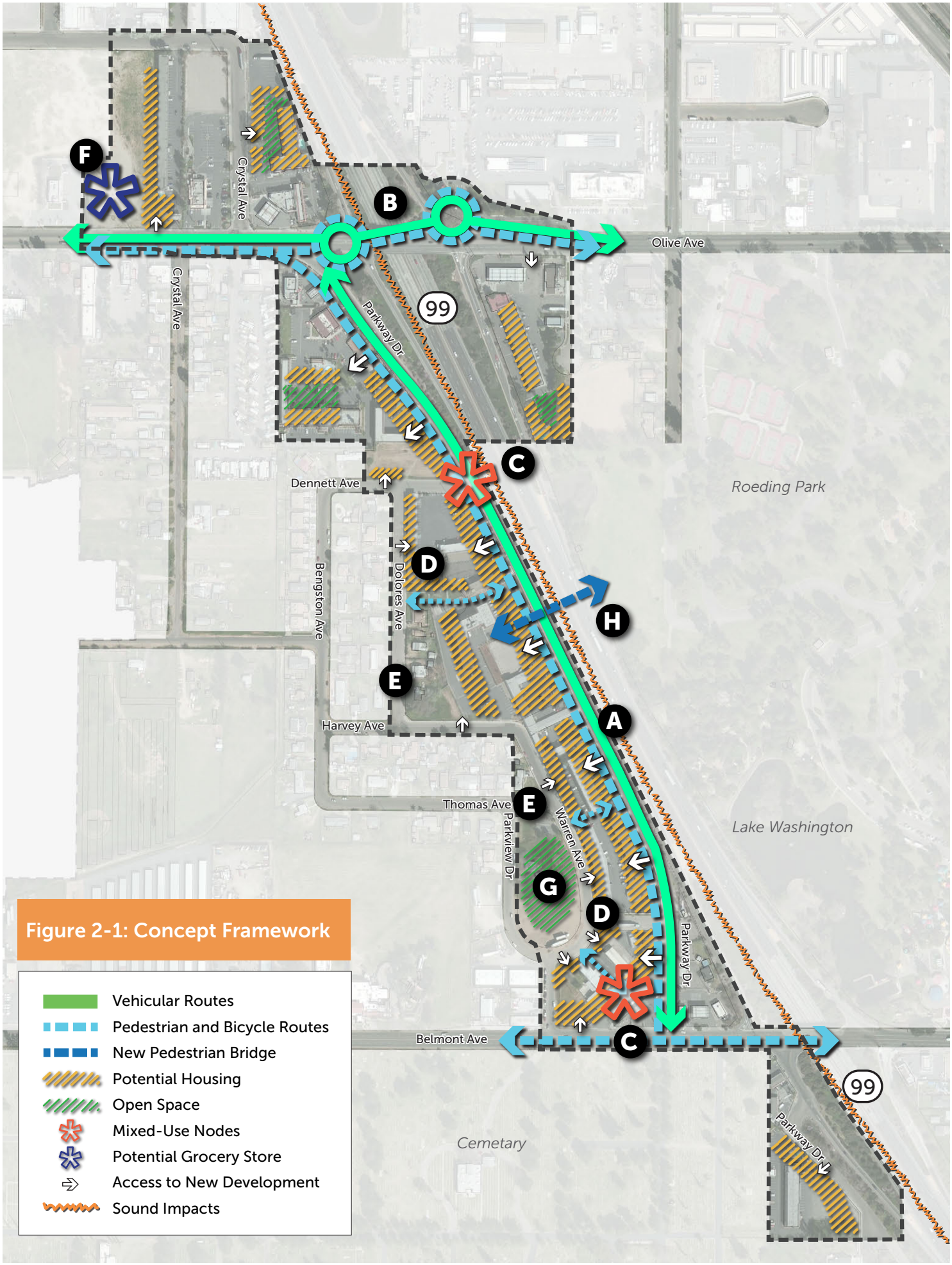


Figure 2-1: Concept Framework

Parkway Neighborhood Guiding Principles



Transform the Existing Setting

The existing Parkway Drive contains a row of motels that are near the end of their useful life and have therefore attracted undesirable elements that include drug dealing, human trafficking, and homelessness. Until recently, the area has been in a downward spiral where residents and businesses that are invested in the future of the area have been displaced by undesirable elements. The City of Fresno and Fresno Housing are committed to stopping that trend and revitalizing the area with high-quality housing, businesses, services, and infrastructure.



Provide a Complete Neighborhood

The existing Jane Addams neighborhood is missing many of the essential necessities and conveniences that make for a livable neighborhood. As described in the Downtown Neighborhoods Community Plan, "notably absent are neighborhood-serving stores, businesses, banks, and other necessary day-to-day services. Other than Addams Elementary School, there is no real 'center' to this part of the Community Plan Area." The Parkway Neighborhood Master Plan addresses this in several ways, beginning with providing decent housing for families. This will create demand for new businesses and services to locate there, and these will be accommodated in the new development.



Focus on a Healthy Environment

Health is a valid concern for residents of any neighborhood, but particularly here in the western part of Fresno. Because Parkway Drive is anticipated to convert motels to a residential neighborhood, health concerns are a priority. Historically, this area suffers from a high air and noise pollution burden and lack of convenient access to healthy food and recreation. The Master Plan addresses air quality, noise reduction, cleanup of hazardous materials, and other measures that will improve the health of residents. It also seeks ways to provide healthy options for food and parks for recreation.



Make Connections Safe and Convenient for All Modes

When families are living in the Parkway Neighborhood, they will need safe and convenient ways to connect inside and outside the neighborhood. Active transportation is a focus of the Master Plan. This means improved facilities for pedestrians, bicyclists, and transit riders. These are the transportation choices that lead to more physically active residents and can also preserve financial resources for families who struggle to meet vehicle expenses like insurance, gas, and maintenance. Seeing residents out and about on the streets and sidewalks also has been shown to lead to more cohesiveness and safer neighborhoods.



Provide Needed Services

The Parkway Neighborhood will have residents who are transitioning away from living on the streets and in vehicles to permanent housing. This population will need a suite of services to aid their journey, including mental health and jobs counseling, health care, and other services. These services will be provided as part of new development focused on transitional housing to ensure the neighborhood is moving in a positive direction and that transitional residents have what they need to make the Parkway neighborhood their permanent home.



Catalyze Additional New Development

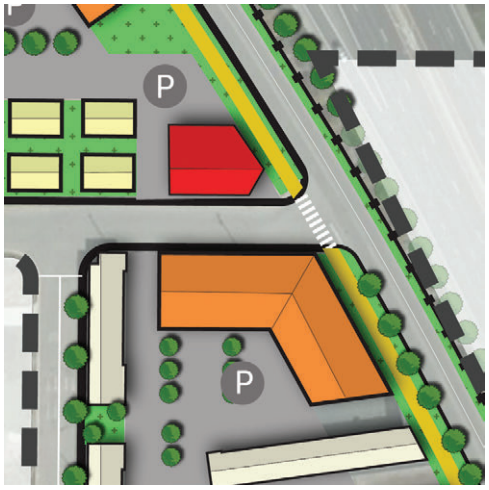
In the long term, the plan is that the Parkway Neighborhood becomes a diverse community with a mix of uses, including housing for all income levels, shops and stores, and beautiful new parks. The investments that are being made by the City of Fresno and Fresno Housing today will create a place where people want to live, work, and play. This will set the table for other affordable and market-rate housing developers to create projects and for people to want to move here. A key principle of the Parkway Neighborhood Master Plan is to make sure that investments made now lead to a thriving new neighborhood in Fresno.

Parkway Drive Neighborhood Concept Plan

A Master Plan Concept Diagram (Figure 2-2) has been developed to illustrate how the Parkway Drive area will transform over the next 10 years. This diagram expresses the ideas of the guiding principles, with proposed placement and configuration of housing, mixed-use, amenities, and circulation improvements. The diagram is an illustration only; actual development may take slightly different forms and locations as the plan is implemented over several years.

■ Parkway Drive Development

The Concept Plan anticipates a complete transformation of the Parkway Drive properties from a row of poorly maintained motels to a new neighborhood with a mix of residents, businesses, and street improvements. Following are descriptions of the key elements of the Concept Plan for the properties adjacent to Parkway Drive.



Multifamily Housing

A significant amount of housing in the Plan Area is proposed along Parkway Drive. Multifamily housing at three to four stories in height will be located with front entries and windows facing Parkway Drive. These will provide "eyes on the street," which is conducive to a safer environment. Housing will be a mix of affordable and market-rate housing with the possibility of some transitional and supportive housing for previously unhoused people moving towards permanent housing. Parkway Drive is planned to have a solid sound wall along the eastern edge, across from the housing. This planned sound wall, combined with careful design of buildings, landscaping, and trees will provide an attractive environment and to help screen against air quality and noise impacts from Highway 99. To provide space for landscaping and a pedestrian and bicycle multi-use path, buildings will be set back an additional 10 feet from the property line. The landscaped setback, combined with the new multi-use path and streetscape improvements, is intended to create the feeling of a beautified boulevard that is attractive and safe for pedestrians and bicyclists while accommodating vehicle traffic.

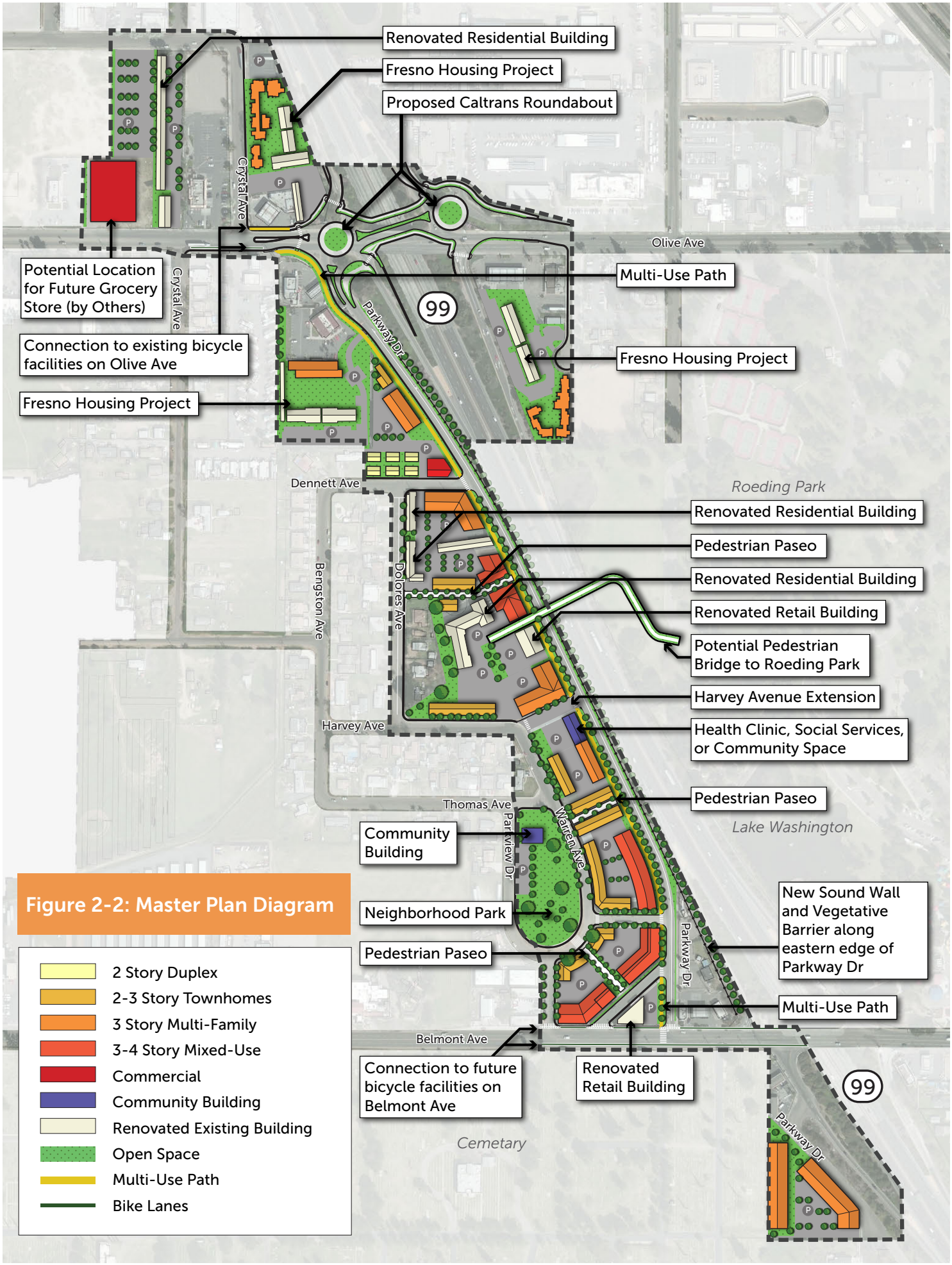
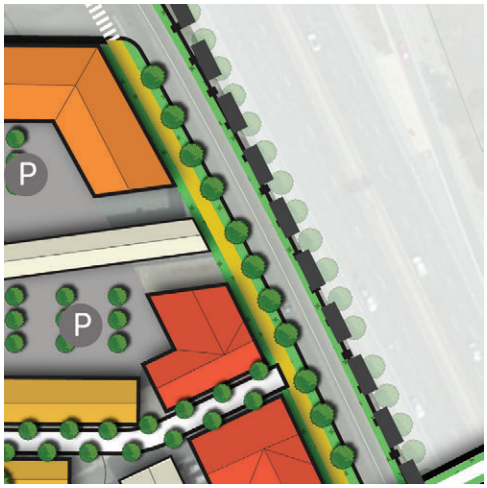
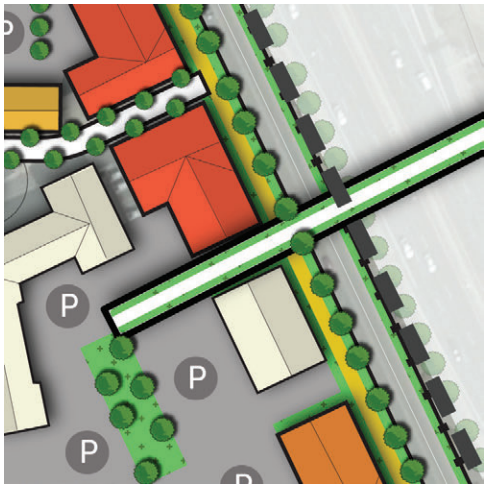
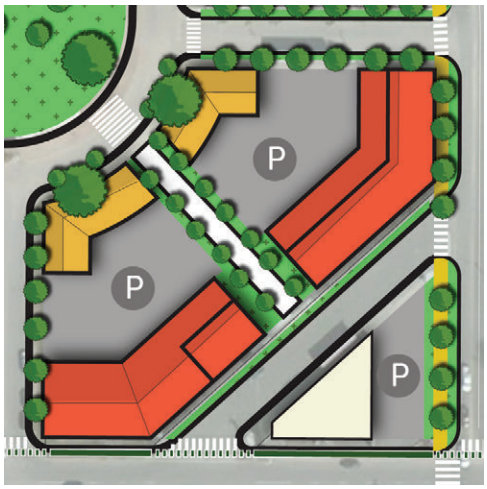


Figure 2-2: Master Plan Diagram







Multi-Use Path

Parkway Drive is planned as the chief corridor and spine of the Plan Area. To achieve this, a multi-use path is proposed alongside Parkway Drive to serve pedestrians and bicyclists. This path will be separated from vehicle traffic by landscaping on both sides to create a safe means of travel for all ages. The Parkway multi-use path would connect to existing Class II bicycle facilities along Olive Avenue to the north and planned Class I and Class II facilities along Belmont Avenue to the south. Design of the multi-use path on the north end will be integrated with bicycle and pedestrian improvements for the future Caltrans Highway 99 rehabilitation, which will replace the interchange at Olive Avenue with two round-abouts.

Services and Amenities

Key neighborhood amenities and improvements envisioned along Parkway Drive include a centrally located community center and a future grocery store at the north end of the neighborhood. A center providing a health clinic and social services will be a great amenity for residents of the neighborhood and will support those trying to transition to permanent housing, along with other residents.

The availability of vacant lots along Olive Avenue presents an opportunity to locate a large grocery store selling healthy food, which will significantly improve the neighborhood's lack of healthy food options. As shown in Chapter 1, there are few existing nearby locations to buy groceries and fresh food. The presence of a full-service grocery store will improve the quality of life for new Parkway residents as well as the surrounding neighborhood.

Two Gateways

Two "gateway" locations are proposed along the corridor: Parkway Drive at Dennett Avenue, and Parkway Drive at Iota Avenue. These gateway areas will help to define entry into the Plan Area. They are envisioned to be framed by new mixed-use development, which will include both housing



and commercial development in the same building. The mixed-use developments would generate activity through active ground-floor uses, which could include community rooms or retail stores. A small gathering space like a plaza would provide a place for community members to meet each other at a café or restaurant. The buildings would be three to four stories high and flank the corners of both intersections. Sidewalks, landscaping, and crosswalks would be improved at these intersections.

Additional East-West Connections

The Concept Plan shows new connections from Parkway Drive west into the surrounding development. Parkway Drive is currently a very long block with few cross streets, and these new connections will make it easier for residents and visitors to move back and forth between Parkway and the neighborhood to the west. One of the connections is proposed to be a new street for vehicles with sidewalks and Class II bike lanes. It would be located in the center of Parkway and connect to Harvey Avenue.

Two other connections would be located in the southern part of Parkway and would be pedestrian paseos, or passageways. These would be modest connections, about 20 feet wide, with landscaping and pedestrian and bicycle connections. New development will face the paseos on both sides to provide monitoring of the space for safety.

All these connections are proposed to be accessible to public safety vehicles to allow for faster response times for fires or other incidents.

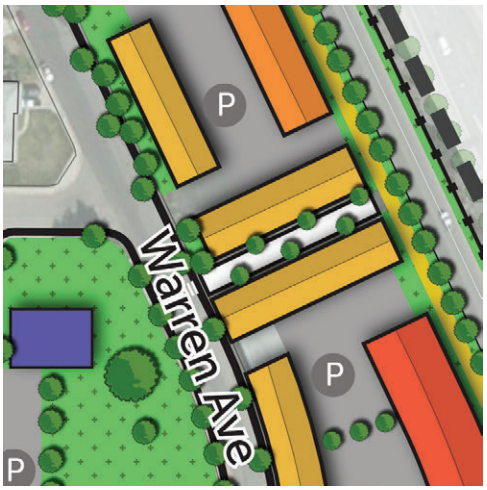
Pedestrian Bridge

An additional feature that would improve community access to open space is a proposed pedestrian bridge over Highway 99. The proposed starting point of the bridge would be at the Travel Inn site. This bridge will be a great benefit to all residents west of Highway 99, connect-

ing pedestrians and bicyclists safely to Roeding Park and the Fresno Chaffee Zoo. The bridge is anticipated to be designed as a landmark for the Jane Addams neighborhood, since several thousand vehicles an hour will move under it in both directions on Highway 99.

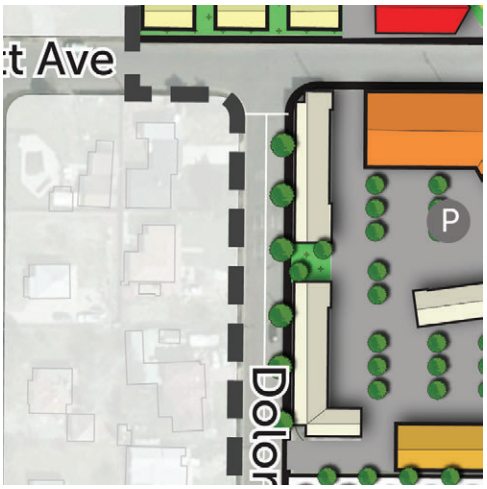
■ Neighborhood-Side Development

Compatibility and connection with the existing neighbors and single-family neighborhood adjacent to the Plan Area is an important goal of this Master Plan. Development along the western edge of the Plan Area is intended to bring improvements and benefits to new and existing residents. Following are descriptions of the key elements of the Concept Plan on the neighborhood side.



Smaller-Scale Residential Development

To achieve development that is compatible with the neighborhood, townhomes or similar two- to three-story development are located along the western edges of the project properties. This development faces existing single-family homes, and the buildings would be aesthetically similar, with single-family attached row housing or three- to four-unit multiplex buildings. This development type may also be more financially feasible to develop as market-rate housing, at least in the near term, due to the higher demand for single-family residences in the Fresno area.



Street Improvements

The neighborhood streets include Dennett Avenue, Dolores Avenue, Harvey Avenue, and Warren Avenue, and are in fair condition. There are a number of sidewalk gaps with some areas not having sidewalks for the entire street. There is not much landscaping, few trees in the neighborhood, and the existing right-of-way leaves little room to provide more. Working within these constraints, improvement of the neighborhood streets will primarily seek to ensure a balance, with accessibility for vehicles, bicycles, and pedestrians. This will involve providing sidewalks where there are none, new street lighting, and striping and repaving to improve the overall quality of the streets.



Setbacks in front of the townhome or multiplexes will incorporate stoops and porches, as well as trees and landscaping into the design, providing for an engaging and aesthetically pleasing streetscape.



Neighborhood Park

The neighborhood currently lacks convenient and safe access to parks and open space. A contiguous set of vacant parcels at the south end of the Parkway Neighborhood located between Warren Avenue, Parkview Drive, and Thomas Avenue, collectively shaped like a "teardrop," is proposed as a high-quality neighborhood-serving park. At 1.8 acres, this neighborhood park could be designed for recreational purposes, passive and leisurely uses, or both. Further community engagement is encouraged to determine the best use for this park.

The Concept Plan also includes a neighborhood community center in the teardrop-shaped park. It is anticipated this center will be implemented in a future phase when new residential development has reached a level to warrant the need for such a center. It could include recreational and community meeting space, and potentially a library space.

Bird's-eye Sketch of the Master Plan

Figure 2-3 illustrates the potential buildout of the Master Plan at a massing level from a bird's-eye view from the south end of the Plan Area looking north. Some of the features visible are the teardrop-shaped neighborhood park to the lower left, the neighborhood-facing development including street improvements near the center of Parkway, and the pedestrian bridge to Roeding Park on the right side.

Model Site Development

A model redevelopment is demonstrated on the site of the Travel Inn motel. This site is approximately 1.55 acres and is owned by the City of Fresno. This study assumes demolition of all existing structures to allow full redevelopment. Figure 2-4 shows a plan diagram of this development.

Figure 2-3: Bird's Eye Sketch



Figure 2-4: Model Site: Travel Inn



The site is long with access from three sides: Parkway Drive, Warren Avenue, and White Avenue. With frontages to both Parkway Drive and towards the neighborhood, it provides a distinct opportunity to have developments addressing both types of frontages. Mixed-use development is shown on the eastern edge to provide dense, multifamily housing along Parkway Drive with a retail or nonresidential component to anchor the corner at White Avenue, as shown in the Parkway Drive photo simulation. Townhomes are shown along the western edge facing the planned neighborhood park. A new paseo would be along the northern edge of this site, creating an opportunity for several townhomes to front along this pedestrian passageway. The Warren Avenue photo simulation shows the townhomes along the western edge of the site and the neighborhood park.



View along Parkway Drive looking north.



Photo simulation of development along Parkway Drive looking north.

The townhomes would have a 10-foot setback from Warren Avenue to provide landscaping and trees. The mixed-use development would have a 5-foot setback from the planned multi-use path along Parkway Drive.



View along Warren Avenue looking south.

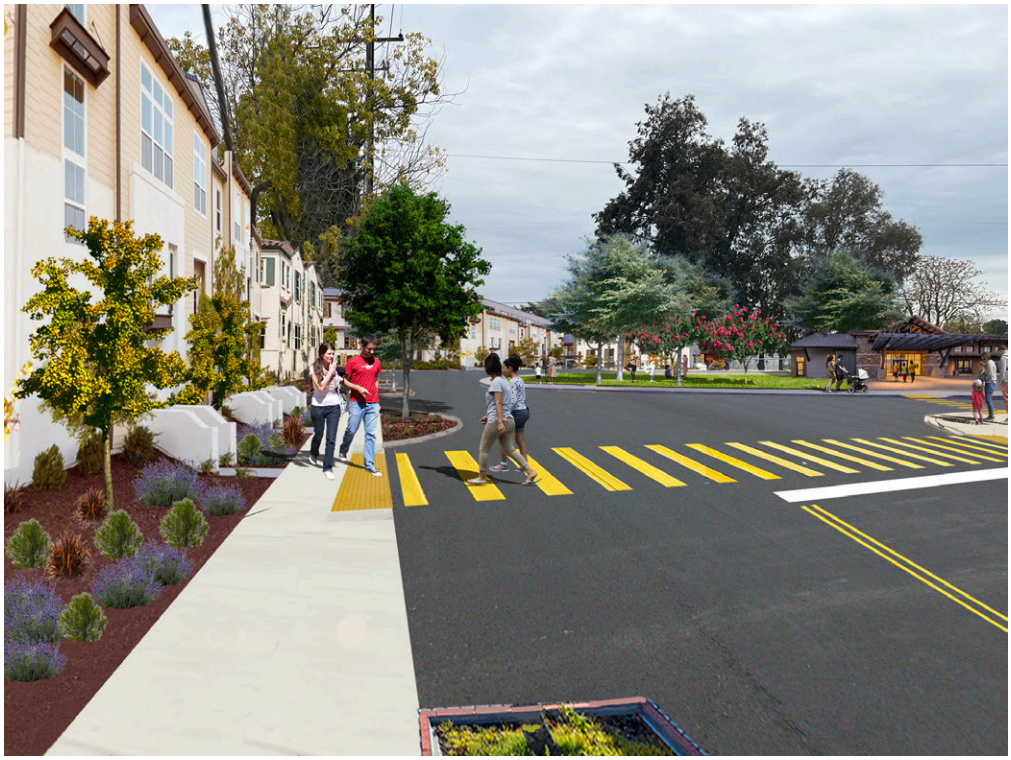


Photo simulation of development along Warren Avenue looking south.

The narrowness of the site could potentially make surface parking challenging to lay out, but not infeasible. Using the central space of the lot in between buildings, a single north-west row of parking could be arranged. The western ground-floor edge of the mixed-use building would have tuck-under parking instead of residential units. Combined with a small area on the northern corner dedicated to surface parking, this surface lot could provide sufficient parking for the residents of both the townhomes and mixed-use building, as well as parking for nonresidential uses. Access to the parking lot would be from Warren Avenue and White Avenue. Remaining areas of the site would be dedicated to landscaping and trees where possible.

Proposed Development Types

The Master Plan proposes the following types of development throughout the Plan Area.

- Multifamily residential
- Mixed-use residential
- Townhomes
- Commercial and neighborhood services

Multifamily Residential

The multifamily housing proposed in the Master Plan are between two and four stories high and primarily front Parkway Drive. This height allows for maintaining a Type V construction type. Recommended building characteristics for this type are summarized in Table 2-1.



Table 2-1: Multifamily Residential

Purpose	To provide dense affordable and market-rate housing types along Parkway Drive corridor.
Height	2 – 4 stories
Roofs	Flat roofs with variation in heights where feasible. Towers and similar vertical elements may have pitched roofs.
Parking	Surface parking located behind or to the side of buildings.

Mixed-Use Residential

The proposed mixed-use housing type is intended for the gateway areas of the Plan Area to create activity nodes for the neighborhood. Housing would be arranged vertically above retail or active uses on the ground-floor (see Table 2-2).



Table 2-2: Mixed-Use Residential

Purpose	To provide activity and housing at the gateway nodes of the Master Plan area.
Height	3 – 4 stories
Roofs	Flat roofs with variation in heights where feasible. Towers and similar vertical elements may have pitched roofs.
Parking	Surface parking located behind or to the side of buildings.

Townhomes

The townhomes in the Master Plan Area are intended to be along the neighborhood streets facing the existing single-family residences. Their scale and style are intended to be appropriate as adjacent new developments while prioritizing density along the corridor (see Table 2-3).





Table 2-3: Townhomes

Purpose	To provide dense housing that is appropriate adjacent to the existing single-family housing in the neighborhood.
Height	2 – 3 stories
Roofs	Pitched roofs with variation in heights where feasible.
Parking	Tuck-under or garage parking.

Multiplexes

Multiplexes are low-rise multifamily, "missing middle" development types that are appropriate for small- to medium-sized lots within the Plan Area. Multiplexes can be developed as alternatives to townhomes along the neighborhood streets as a compatible building type adjacent to the existing single-family residential character while promoting density in the area.



Table 2-4: Multiplexes

Purpose	An alternative dense housing configuration to townhomes that is appropriate adjacent to the existing single-family housing in the neighborhood.
Height	1 – 3 stories
Roofs	Pitched roofs with variation in heights where feasible.
Parking	Surface or tuck-under parking.

Image credit: missingmiddlehousing.com

Standalone Commercial and Neighborhood Services

The townhomes and multiplexes in the Master Plan Area are intended to be along the neighborhood streets facing the existing single-family residences. Their scale and style are intended to be appropriate as adjacent new developments while prioritizing density along the corridor (see Table 2-5).





Table 2-5: Commercial and Neighborhood Services

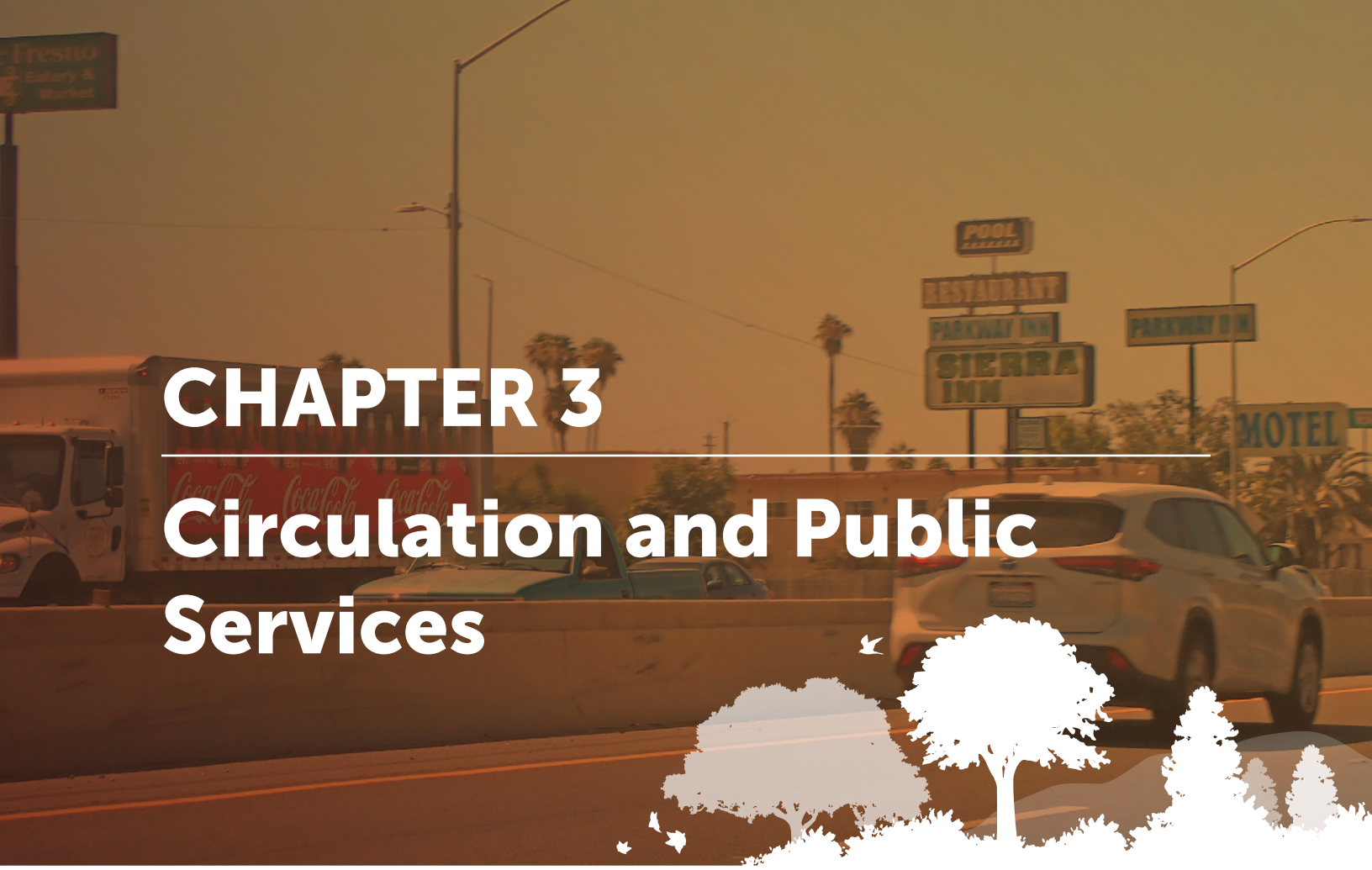
Purpose	To provide development dedicated to commercial or neighborhood services that are not within mixed-use arrangement.
Height	1 – 2 stories
Roofs	Flat or pitched roofs.
Parking	Surface parking located behind or to the side of buildings.
FAR (max.)	1.5

Potential Development Capacity

Given physical conditions and development types, the team anticipates that if every property develops over the next 20 years, then the Master Plan Area will result in the following total potential buildout seen in Table 2-6.

Table 2-6: Potential Development Capacity

Residential Units	800 units
Nonresidential Space	120,000 square feet
Public Open Space	2.5 acres



CHAPTER 3
Circulation and Public Services

Circulation

Residents, workers, and visitors to the Parkway Neighborhood Master Plan Area need safe and convenient ways to connect to destinations within and outside the area. The Master Plan places an emphasis on a balance of transportation types or modes between vehicular, transit, bicycle, and pedestrian circulation. For some of these modes, new or upgraded facilities are needed. This chapter includes a discussion of existing and needed transportation facilities.

The proposed circulation scheme for the Plan Area is shown in Figure 3-1. The circulation scheme builds off the existing transportation network while proposing improvements and new connections for pedestrians and bicyclists throughout.

Summary of Transportation Concepts

Better connections to Olive Avenue and Belmont Avenue. Olive and Belmont Avenues are the two major east-west collectors bordering the north and south edges of the Plan Area that provide connection to the central neighborhoods of the city. These connections primarily serve vehicular and transit travel with minimal existing accommodations for pedestrian and bicycle access. Currently, the Fresno Area Express (FAX) transit provides a bus stop on Olive

Avenue. Caltrans plans to upgrade the Olive Avenue overpass of Highway 99 with a new overpass that will include a double roundabout for vehicles and separate access for pedestrians and bicyclists. See the following Detailed Description of Circulation Improvements section for more information about Caltrans plans.

A key concept of the Master Plan is to provide good connections from the Plan Area to these two collectors for vehicles, bicycles, and pedestrians. From there, people will have access to transit or bicycle routes. According to the Fresno Active Transportation Plan, Belmont Avenue is planned to have Class I and Class II bicycle facilities. Olive Avenue currently has existing Class II facilities.

Parkway Drive Improvements. The primary corridor within the Plan Area is Parkway Drive. In the City's street classification system, it is a Major Street and serves as the primary north-west street connecting Olive Avenue and Belmont Avenue. Significant improvements are proposed along Parkway Drive to transform it into a safe, pedestrian-friendly, and inviting street while meeting its demand as a primary conveyor of vehicles, trucks, and bicyclists.

Neighborhood Street Improvements. Another major effort in the circulation scheme for the Plan Area involves the "neighborhood streets." These are the streets west of Parkway Drive and between Olive Avenue and Belmont Avenue. They include nearly all the streets connecting to Parkway Drive and provide primary access to the single-family homes in the neighborhood. Improving these streets is vital to creating a safe and high-quality environment for residents in the area.

New Connections. Another component of the circulation scheme is a series of new east-west pedestrian connections within the Plan Area. A major project is a new pedestrian bridge proposed over Highway 99 to connect the Parkway Neighborhood with Roeding Park to give residents access to good park and recreation facilities. This new connection has received a federal planning grant to plan for the new bridge, which could be a future landmark for the Jane Addams neighborhood. Another improvement proposed is an extension to Harvey Avenue, giving better access to the neighborhood and breaking up the long block of Parkway Drive. In addition, several east-west "paseos" or landscaped pedestrian walkways, are proposed to provide new pedestrian connections from the neighborhood to the new development on Parkway Drive.

Implementing this circulation scheme will be achieved in three phases, described further in Chapter 4.

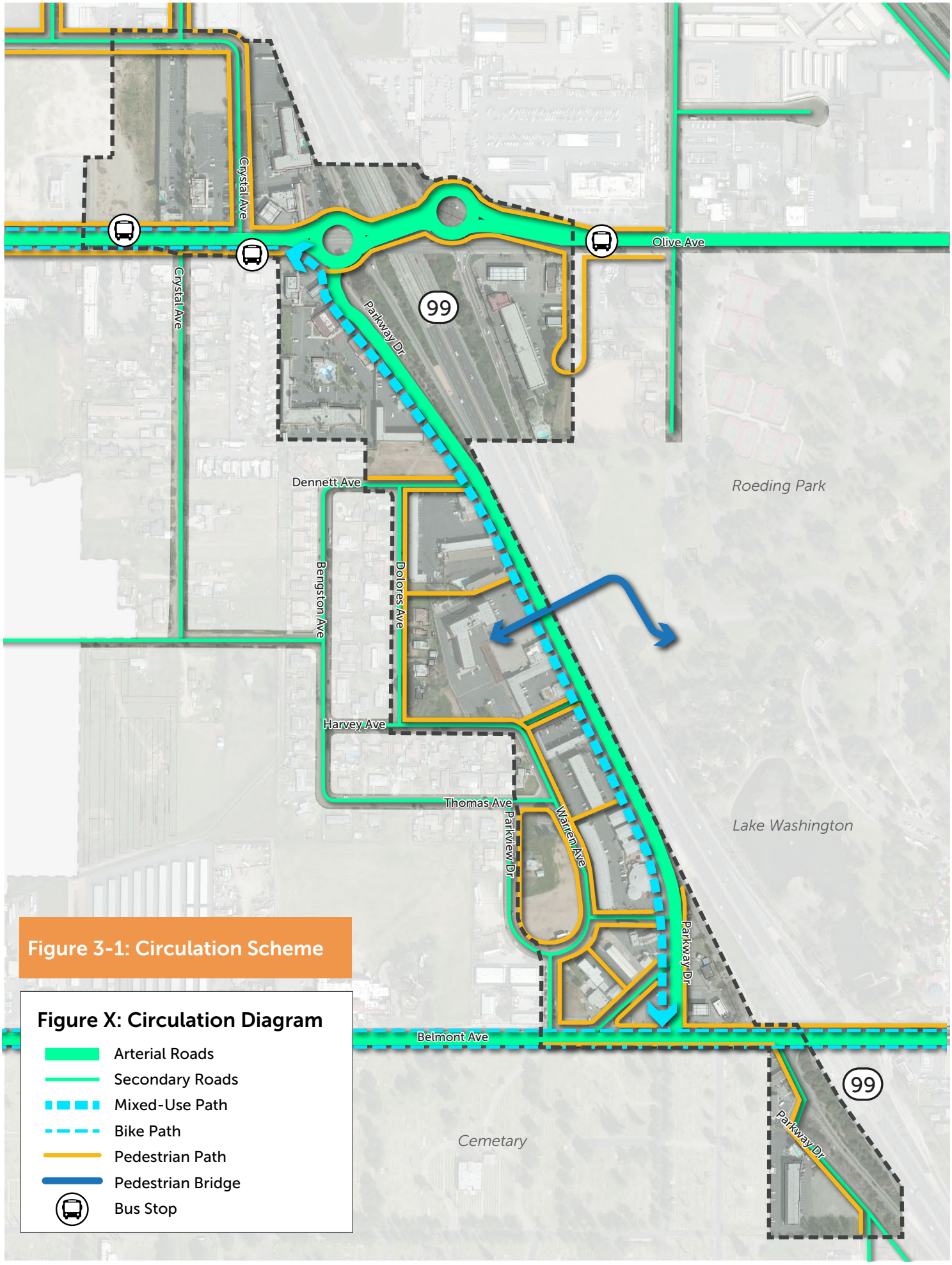


Figure 3-1: Circulation Scheme

Detailed Description of Circulation Improvements

■ Parkway Drive Improvements

The existing configuration of Parkway Drive is a 45-foot right-of-way made up of two 11-foot travel lanes, a 5-foot sidewalk and 7-foot shoulder on the west side of the street, a 3-foot shoulder and wide buffer zone on the east side between the roadway and Highway 99. The buffer zone includes a 3-foot curb with chain-link fencing.

Significant improvements are proposed along Parkway Drive to activate and transform into a multimodal corridor that is safe for pedestrians, bicyclists, and vehicles (see Figure 3-2). A 12-foot multiuse path lined with pedestrian lights and flanked by 5-foot landscaping on both sides is proposed to replace the sidewalk along the west side of the street. The travel lanes would be retained at 11 feet wide each to accommodate car and truck traffic. To create a wider environment along the corridor, a part of the multiuse path is proposed within the setback of properties along Parkway Drive. This path will need to be implemented incrementally over time as developments occur along the corridor.

A few key improvements are necessary to mitigate the impacts from traffic along Highway 99. The existing chain-link fence would be replaced by a new sound wall to reduce noise. The vegetative barrier of trees east of the sound wall would be planted to help mitigate air pollution traveling west into the neighborhood.

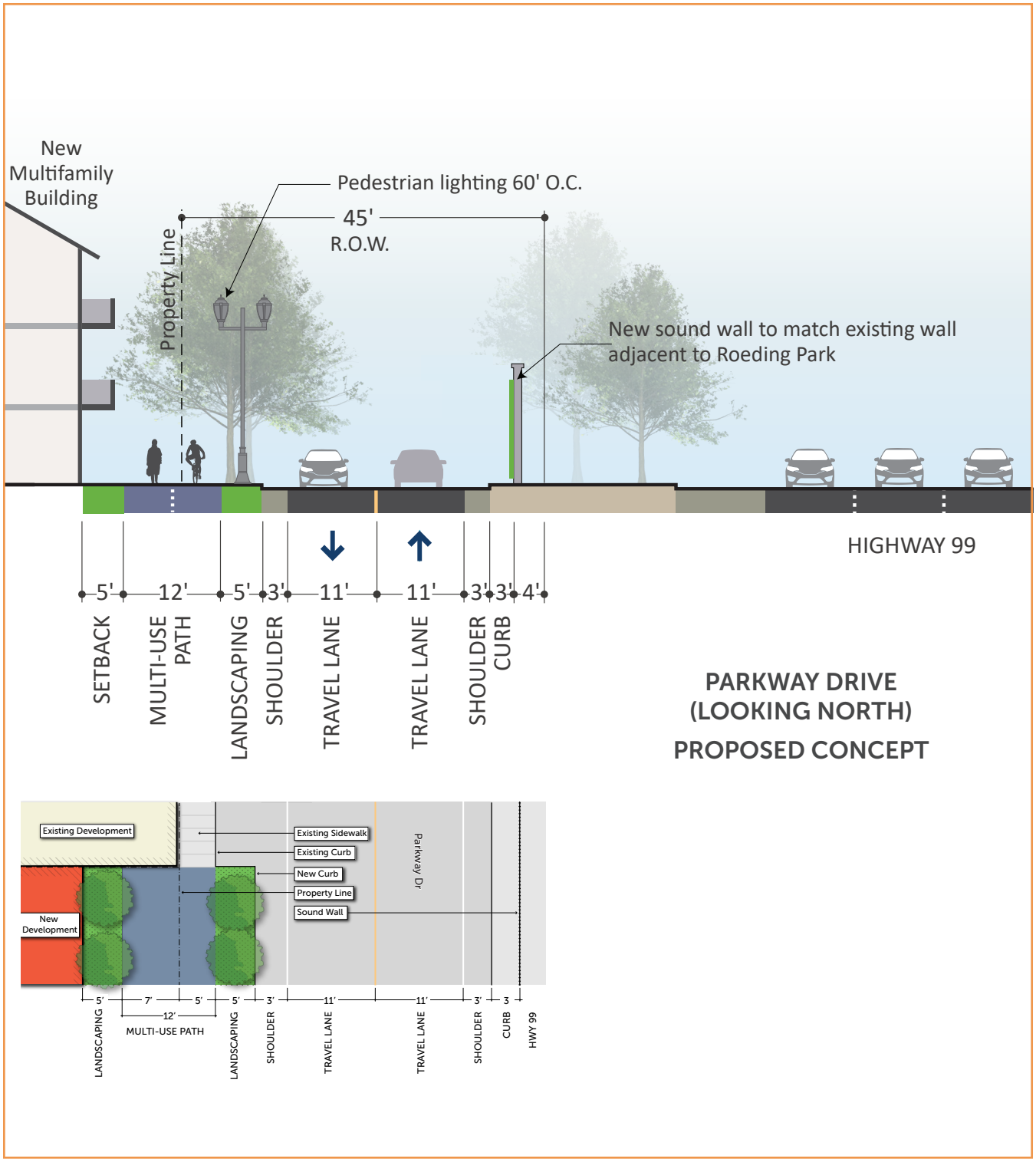


Figure 3-2: Parkway Drive Proposed Section

■ Neighborhood Street Improvements

Neighborhood streets are all streets intersecting the Plan Area serving single-family homes in the neighborhood and include the following streets: Hedges Avenue, Crystal Avenue, Dennett Avenue, Dolores Avenue, Harvey Avenue, Warren Avenue, Thomas Avenue, and White Avenue.

The typical configuration for a neighborhood street is a 50-foot right-of-way that includes 5-foot landscaping on one side, a 5-foot sidewalk on the other side, and a 40-foot curb-to-curb width that accommodates parking and two-way traffic. Some streets have sidewalks on both sides with no landscaping, while a few have no sidewalks on either side.

Improving these streets will result in a complete and safe pedestrian network while improving aesthetics where possible (see Figure 3-3). There are 5-foot sidewalks proposed for both sides of the street. The curb-to-curb width will maintain two 12-foot-wide travel lanes and two 8-foot parking lanes with new striping and repaving to renew the streets. For neighborhood streets bordering new development, new tree wells are proposed within the parking lanes where possible to introduce a tree canopy along these streets (see Figure 3-4).

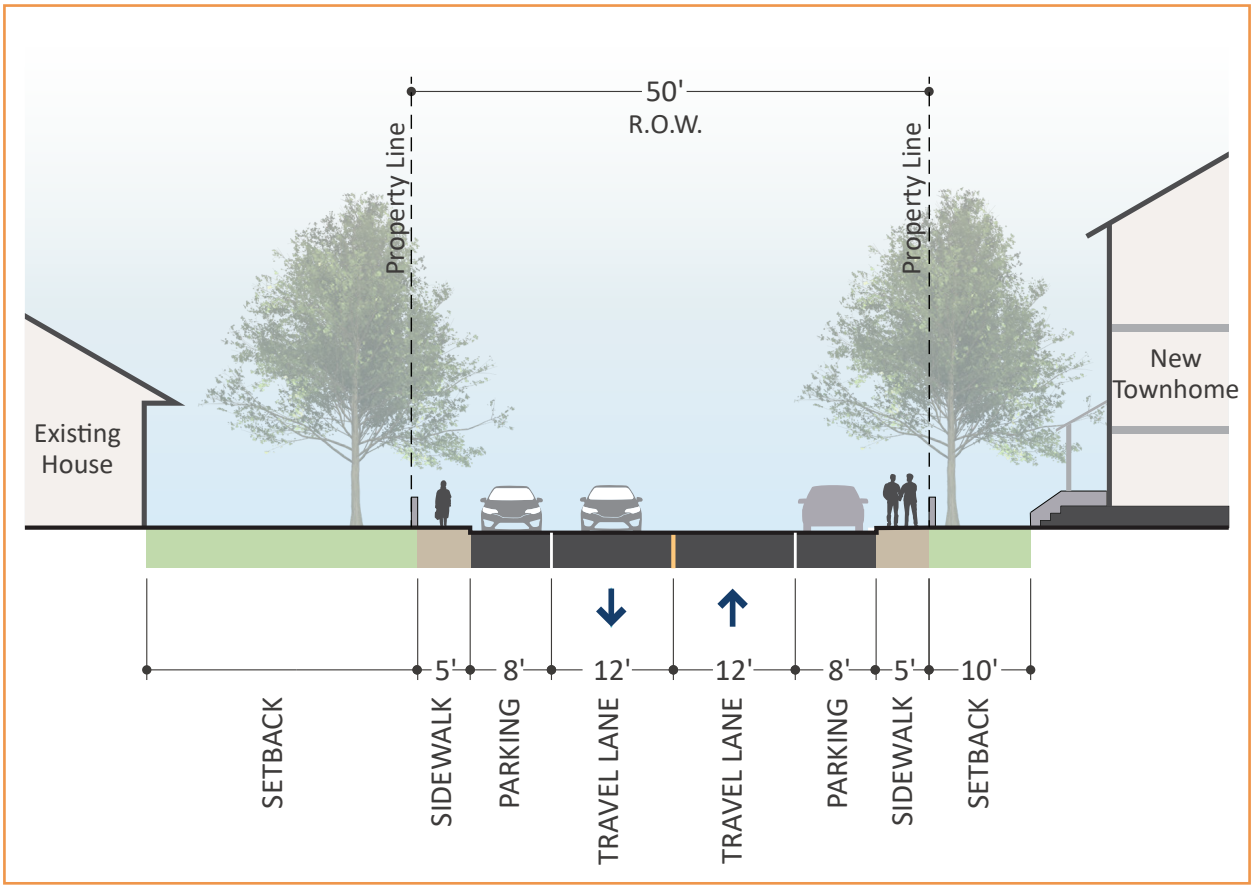


Figure 3-3: Neighborhood Streets Typical Proposed Section

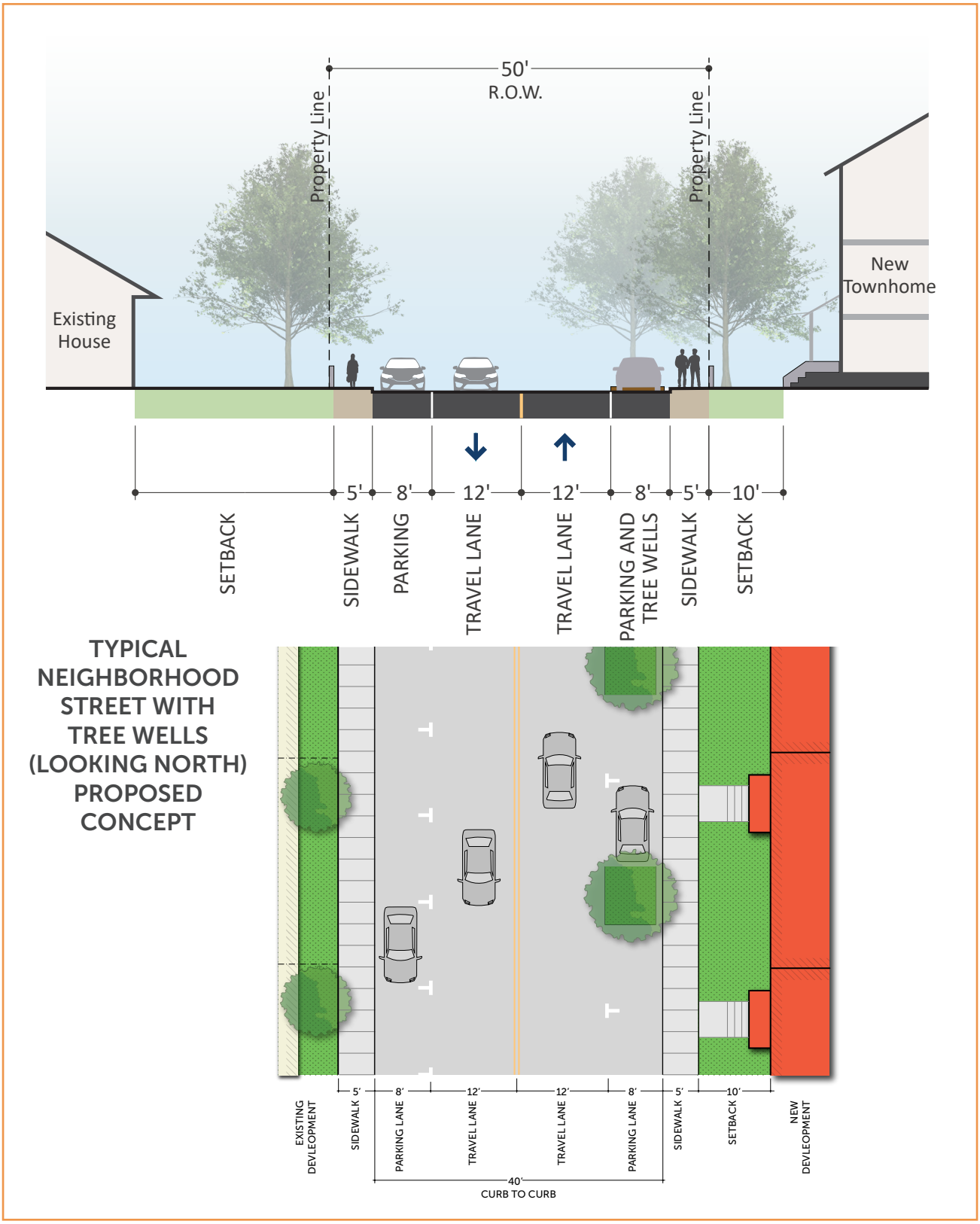


Figure 3-4: Neighborhood Streets Proposed Section with Tree Wells

■ Harvey Avenue Extension

The Harvey Avenue Extension would create a new east-west connection between Warren Avenue and Parkway Drive at a point on the block halfway between Dennett Avenue and White Avenue. This extension would improve circulation in the Plan Area by giving another avenue for pedestrians, bicyclists, and vehicles to travel to and from Parkway Drive (see Figure 3-5). This new road would provide new frontage opportunities for new development. The proposed configuration for the Harvey Avenue Extension would follow the typical right-of-way width of 50 feet made up of two 5-foot sidewalks, two strips of 5-foot landscaping, two 10-foot travel lanes, one 7-foot parking lane, and two 5-foot Class II bicycle facilities with 18-inch striped buffers.

■ Transit Improvements

Expanding access to transit for the Plan Area is a key connectivity improvement that could significantly benefit community health and safety for existing and future residents of the area. As established in prior sections of this Master Plan, the Plan Area lacks safe pedestrian connection and access to healthy food retail, open space, and other services and amenities. Improving transit access would greatly expand access.

The sole transit service near the Plan Area is the FAX, a bus service operated by the City of Fresno Department of Transportation. FAX Line 35 is the only transit line that runs through the Plan Area with two bus stops on Olive Avenue by Crystal Avenue. Residents from the neighborhood access these bus stops from either Parkway Drive or Crystal Avenue neither of which are pedestrian-friendly environments. Parkway Drive has sidewalks at minimum width and no landscaping alongside high-speed traffic, while Crystal Avenue has no sidewalks at all.

FAX Line 33 is another bus route that runs along Belmont Avenue, connecting to the Tower District, but stops just east of Highway 99 and does not cross over to the Plan Area.

To expand transit access for existing and future residents, this Master Plan proposes for future consideration to expand Line 33 past Highway 99 up to Hughes Avenue, looping north to Olive Avenue, and returning to Belmont Avenue via Parkway Drive. This would create opportunities for new transit stops along Parkway Drive that are more easily accessible while expanding transit access to the areas west and south of the Plan Area. Figure 3-6 shows this proposed route.

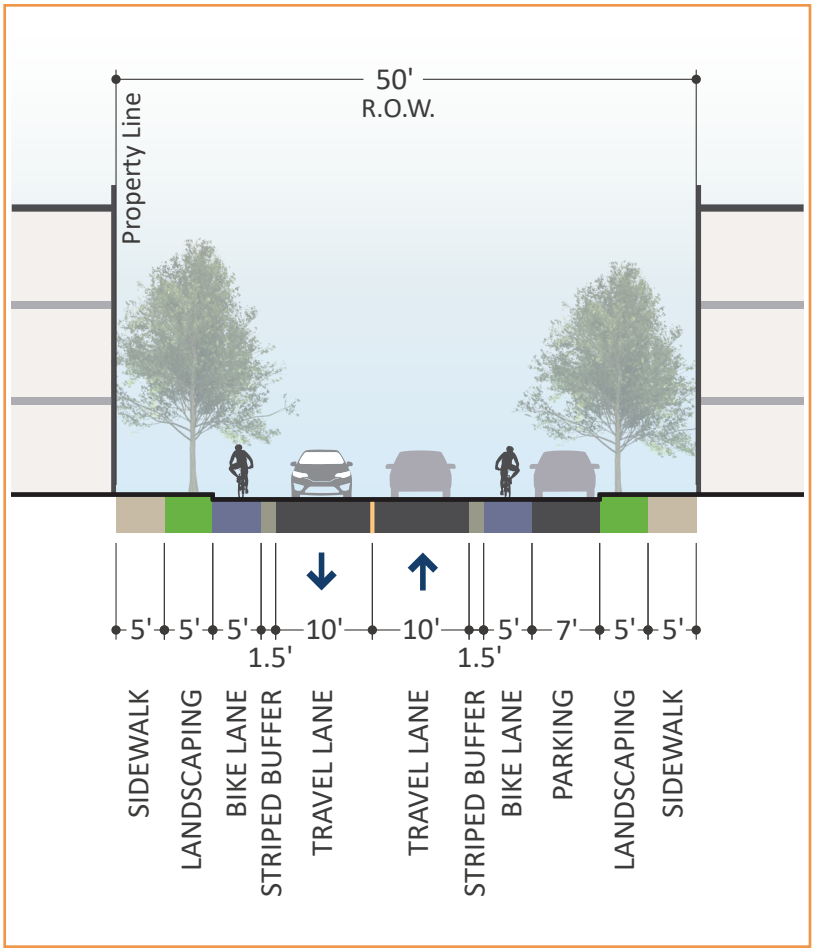


Figure 3-5: Harvey Avenue Extension Proposed Section

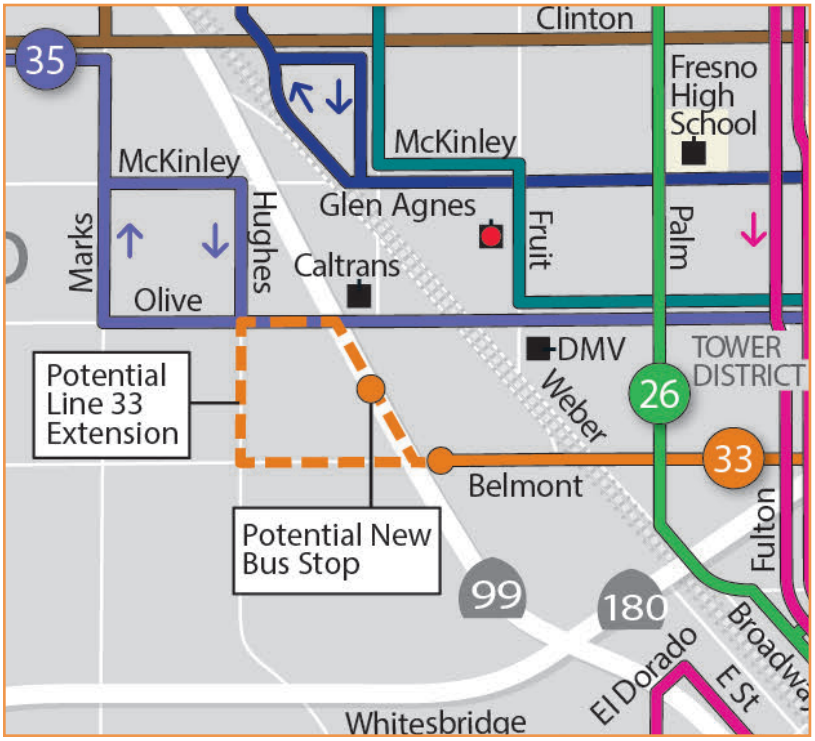


Figure 3-6: Potential FAX Route Line 33 Extension

■ Potential Pedestrian Bridge

The City of Fresno is proposing to build a new pedestrian bridge to directly address the neighborhood's historic disconnection from the rest of the city caused by Highway 99. The goal of this bridge is to improve access, mobility, and neighborhood development by adding a pedestrian connection over Highway 99 to connect the neighborhood and Roeding Park. The proposed location of the pedestrian bridge will originate from the Travel Inn site along Parkway Drive and connect with existing paths in the park at the landing point. At the time of writing this Master Plan, the City has received a federal grant to do planning and engineering for this bridge. The bridge is envisioned to be wide enough to accommodate walkways and potentially some landscaping, following a graceful, curvilinear form that would create an enjoyable experience for pedestrians.

■ Caltrans Olive Avenue and Belmont Avenue Interchange Improvements

The El Dorado to Clinton Rehabilitation project by Caltrans will rehabilitate a 3.2-mile segment of Highway 99. This project will affect the highway interchanges at Olive Avenue and Belmont Avenue, which are currently conventional overpasses over the highway.

The project would replace the interchange at Olive Avenue with a double roundabout configuration, re-orienting the on- and off-ramps to flow into the traffic circles. Parkway Drive would connect to the western roundabout. Current plans for the roundabouts show sidewalks around the traffic circle and over the highway. Some landscaping is planned within the redesign. Some properties west of Parkway Drive near Olive Avenue would be affected by this new configuration. Figure 3-7 shows the proposed roundabout configuration for Olive Avenue.

The proposed Parkway Drive realignment would relocate several businesses and homes. As a part of this project, the existing access point between Olive Avenue and Parkway Drive will be removed and relocated about 400 feet to the west. A portion of the existing Parkway Drive, between the existing access point and about 400 feet south of the access point, would be realigned and constructed as a frontage road. The realigned Parkway Drive section would also relocate three driveways.

The interchange at Belmont Avenue would be removed. This directly affects traffic in the Plan Area where truck and vehicular traffic that usually use the Belmont Avenue interchange to enter the highway is now projected to route up north through Parkway Drive to use the on-ramps at Olive Avenue. The closure of the off-ramps means that traffic currently exiting at Belmont Avenue would now exit at Olive Avenue and travel south through the Plan Area. Table 3-1 estimates the vehicular and truck trip projections to and from Belmont Avenue in 2029 and 2049.

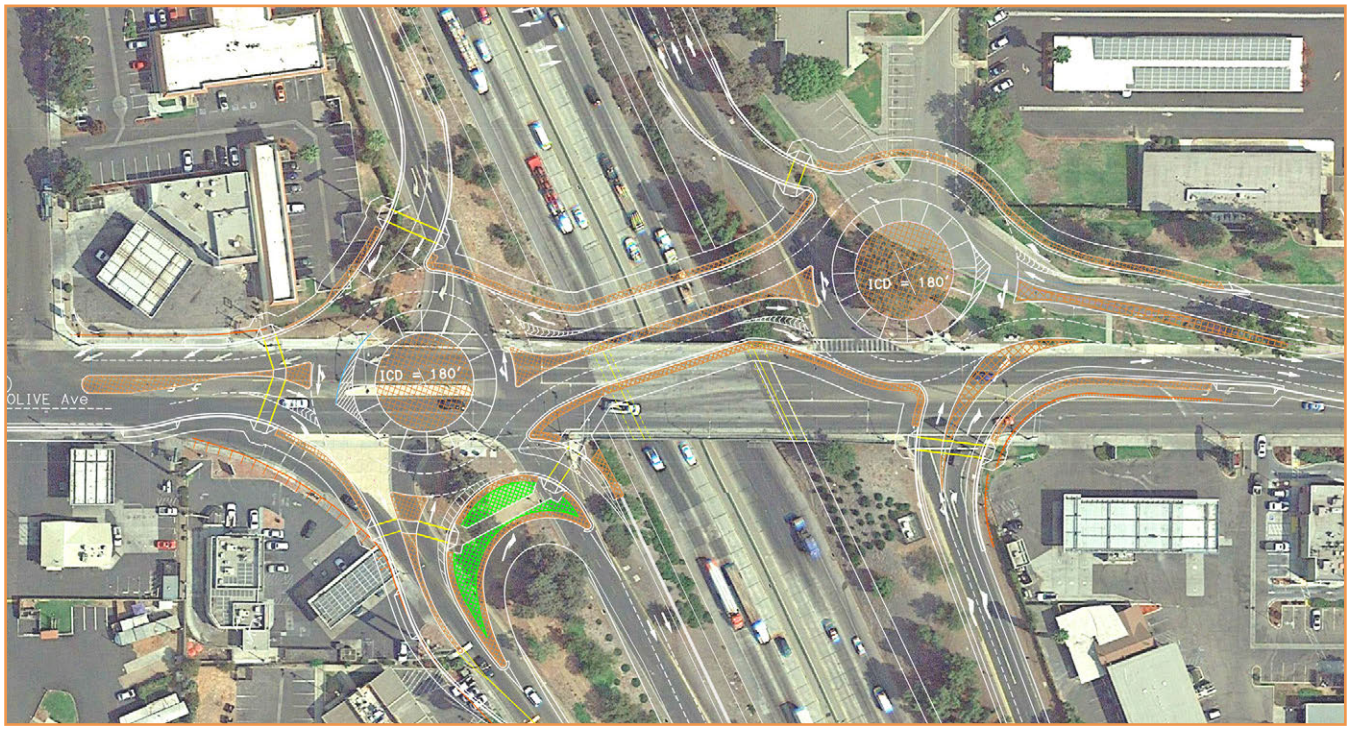


Figure 3-7: Proposed Caltrans Roundabout Design at Olive Avenue Source: Caltrans, 2022.

Table 3-1: 2029 and 2049 Belmont Avenue Northbound and Southbound AM and PM Trips

	Northbound AM Trips	Northbound PM Trips	Southbound AM Trips	Southbound PM Trips
2029 Total Trips Forecast	205	355	255	325
2029 Estimated Truck Trips Forecast (10% of Total Trips)	21	36	26	32
2049 Total Trips Forecast	275	440	300	380
2049 Estimated Truck Trips Forecast (10% of Total Trips)	28	44	30	38

Source: Caltrans, 2022.

Public Services and Infrastructure

Several infrastructure improvements are needed to implement the Parkway Neighborhood Master Plan, and there are also several changes or additions to public services that would benefit the neighborhood. This section describes the needed infrastructure improvements.

Infrastructure Improvements

■ Utility Undergrounding

Current developments by Fresno Housing have undergrounded major Pacific Gas and Electric Company (PG&E) utility lines, which is a substantial development cost. The Master Plan identifies another segment of major PG&E line that would need to be undergrounded for development of the lots adjacent to it, shown in Figure 3-8. The estimated length to be undergrounded here is approximately 550 feet.

■ Water, Wastewater, and Stormwater Improvements

According to staff from the Fresno Metropolitan Flood Control District, the existing stormwater facilities in the area are generally good, but some new sections of curb and gutter will need to be constructed to direct stormwater to storm drainage systems.

Water supply mains in Parkway Drive, Olive Avenue, and Belmont Avenue are 12-inch diameter, but current City standards for quarter-mile-section roads require 16-inch diameter mains. Development will likely require upgrading these lines to meet that standard. The water mains in the local (neighborhood) streets are 6 inches but the current standard is 8 inches. City of Fresno Public Utilities staff believe that there should be an upgrade to 8 inches for the existing 6-inch pipes in local streets abutting the project.

The sewer system in the Plan Area is from the 1970s, with 8-inch pipes. According to Public Utilities staff, the existing system seems to be sufficient for new development, but this will be determined at the time of development. Inspection of existing sewer mains and/or modification of the street layout may require replacement of certain segments of the 8-inch sewer pipes. New development will be responsible for new sewer laterals to connect to the existing system.



Figure 3-8: Proposed PG&E Utility Undergrounding

Public Service Improvements

■ Citywide Emergency Response System

The City of Fresno requires new buildings to install systems that connect with the citywide emergency radio system.[1] Fresno Housing developments underway at the time of writing this Master Plan reveal that the citywide emergency radio currently provides insufficient coverage for developments in the Plan Area, therefore requiring extensive system installations in the new buildings beyond what is typically required for developments if there was adequate coverage. Upgrading the citywide emergency radio system to improve coverage for the Plan Area would greatly support developments in the Plan Area.

■ Satellite Office Spaces for Public Safety and Community Engagement

Public safety is a concern for the Plan Area. To help address this issue without requiring significant additions in public safety and law enforcement services, the Master Plan proposes a satellite office be located within the Plan Area that could be used by Fresno public safety personnel to have a presence in the Plan Area.

Community engagement and de-escalation are important to have alongside any public safety presence. Accompanying this satellite office would be space for a community-based organization that can engage residents and community members to resolve situations non-violently through de-escalation while making resources available to the community, such as for mental health needs. A potential partner for fulfilling this role could be the Fresno County Department of Behavioral Health, which has established programs and services in these areas.

1 City of Fresno Development Code Section 10-50510.1: Emergency Responder Radio Coverage in New Buildings. https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH10REREPUNUREPRCOUS_ART5FIPR_S10-50510.1EMRERACONEBU.

CHAPTER 4

Implementation



Phasing

The development of the Parkway Drive neighborhood is being organized into several phase based on capacity of services and infrastructure, availability of funding, the scale of the plan area, and because there are still privately owned lots which have no guarantees of being publicly owned by the City of Fresno or Fresno Housing in the near future.

Figure 4-1 shows the planned phasing of developments for the Study Area. Development of the area will be accomplished in three phases.

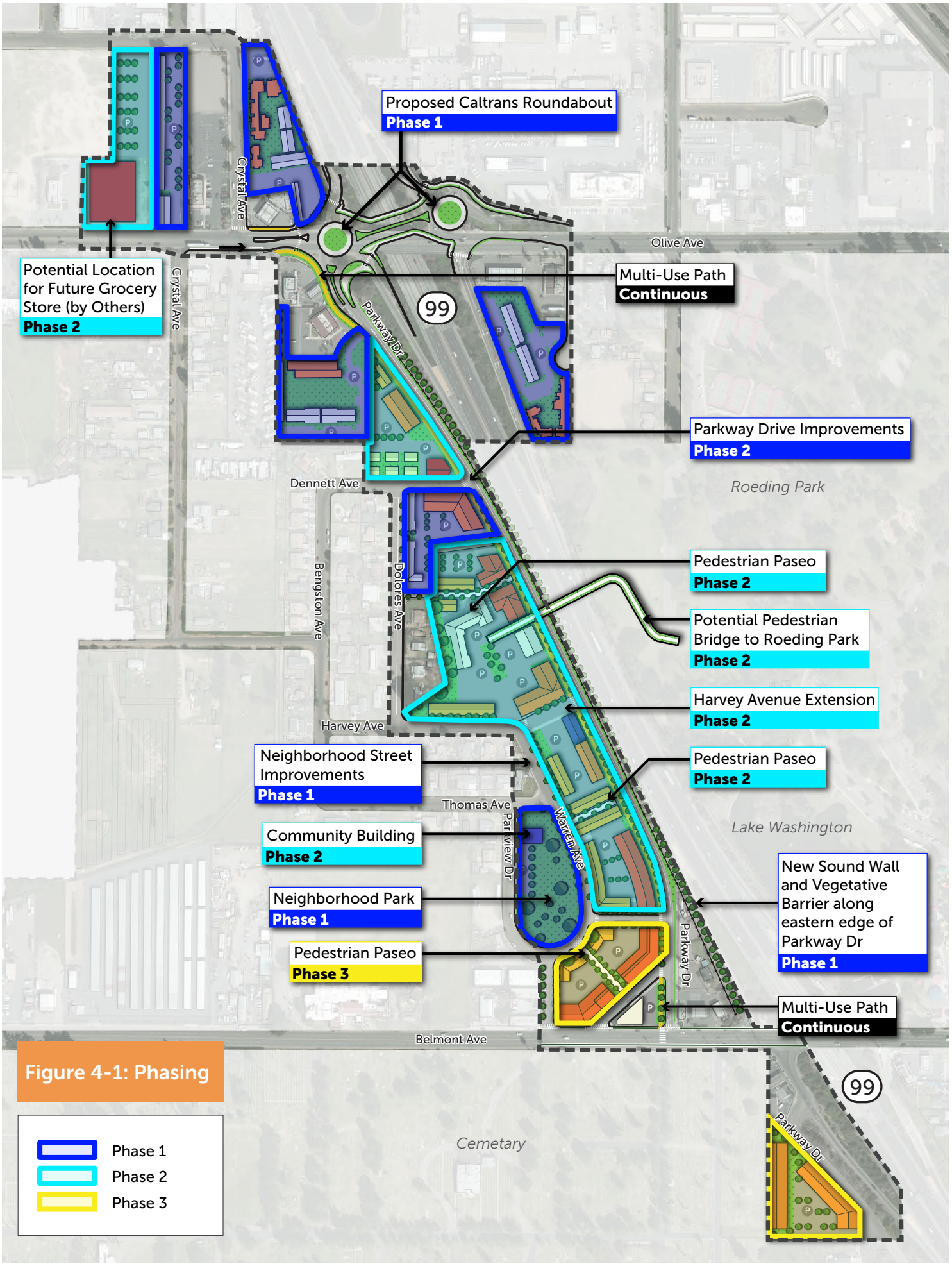


Figure 4-1: Phasing

■ Phase 1: 5 Years

Phase 1 will comprise of the northern properties owned by Fresno Housing where projects are already underway: Sun Lodge, Step Up 99, Golden Gate Triage, and Parkway Inn. This phase will include significant public improvements by the City of Fresno and Caltrans to improve the conditions of the neighborhood. As part of the El Dorado to Clinton Rehabilitation Project, Caltrans will convert the Highway 99 interchange at Olive Avenue into a set of two round-abouts and close off the highway ramps at the Belmont Avenue interchange. A sound wall with a vegetative barrier along Highway 99 would also be constructed for noise mitigation. A new neighborhood park would be built to provide a key open resource asset right in the heart of the neighborhood. Other key improvements implemented during this phase include side-walk improvements, street repaving, restriping, and utility upgrades. The City of Fresno would help support project feasibility by working with developers, including Fresno Housing, to help cover or offset any project costs. The proposed multi-use path along Parkway Drive would be implemented incrementally over time as development projects occur.

■ Phase 2: 5 to 10 Years

Phase 2 will primarily be driven by development a long stretch of parcels between Dennett Avenue and White Avenue. Most of these lots are owned by the City of Fresno with a few privately owned lots in between. Current market conditions indicate that initial projects would likely be affordable housing developments, which would be led either by Fresno Housing or non-profit developers. This phase will be catalyzed by the improvements in Phase 1 and build upon them further. A community center is planned for the new neighborhood park to provide a new community space for residents. A new pedestrian bridge and paseos are planned to improve pedestrian connectivity over Highway 99 to Roeding Park and within the Plan area. A crucial piece of Phase 2 will be securing a food retailer to develop a supermarket grocery store along Olive Avenue. Another key goal would be to provide a new transit stop within the Plan Area with one possible location being along Parkway Drive. Other supporting activities in this phase include setting up a satellite office for local enforcement with a community-based organization attached to assist with engagement and de-escalation to address public safety concerns in the area; and undergrounding major PG&E utility lines.

■ Phase 3: 5 to 10 Years

Phase 3 will cover development of the remainder southern parcels which are currently privately owned. These will primarily be market-rate housing, commercial, and mixed-use developments. These developments will be located at the proposed gateway locations at Parkway Drive and Dennett Avenue; and the parcels between Warren Avenue, White Avenue, and Iota Avenue.

Implementation

The City of Fresno, Fresno Housing, affordable housing developers, and private property owners and developers will undertake much of the work and make most of the investment needed to realize the vision for the Parkway Neighborhood Master Plan.

The new development will require investments in public facilities and infrastructure—complete streets, water and stormwater drainage, and community parks. This chapter establishes the funding and financing strategies that the City will use to ensure the costs of public facilities and services are met.

■ Cash Flow Statement Report

The Cash Flow Statement Report is a separate document prepared alongside the Parkway Neighborhood Master Plan that provides a 20-year estimated cash flow statement for implementing the Master Plan, including expenditures for infrastructure and public facilities and potential property tax revenue generated by new development. The costs and revenue in the statement are rough, order-of-magnitude estimates. This report is intended to support the City of Fresno and Fresno Housing in planning for and securing the needed funding, whether through the city's general fund, grant funding, and other sources. The cash flow statement estimates that the total cost for infrastructure and public facilities at $47.7 million. One-third of the total is for a pedestrian bridge over the CA-99 Freeway, and another third is for improvements to Parkway Drive and other local streets in the plan area. The cash flow statement also estimates the total property tax revenue over 20 years at $3.2 million. The full Cash Flow Statement for Implementation of the Parkway Neighborhood Master Plan Memorandum is included as Appendix A.

■ Phasing

The improvements and development envisioned in the Master Plan will not commence all at once. Rather, it will likely be built out over a period of years. Table 4-1 itemizes each proposed action and the schedule and responsibility for each one.

Table 4-1: Implementation Table

Implementation Action	Responsibility	Phase	Proposed Timing
Parkway Drive: Multi-Use Path	City of Fresno Public Works	Continuous	Incrementally implemented as development projects happen
Parkway Drive: Sidewalks, Landscaping, Repaving, and Striping	City of Fresno Public Works	1	5 years
Neighborhood Streets: Sidewalks, Landscaping, Repaving, and Striping	City of Fresno Public Works	1	
Water Supply Utilities Upgrades	City of Fresno Public Works	1	
Stormwater Utilities Upgrades	City of Fresno Public Works	1	
Wastewater Utilities Upgrades	City of Fresno Public Works	1	
Pursue Funding Opportunities for Remediation to Cover Removal of Asbestos and Lead, along with any other Hazardous Cleanup	City of Fresno Fresno Housing	1	
Upgrade City Emergency Response System to Improve Coverage to Plan Area	City of Fresno	1	
Neighborhood Park	City of Fresno Planning and Development City of Fresno Public Works	1	
Sound Wall along Highway 99	Caltrans	1	
Vegetative Barrier along Highway 99	Caltrans	1	
Grocery Store	Others	2	5 – 10 years
Neighborhood Park: Community Center	City of Fresno Planning and Development	2	
Pedestrian Bridge	City of Fresno Public Works Caltrans	2	
Paseos	City of Fresno Public Works	2	
Harvey Avenue Extension	City of Fresno Public Works	2	
New Transit Stop along Parkway Drive	City of Fresno Department of Transportation	2	
Satellite office for public safety combined with space for community-based organization for engagement and de-escalation	City of Fresno Planning and Development City of Fresno Police Department County of Fresno Department of Behavioral Health Others	2	
Undergrounding of Major PG&E Utility Lines	City of Fresno Public Works	2	
Market-Rate Housing and Commercial Development	Others	3	5 – 10 years

Potential Funding Sources

Potential funding sources for public realm improvements are described below:

■ Reconnecting Communities Program

A discretionary program funded by the US Department of Transportation, the Reconnecting Communities Pilot program, will provide $1 billion in funding over five years to support planning, capital construction, and technical assistance to restore community connectivity equitably and safely through the removal, retrofit, mitigation, or replacement of certain transportation infrastructure that have created mobility, access, or economic development barriers.

Facilities that are eligible for this program include highways, roads, streets, or parkways, as well as other transportation facilities such as railroad tracks, that have created barriers to connectivity due to high speeds, grade separations, and other design factors.

This program focuses on restoring community connectivity and eliminating barriers to mobility, access, or economic development through two types of grant funding opportunities – each with their own eligibility and applicant requirements – as well as provide technical assistance for eligible applicants:

Planning grants to study the feasibility and impact of addressing an existing eligible facility or to conduct planning activities necessary on an existing facility. These grants are to be used to plan studies associated with addressing an existing facility that decreases mobility, public engagement activities to seek input on removing or converting an existing facility, or other transportation planning activities required in advance of addressing a barrier. Eligible applicants include States, units of local government, federally recognized Tribal governments, metropolitan planning organizations, and nonprofit organizations.

Technical assistance for recipients that demonstrate need as an underserved, overburdened, and disadvantaged community. The Department will prioritize technical assistance to these communities to assist in building organizational or community capacity to engage in transportation planning and identify innovative solutions to local infrastructure challenges.

Capital construction grants for the removal, mitigation, or replacement of existing eligible facilities for which all necessary studies and planning activities have been completed. Facility owners must serve as eligible recipients of these grants, likely a state or local government agency with jurisdiction. Other entities may partner with facility owners.

■ Sustainable Transportation Planning Grant Program – Sustainable Communities

The Sustainable Transportation Planning Grant is a new program consolidating and realigning previous Caltrans funding programs. Caltrans Environmental Justice & Community-Based Transportation Planning Grants, and Transit Planning Grants merged into one program, "Sustainable Communities." Similar to the previous programs, transportation planning projects that are intended to improve a multimodal transportation network and reduce greenhouse gas (GHG) emissions, such as complete street plans and pedestrian and bicycle safety enhancement plans, are eligible. Construction and maintenance projects are not eligible. Eligible applicants include Metropolitan Planning Organizations and Regional Transportation Planning Agencies (MPO/RTPAs), Transit Agencies, Cities, Counties, and Native American Tribal Governments. This program is funded by the Federal Transit Administration and the State Highway Account.

■ Office Of Traffic Safety Grants

The Office of Traffic Safety (OTS) administers federal traffic safety grant funds that are apportioned to California under the National Highway Safety Act. The OTS has several priority areas for grant funding, including alcohol and other drugs, police traffic services, occupant protection, traffic records, emergency medical services, roadway safety, pedestrian and bicycle safety (including education, enforcement, and engineering), and motorcycle safety. The OTS supports a wide variety of traffic safety programs, including pedestrian and bicycle safety programs for children; child passenger safety outreach; and support for increased law enforcement services and resources, such as safety helmet distribution, and court diversion programs for safety helmet violators. State government agencies, state colleges, and state universities, local city and county government agencies, school districts, fire departments, and public emergency services providers are eligible to apply for and receive OTS grant funding. Grants are awarded on a competitive basis.

■ Environmental Enhancement and Mitigation Program

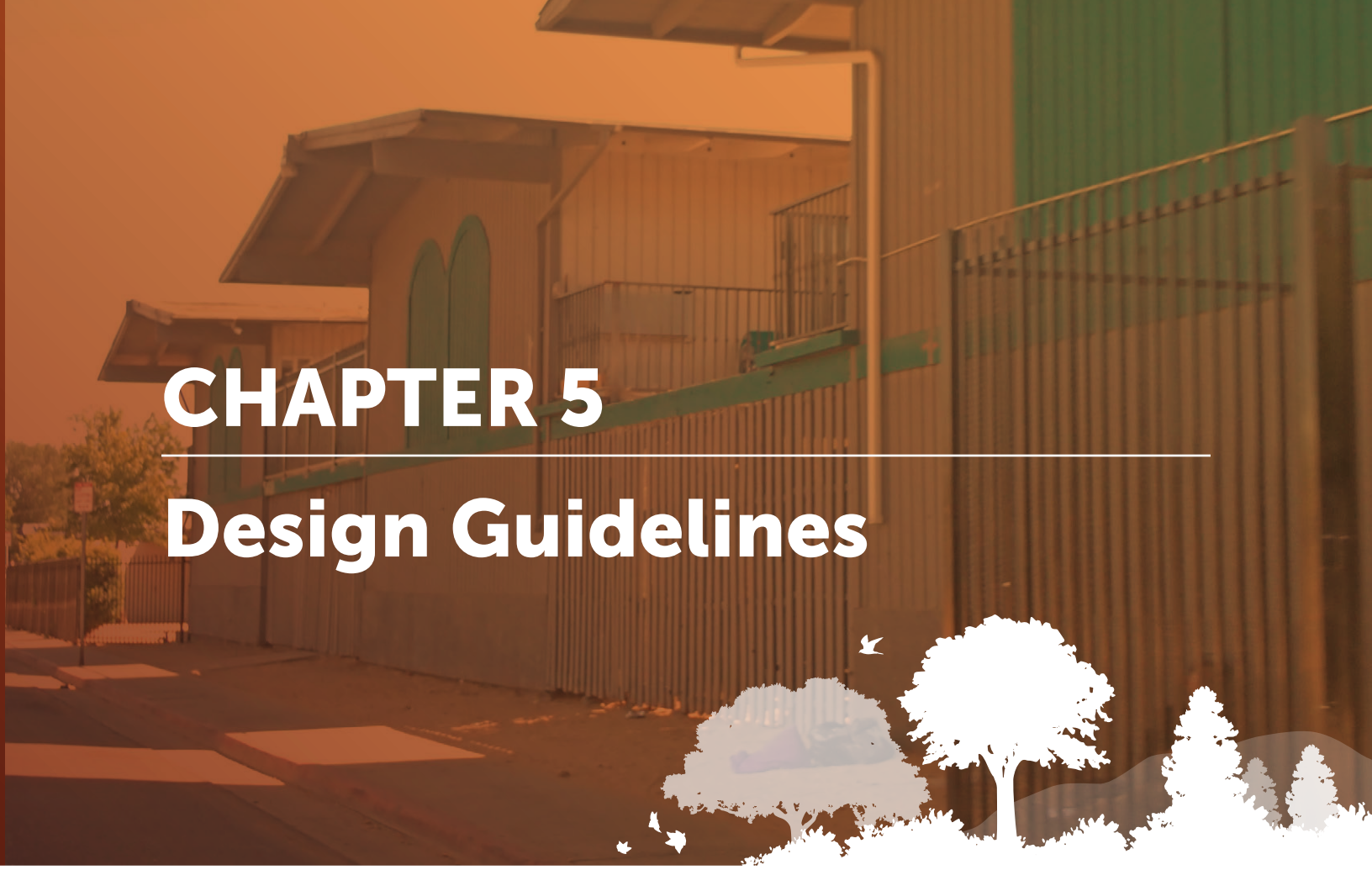
The Environmental Enhancement and Mitigation Program (EEMP) is a state fund established by Caltrans to mitigate the effects of transportation projects. It offers up to $7 million each year for grants to local, state, and federal government agencies and to nonprofit organizations for projects to mitigate the environmental impacts caused by new or modified public transportation facilities. Eligible projects must be directly or indirectly related to the environmental impact of the modification of an existing transportation facility or construction of a new transportation facility. Typical grants range from $200,000 to $250,000. Up to 25 percent local matching is usually required. Grants are awarded in the categories of urban forestry, resource lands, and mitigation projects beyond the scope of the lead agency. Grants are awarded on a competitive basis.

■ Affordable Housing and Sustainable Communities Program

Managed by California's Strategic Growth Council, the Affordable Housing and Sustainable Communities (AHSC) Program is intended to reduce GHG emissions by supporting infill and compact development projects that improve non-motorized transportation options and decrease reliance on auto vehicle uses. Eligible projects include 1) transit-oriented development (TOD) projects that include affordable housing development in conjunction with transportation infrastructure, and 2) integrated connectivity projects that include one or more transit stop and would result in a significant increase in transit ridership.

■ Urban and Community Forestry Grants

The California Department of Forestry and Fire Protection (CAL FIRE) administers the Urban & Community Forestry Grant Program to fund urban forestry projects that focus on reducing GHG emissions, including urban tree planting, urban forest management for GHG reduction, urban wood and biomass utilization, reclamation of blighted urban lands, and green innovations projects. On-going management or maintenance activities are not eligible.



CHAPTER 5
Design Guidelines

Development and Design Recommendations

Design and development in the Parkway Neighborhood Plan Area are regulated by the City of Fresno Citywide Development Code. Most of the parcels in the Plan Area are zoned NMX for Neighborhood Mixed Use. This is an appropriate zoning district for the development envisioned by this Master Plan.

This chapter recommends specific design guidelines that will ensure the vision for the Master Plan is realized. These recommendations are in addition to the standards in the Citywide Development Code and are recommendations only. Where the Citywide Development Code has standards that conflict with the envisioned development of the Master Plan area, these are noted for City of Fresno consideration.

Recommended Property Development Design

The following development design recommendations are applicable to development of properties within the Plan Area, in addition or as an alternate to the provisions for the NMX District in the Citywide Development Code.

15-1103 Density, Intensity, and Massing Standards

Setbacks along Parkway Drive. Incorporate a minimum 17-foot setback on the side of the property adjacent to Parkway Drive that accommodates the following:

- 5 feet closest to the buildings as landscaping with trees.
- The remaining 12 feet closest to Parkway Drive as a dedicated public easement to create a multiuse path.

Setbacks along Neighborhood Streets. Development in the NMX district fronting onto the following streets: Hedges Avenue, Crystal Avenue, Dennett Avenue, Dolores Avenue, Harvey Avenue, Warren Avenue, Thomas Avenue, Parkview Drive, and White Avenue, shall provide the following:

- Set back the side of new buildings facing a neighborhood street a minimum of 10 feet and a maximum of 20 feet from the property line.
- Provide entry porches or patios not smaller than 5 feet deep by 6 feet wide, which can protrude into this setback area.

Parking Setback. Parking may be within the required 30-foot parking setback if it is accommodated to the side of buildings and if it is no wider than a double loaded aisle (65 feet). All other parking location standards from the Development Code apply, including screening.

15-1104B RS Transition Standards

RS Transition with Public Street Between. Follow RS Transition Standards from the Citywide Development Code, where the NMX District directly abuts an RS District to the side or rear. The RS Transition Code requirements should not apply where the NMX District faces an RS district across a public street.

15-1104E On-Site Open Space

Minimum Open Space Required. Allow the maximum reduction of 25 percent to the minimum open space required in the Citywide Development Code due to the location of a new public park in the neighborhood, with improved pedestrian connections to the park.

15-1104G Sidewalk Standards

Parkway Drive. For sidewalk frontage at properties facing Parkway Drive, see Parkway Multiuse Path Design Guidelines later in this chapter.

Neighborhood Streets. For sidewalk frontage at properties facing neighborhood streets on the western side of the Plan Area, see Neighborhood Street Design Guidelines later in this chapter.

Parking and Vehicular Access Design Guidelines

» Ensure access to any carports or tuck-under parking to be from the side or rear of the site and not be accessed directly from the street.

■ Mixed-Use Design Guidelines

This section applies specifically to vertical mixed-use development types within the Plan Area.

» Design ground-floor nonresidential uses to have a floor-to-floor height of at least 12 feet to ensure appropriate scale of the base of the building in relation to the upper floors. At street-fronting entrances, make retail or commercial ground-floor entrances the same elevation as the grade of the adjacent sidewalk. Residential units should be elevated above sidewalk level a minimum of 18 inches, subject to accessibility requirements.

» Design ground-floor nonresidential uses to have a façade giving individual identity to each separate establishment, such as through the use of signage and/or individual awnings.

■ Townhomes Design Guidelines

This section applies specifically to townhome development types within the Plan Area.

» Design townhome pedestrian entries to feature a porch, stoop, roof canopy, and architectural detailing that provides ground-level space.

» Connect the porch directly to the sidewalk (if facing a street) or a communal space with pedestrian paths.

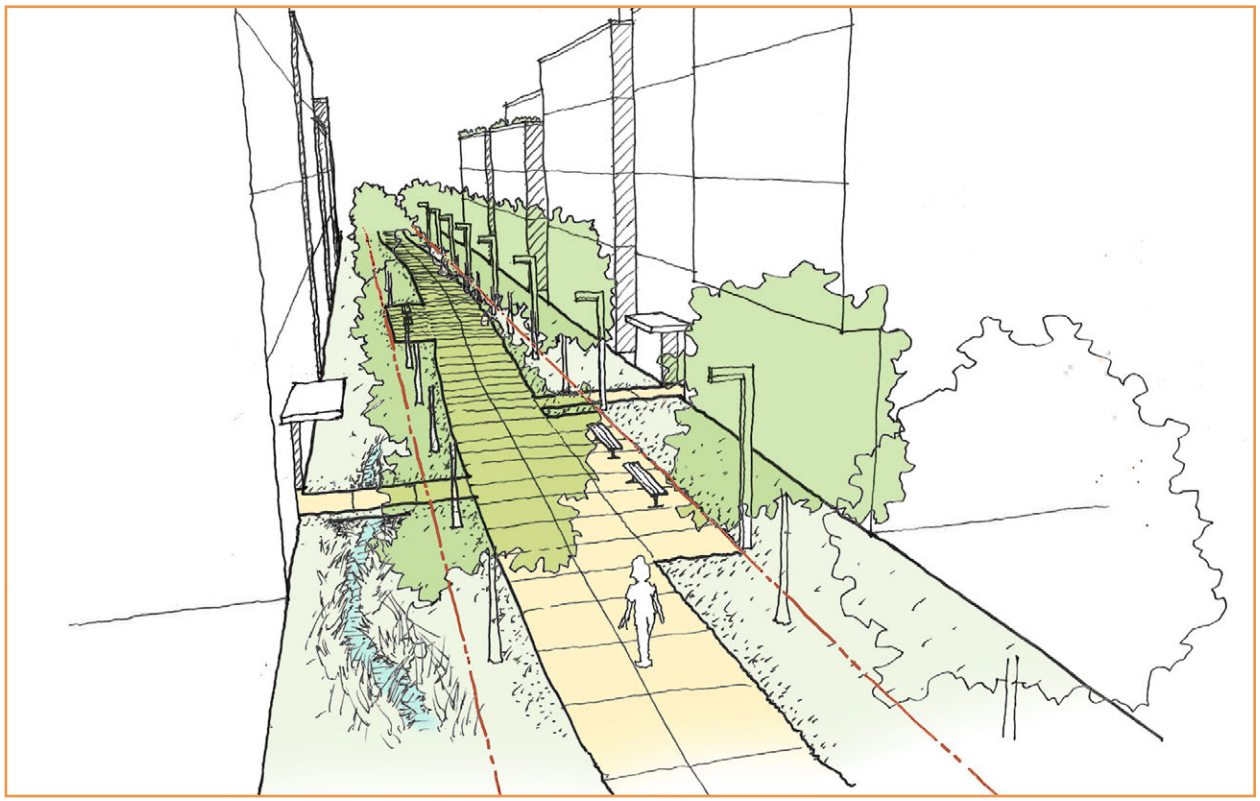
» Orient townhomes that are accessed by communal space or paseo towards the communal space or paseo.

» Configure parking as tuck-under or as ground-level garages that are accessed at the rear of the building.

» No more than four attached townhome units may be covered by one unarticulated roof. Vary rooflines by changing the direction of slope, and by including elements such as dormers.

Paseo Design Guidelines

- Design paseos to be hardscaped with concrete pavers and have a minimum width of 20 feet flanked with 5-foot landscaping for total width of 30 feet.
- All paseos shall have direct entries into abutting properties or residential units.
- All development abutting paseos shall have window openings facing the paseo.
- All fencing along paseos must be open a minimum of 80 percent (i.e., not more than 20 percent).



Additional Air Quality and Noise Mitigation Design Recommendations

- Provide vegetative barriers on the side of the project site such that they would screen from Parkway Drive and Highway 99 and act as natural filtration of the air around the site.
- Provide screen walls, sound walls, and retaining walls to mitigate noise impacts and provide privacy for residents.
- Ensure buildings have heating, ventilation, and air conditioning (HVAC) systems that allow for high-efficiency filtration of air pollutants and contaminants from entering residential units.
- Where feasible, incorporate a site design layout that promotes east-west air flow to prevent concentration of air pollutants along the site, such as varying form and heights of buildings.
- Follow best practices for mitigating dust and noise during construction activities.

» Ensure community centers in the Plan Area have high-efficiency air conditioning and filtration systems so that they can act as cooling centers.

Public Realm Design Guidelines

These guidelines apply to the public realm and rights-of-way within the Plan Area.

■ Parkway Drive Design Guidelines

» Provide a noise barrier (sound wall) along the eastern edge of Parkway Drive adjacent to Highway 99 right-of-way that is consistent with Article 25 of the Citywide Development Code.

» Grow flowering vines along the sound wall.

» Plant trees as a vegetative screening east of the sound wall.

» Provide street lighting along the eastern edge of Parkway Drive to sufficiently illuminate the roadway when dark.

■ Parkway Multiuse Path Design Guidelines

» Provide a multiuse path fit for pedestrian and bicycle use parallel and adjacent to Parkway Drive per Figure 2-2, Master Plan Concept Diagram.

» Build the path as a minimum of 12 feet wide, flanked by 5-foot landscaping areas on each side with trees.



- Build the path as an asphalt path to differentiate the use of the path for both pedestrians and bicycles. Use of concrete is discouraged, unless painted or colored.
- Provide high-visibility ladder type street crossings at cross-streets, and green skip-striping to denote bicycle crossing.
- Provide green skip-striping and signage alerting drivers to the presence of two-way bicycle traffic at driveways.
- Provide pedestrian lighting along the path to illuminate the path when dark following the Pedestrian Lighting Design Recommendations under General Design Recommendations as well as the requirements of the Citywide Development Code.

Neighborhood Street Design Guidelines

- Implement design guidelines for neighborhood streets: Hedges Avenue, Crystal Avenue, Dennett Avenue, Dolores Avenue, Harvey Avenue, Warren Avenue, Thomas Avenue, Parkview Drive, and White Avenue.
- Provide a minimum 5-foot-wide sidewalk at each side of a neighborhood street.
- Within the curb-to-curb street width of neighborhood streets, include two travel lanes at minimum of 10 feet wide each and an 8-foot-wide parking lane at each side.
- Dedicate any remaining space within the right-of-way after providing the sidewalk and street to landscaping. Where feasible, include tree plantings.
- Provide Class III Bike Route sharrow markings.
- Provide street lighting along neighborhood streets to illuminate against the dark following the Surface Parking and Street Lighting Design Recommendations under General Design Recommendations as well as the requirements of the Citywide Development Code.

Roundabout Design Guidelines

- Incorporate landscaping in roundabout areas at minimum in the medians, at the centers of roundabouts, and in any residual land.
- Incorporate minimum 5-foot-wide sidewalks to ensure complete accessible path of travel through roundabout areas that shall be connected physically or by crosswalk to adjacent paths of travel.
- Incorporate bicycle facilities in roundabout areas to be consistent with the City of Fresno Active Transportation Plan.

■ Pedestrian Bridge Design Guidelines

» Design pedestrian bridges to be 20 feet wide, composed of a minimum 10-foot-wide hardscape path with the remainder dedicated to landscaping.

» Allow sufficient height clearance such that trucks can safely pass on Parkway Drive.

■ Neighborhood Park Design Guidelines

These guidelines are intended to guide the design of the proposed neighborhood park as shown in Figure 2-2, Master Plan Concept Diagram.

» Co-develop the program and design of the neighborhood park with residents of the neighborhood through community engagement. The purpose of this engagement would be to identify amenities and uses of the park prior to design and development.

» At minimum, incorporate seating areas, trees, and permanent shading areas in the park.

» Plan for a single-story community building to be in the park.

» Connect all usable areas of the park through accessible pedestrian paths.

» Provide effective pedestrian lighting on all paths and usable areas following the Pedestrian Lighting Design Recommendations under General Design Recommendations as well as the requirements of the Citywide Development Code.

» Incorporate landscaping and trees in park areas not being used for recreation, sports, or other active uses.

» Do not enclose the park with fencing except in areas that are restricted from public access.

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APPENDIX A

Cash Flow Statement for Implementation of the Parkway Neighborhood Master Plan



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MEMORANDUM

Date: December 1, 2023

To: Michael Duarte, Fresno Housing
Philip Skei, Fresno Planning and Development

From: Bruce Brubaker, Principal
Steve Gunnells, Chief Economist

Subject: Cash Flow Statement for Implementation of the Parkway Neighborhood Master Plan

Summary

This provides a 20-year estimated Cash Flow Statement for implementing the Parkway Neighborhood Master Plan, including expenditures for infrastructure and public facilities and potential property tax revenue generated by new development. The costs and revenue should be considered as rough, order-of-magnitude estimates. This report is intended to support the City of Fresno and Fresno Housing in planning for and securing the needed funding, whether through the City's General Fund, grant funding, and other sources.

The Cash Flow Statement estimates that the total cost for infrastructure and public facilities at $47.7 million. One-third of the total is for a pedestrian bridge over the CA-99 Freeway, and another third is for improvements to Parkway Drive and other local streets in the Plan Area. The Cash Flow Statement also estimates the total property tax revenue over 20 years at $3.2 million. The growth in revenue is limited because a majority of the new housing development in the Master Plan is intended for affordable housing and transitional and supportive housing.

The report is organized into the following sections:

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   2C. Cost Estimates: Phase 3 Investments 7
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1. INTRODUCTION

The Parkway Neighborhood Master Plan anticipates a substantial amount of rehabilitation of existing buildings, infill development, demolition and redevelopment, and new construction on vacant sites. Most, but not all the development is expected to provide affordable housing for income-qualified households as well as transitional and supportive housing.

Although new development on individual sites will be financed by each developer, to facilitate this development, the Master Plan also envisions substantial investments in infrastructure and public facilities. These investments will be necessary to promote the Plan Area's intended transition from a functionally obsolete commercial corridor with an abundance of poorly maintained motels to an attractive and vibrant mixed-use neighborhood that serves the needs of new Plan Area residents and residents in the adjacent neighborhood.

Because most of the anticipated development is expected to provide affordable housing, the cost of infrastructure and public facilities cannot be funded through development impact fees and exactions, as is typical of market-rate housing development. The purpose of this Cash Flow Statement is to provide rough order-of-magnitude estimates of the costs involved and the estimated property tax revenue. This report is intended to support future planning by the City of Fresno and Fresno Housing for securing needed funding through the City's General Fund, grant funding, and other sources which are or might become available.

This report is included as an appendix in the Master Plan and should be read in conjunction with the Master Plan, especially Figure 2-2, the Master Plan Diagram. The Master Plan Diagram is illustrative and acknowledges that differences in actual development can be expected. Similarly, the costs and investments described in this report are initial estimates, and the phasing used in this analysis is only an initial assumption. Actual improvements and costs can be expected to differ as adjustments are made over time in response to changing market conditions and funding availability.

2. COST ESTIMATES

This section provides cost estimates for the infrastructure and public facilities needed to support the implementation of the Master Plan. The cost estimates below are derived from costs incurred by the City for similar projects, industry standards, and costs reported by other public agencies for similar projects. The costs are rough order-of-magnitude estimates intended solely to support planning for the Plan Area. Detailed project plans and associated cost estimates will be necessary for future implementation.

2A. Cost Estimates: Phase 1 Investments

2A(i) Parkway Drive Improvements

This project will provide sidewalks, landscaping, repaving, and striping for an estimated 3,000 linear feet of Parkway Drive in the project area. This improvement will provide a complete sidewalk along the southwest side of Parkway drive, landscaping along both sides of the roadway (see items 2B(vi) and 2B(vii) for additional improvements buffering Parkway Drive from the CA-99 freeway), a new slurry-seal treatment and new striping. The Cash Flow Statement assumes that these improvements would occur over ten years, stretching from 2024 through 2033. The costs are estimated at $1,750 per linear foot, for a total cost of $5,250,000.

2A(ii) Neighborhood Streets

This project will provide sidewalks, landscaping, repaving, and striping for an estimated 5,600 linear feet along the following neighborhood streets in the Plan Area: Crystal Avenue, Dennett Avenue, Dolores Avenue, Harvey Avenue, Hedges Avenue, Warren Avenue, Thomas Avenue, and White Avenue. The project will include continuous sidewalks, landscaping, a new slurry-seal treatment, and new striping. The Cash Flow Statement assumes that these improvements would occur over five years, stretching from 2026 through 2030. The costs are estimated at $1,450 per linear foot, for a total cost of $8,120,000.

2A(iii) Water Infrastructure

The Plan Area is generally served by existing water distribution infrastructure. However, the City has determined that the expected plan-area development between Belmont and Dennett avenues will require an upgrade and that, consequently, the entire water line serving the adjacent residential neighborhood around Bengston, Dolores, and Thomas avenues will also need to be upgraded from 6-inch to 8-inch lines. The Cash Flow Statement assumes that these improvements would occur over two years, 2025 and 2026. The costs are estimated at $328 per linear foot, over 11,552 linear feet, for a total cost of $3,785,600.

2A(iv) Stormwater Infrastructure

Generally, the Plan Area is adequately served by existing stormwater infrastructure. However, the City has determined that a new 24-inch drainage pipe with associated inlets will be needed along a portion of Olive Avenue in the Plan Area. The Cash Flow Statement assumes that the stormwater improvements would occur in 2025. The costs are estimated at $495 per linear foot, over 910 linear feet, for a total cost of $450,400.

2A(v) Wastewater Infrastructure

The Plan Area is adequately served by existing sewer infrastructure. Nevertheless, this improvement has been included in the Cash Flow Statement in case it becomes evident during future development that wastewater infrastructure improvements will be needed.

2A(vi) Environmental Assessment

To facilitate use of federal funding, especially through the Department of Housing and Urban Development, clearance under NEPA may be required. This investment is the cost to prepare an Environmental Assessment to satisfy NEPA requirements. It is assumed that the City of Fresno will provide the necessary CEQA clearance. However, a programmatic EIR for the Master Plan would require an additional $250,000.

2A(vii) Environmental Remediation

Fresno Housing has found that asbestos removal and other environmental remediation can be necessary when existing older motels are refurbished for permanent housing. The extent of future environmental remediation will need to be determined on a project-by-project basis. This analysis assumes that such remediation will average about $4,000 per accommodation unit in buildings to be rehabilitated, with an allowance for 200 such rooms. The Cash Flow Statement assumes that these costs will be incurred over five years, from 2023 through 2027. The total cost is estimated at $800,000.

2A(viii) Emergency Response System

This improvement will upgrade the City's emergency response system with a new communications tower in the Plan Area. The analysis assumes a lump sum allowance of $500,000 and assumes that the tower would be erected on existing City-owned property. The Cash Flow Statement assumes that this improvement will be installed in 2027.

2A(ix) Neighborhood Park

This improvement will develop a new neighborhood park on a group of six parcels totaling 1.85 acres in size bounded by Parkview Drive, Thomas Avenue, and Warner Avenue. Four of the six parcels are owned by the City of Fresno, one parcel is owned by Fresno Housing, and the remaining parcel is privately owned. The Cash Flow Statement assumes that the park will be constructed in 2025. The cost is estimated at $784,080 per acre, for a total cost of $1,450,548. It is important to note that the cost estimate is for construction – maintenance, operations and upkeep, and future upgrades are not included.

2A(x) Parkway Drive Multi-use Path

The Master Plan envisions a new multi-use path along the western side of Parkway Drive. The expectation is that the City will require dedication of the land area needed for the pathway as part of the approval of new development and associated grading and landscaping. As functional segments are available, the pathway will be constructed. Although the land dedication is ongoing, the Cash Flow Statement assumes that construction costs will be incurred over eight years, starting in 2026 with completion expected in 2033. The cost is estimated at $50 per linear foot, for a total cost of $300,000. If some properties are not redeveloped, completing the pathway may require additional land purchases, which are not included in the estimated cost. It is important to note that the cost estimate is for construction – maintenance, operations and upkeep, and future upgrades are not included.

2B. Cost Estimates: Phase 2 Investments

2B(i) Harvey Avenue Extension

This project will extend Harvey Avenue from the existing intersection with Warren Avenue, approximately 200 feet to Parkway Drive, including sidewalks and landscaping. The Cash Flow Statement assumes that this improvement will occur in 2030. The costs are estimated at $2,250 per linear foot, for a total cost of $450,000.

2B(ii) Transit Stop

This project will provide a transit stop on Parkway Drive. It is assumed that the roadway construction to accommodate a pull-over area for buses will be included in the Parkway Drive improvements (see 2A(i)), and, thus, this item includes a shelter. This item also assumes that existing bus service would be rerouted to accommodate a stop on Parkway Drive, but any costs associated with a revised bus route are not included. The Cash Flow Statement assumes that this improvement will be constructed in 2028. The cost is estimated at a lump sum of $15,000.

2B(iii) Community Center

This project will develop a new 5,000-square foot community center at the new neighborhood park (see 2A(ix)). The Cash Flow Statement assumes that the park will be constructed in 2029. The construction cost is estimated at $395 per square foot, for a total cost of $1,975,000. It is important to note that the

cost estimate is for construction – maintenance, operations and upkeep, and future upgrades are not included.

2B(iv) Grocery Store

The Master Plan anticipates the development of a new neighborhood-scale grocery store, about 30,000 square feet in size, which might be used solely as a grocery or which might include a smaller footprint grocery and space for a few other retail businesses. The Master Plan envisions the grocery developed in the Plan Area, on the north side of Olive Avenue. The grocery store would be owned and developed by the private sector. The City will have no authority or ability to require the construction of a grocery store, but the Cash Flow Statement assumes that this will occur in 2028. The construction cost is estimated at $296 per square foot, for a total cost of $8,881,155. However, this cost is not included in the costs for infrastructure and public facilities because it will be funded through the private sector. Thus, it is included section 3, Investments in Property Development.

2B(v) Paseos

This project will construct three new paseos, with one connecting Dolores Avenue and Parkway Drive, one connecting Warren Avenue and Parkway Drive, and one connecting Iota and Warren Avenues. The projects would include paved sidewalks and landscaping. The analysis assumes that the land is either already owned by the City or would be dedicated as part of a development project approval. The Cash Flow Statement assumes that the paseos will be constructed over three years, from 2028 through 2031. The construction cost is estimated at $345 per linear foot, for a total cost of $289,000.

2B(vi) Sound Wall

This project will construct a sound wall between Parkway Drive and the CA-99 freeway. The analysis assumes that this would be a 12-foot-high barrier, but additional design and engineering would be required to determine the height that is warranted. Even though the analysis also assumes that Caltrans would construct the sound wall, as of May 2023, Caltrans has not formally agreed to this, and therefore some funding from the City or other source may be required. The Cash Flow Statement assumes that this project will occur in 2030. The construction cost is estimated at $450 per linear foot along a 2,700-foot path, for a total cost of $1,215,000.

2B(vii) Vegetative Barrier

This project will install trees and other vegetation as an additional barrier between the Plan Area and the freeway and to help filter air particulates. Even though the analysis also assumes that Caltrans would construct the vegetative barrier, as of May 2023, Caltrans has not formally agreed to this, and therefore some funding from the City or other source may be required. In addition, the cost estimate includes only the original installation cost. There would be ongoing costs for operations and maintenance, including replanting of damaged or diseased vegetation. The Cash Flow Statement assumes that this project will occur in 2030, in conjunction with the construction of the sound barrier. The construction cost is estimated at $200 per linear foot along a 2,700-foot path, for a total cost of $540,000.

2B(viii) Public Services Office

This project will develop a 5,000-square foot public services building that would likely be used as a public safety satellite office and also provide space for engagement/de-escalation and other CBO services. The

Cash Flow Statement assumes that this building will be constructed in 2032. The construction cost is estimated at $460 per square foot, for a total cost of $2,300,000.

2B(ix) Underground Utilities

This project would underground the overhead power lines remaining along a 550-linear foot section of Parkway Drive. The analysis assumes that this cost would be borne by the City rather than PG&E. The Cash Flow Statement assumes that this building will be constructed in 2032. The construction cost is estimated at $175 per linear foot, for a total cost of $96,250.

2B(x) Bicycle and Pedestrian Bridge

This project would construct a bicycle and pedestrian bridge across the CA-99 freeway, connecting Parkway Drive with Roeding Park. The cost may vary considerably based on design requirements and the length of the bridge necessary to elevate bikes and pedestrians over the freeway. Additional planning and engineering will be required for a more accurate cost estimate. The Cash Flow Statement assumes that the bridge will be constructed in 2035. The construction cost is estimated at $15,000 per linear foot for an 820-foot span, for a total cost of $ 12,300,000.

2C. Cost Estimates: Phase 3 Investments

2C(i) Market Rate Development

As the Plan Area is improved and new public facilities and services are provided, it is likely that the private sector will start to view the Plan Area as an attractive location to invest in new development. This project represents a conservative estimate of where and how such private investment might occur. The estimated private sector investments in new development are detailed in Section 3.

2D. Cost Estimate Summary

The estimated costs are summarized in **Error! Reference source not found.** on the following page.

Table 1: Estimated Costs for Infrastructure and Public Facilities

	Quantity	Units	Estimated Cost per Unit	Primary Responsibility	Total Cost
Phase 1 Investments					
Parkway Drive: sidewalks, landscaping, repaving, and striping	3,000	LF	1,750	City	5,250,000
Neighborhood streets: sidewalks, landscaping, repaving, and striping	5,600	LF	1,450	City	8,120,000
Water supply utilities upgrades	11,552	LF	328	City	3,785,600
Stormwater utilities upgrades	910	LF	495	City	450,401
Wastewater utilities upgrades				City	
Environmental assessment	1	LS	70,000	City/Fresno Housing	70,000
Remediation (removal of asbestos, lead, and other hazardous cleanup)	4,000	Unit	200	City/Fresno Housing	800,000
Upgrade City emergency response system	1	LS	500,000	City	500,000
Neighborhood park	1.85	ac	784,080	City	1,450,548
Parkway Drive: multi-use path	3,000	LF	100	City	300,000
Phase 1 Investment Subtotal					20,426,549
Phase 2 Investments					
Harvey Avenue extension	200	LF	2,250	City	450,000
New transit stop along Parkway Drive	15,000	LS	1	City	15,000
Community center at new park	5,000	SF	395	City	1,975,000
Paseos	850	LF	340	City	289,000
Sound wall along Highway 99	2,700	LF	450	Other Public	1,215,000
Vegetative barrier along Highway 99	2,700	LF	200	Other Public	540,000
Public safety satellite office / CBO space for engagement/de-escalation	5,000	SF	545	City & County	2,725,000
Undergrounding of Major PG&E Powerlines	550	LF	175	City	96,250
Bicycle and Pedestrian bridge	820	LF	15,000	City	12,300,000
Phase 2 Investment Subtotal					19,605,250
Total Investments					40,031,799

3. INVESTMENTS IN PROPERTY DEVELOPMENT

Properties owned by the City of Fresno are exempt from property tax. Similarly, property used for affordable housing qualifies for a welfare exemption from property tax. This section identifies the properties included in the Plan Area, the existing use, the planned use, and estimated property tax generation for the City's General Fund.

3A. Property Ownership

The properties included in the Plan Area and the property tax exemption status and assessed value are indicated in the table below.

Table 2: Plan Area-Properties, Tax Exempt Status, and Current Assessed Value

Site Number	Address	APN	Business/Common Name	Tax Status	Acres	2022 Assessed Value
1	1804 W Olive Ave	449-231-11	Ambassador Inn & Suites	City of Fresno	1.08	1,669,772
2	1718 W Olive Ave	449-231-18	McDonald's	Taxable	2.09	1,766,699
3	1824/34/44 W Olive Ave	449-231-27	Vacant	Taxable	1.26	380,621
4	1811/35 W Hedges Ave	449-231-28	Vacant	Taxable	1.17	125,000
5	1280 N Crystal Ave	449-232-01	Vacant/parking	Fresno Housing	0.56	Exempt
6	1240 N Crystal Ave	449-232-02	Rodeway Inn/Step Up 99	Fresno Housing	1.61	Exempt
7	1680 W Olive Ave	449-232-05	Shell	Taxable	0.45	1,001,760
8	1087 N Parkway Dr	449-270-02	Motel 6	Taxable	0.76	1,669,900
9	1121 N Parkway Dr	449-270-39	Denny's	Taxable	0.74	1,124,421
10	1101 N Parkway Dr	449-270-41	Sun Lodge	Fresno Housing	2.60	Exempt
11	1414 W Olive Ave	449-270-56	Golden State Triage	City of Fresno	1.92	Exempt
12	1135 N Parkway Dr	449-270-57	Arco/Rally's	Taxable	0.59	1,129,025
13	1405 W Olive Ave	449-270-59	Jack in the Box	Taxable	0.55	1,128,237
14	1459 W Olive Ave	449-270-60	Chevron	Taxable	0.63	757,094
15	No address	449-321-18	Vacant	City of Fresno	0.84	162,489
16	904 N Dolores Ave	449-323-01	SFR	Taxable	0.30	82,725
17	949 N Parkway Dr	449-324-10	Sierra Inn	Taxable	0.59	1,317,710
18	959 N Parkway Dr	449-324-11	Parkway Inn	City of Fresno	1.44	2,174,454
19	797 N Parkway Dr	449-335-14	Palace Inn City of Fresno	City of Fresno	0.41	733,302
20	777 N Parkway Dr	449-335-19	Journey Home	Fresno Housing	0.95	Exempt
21	817 N Parkway Dr	449-335-25	Villa Bridge Housing	City of Fresno	0.84	814,753
22	866 N Dolores Ave	449-335-28	SFR	Taxable	0.17	66,969
23	818 N. Dolores Ave	449-335-29	SFR	Taxable	0.20	33,021
24	808 N Dolores Ave	449-335-30	SFR	Taxable	0.20	75,040
25	903 N Parkway Dr	449-335-31	Organic Fresno (closed)	Taxable	0.65	289,729
26	933 N Parkway Dr	449-335-32	Sage Commons	City of Fresno	2.42	Exempt
27	No address	449-342-01	Vacant	Fresno Housing	0.23	Exempt
28	No address	449-342-02	Vacant	City of Fresno	0.28	19,096

Site Number	Address	APN	Business/Common Name	Tax Status	Acres	2022 Assessed Value
29	No address	449-342-03	Vacant	City of Fresno	0.32	14,215
30	No address	449-342-04	Vacant	City of Fresno	0.48	24,057
31	No address	449-342-05	Vacant	City of Fresno	0.23	10,935
32	No address	449-342-06	Vacant	Taxable	0.23	21,031
33	1444 W White Ave	449-343-07	Travel Inn & Suites	City of Fresno	1.55	Exempt
34	545 N Parkway Dr	449-345-08	Parkway Liquor	Taxable	0.28	331,500
35	1350 W Belmont Ave	449-345-20	Vacant	Taxable	0.31	68,340
36	1332 W Iota Ave	449-345-21	Closed	Taxable	0.23	115,260
37	1324 W Iota Ave	449-345-22	Big Rig Tire (closed)	Taxable	0.44	184,055
38	1308 W Iota Ave	449-345-23	Closed	Taxable	0.35	85,737
39	1310 W Belmont Ave	449-346-01	Triangle Drive In	Taxable	0.60	463,021
40	1155 W Belmont Ave	458-111-01	Chevron	Taxable	0.30	682,384
41	445 N Parkway Dr	458-111-18	Motel 6	Taxable	1.77	1,735,059

Note: Site number is assigned for the purpose of this report and does not relate to other maps or data tables in the Master Plan.

Rows highlighted in blue indicate that the property does not generate property tax revenue for the City of Fresno's General Fund. In some cases an assessed value is still indicated in the Assessor's record because a new assessment roll has not yet been prepared reflecting the change in ownership to the City or the change in use to one which is eligible for a welfare exemption to property tax.

3B. Anticipated Development

The Master Plan anticipates substantial investment in rehabilitation of existing buildings, redevelopment, and infill development and new construction. Many of these projects will be undertaken by Fresno Housing and will provide affordable housing (inclusive of transitional housing and supportive housing). However, some of these projects will include ground-floor commercial space and/or market-rate units. In addition, the Master Plan anticipates that, over time, some of the privately owned properties will be redeveloped with market-rate housing or commercial uses. The anticipated development is described below and summarized in Table 3 in the next section. Properties that are identified in Table 2 but are not included in the following descriptions are expected to continue with their existing use and development.

3B(i) Site 1, Ambassador Inn & Suites

This site is currently owned by the City of Fresno, but the City anticipates selling the site for private sector development. The Master Plan anticipates that this former motel would be rehabilitated to provide 23 market rate units and 5 affordable housing units (15 percent) at an approximate cost of $2 million. The site would qualify for a general welfare property tax exemption for the affordable housing portion. The Cash Flow Statement assumes that this development will occur in 2028.

3B(ii) Site 3 & 4, Grocery Store

This site is currently vacant and privately owned, with an assessed value of $506,000. Although there is a strong desire to have a local grocery store and there are areas that are underserved to the south and west of the Plan Area, a grocery store would be developed and operated by a private sector company if and when market demand appears sufficient. The Master Plan anticipates the development of a 30,000-square foot commercial building, which might be used solely for a grocery or which might house a smaller

grocery with other commercial uses. It is estimated that this development would cost $8.9 million and would generate property tax revenue. The Cash Flow Statement assumes that this development occurs in 2029.

3B(iii) Sites 5 & 6 Step Up 99

This site is currently owned by Fresno Housing. The Master Plan anticipates that the former hotel will be rehabilitated, and new multifamily housing building will be constructed, and a new community building will be constructed. The estimated cost is $16.8 million, but the property would be exempt from property tax. The Cash Flow Statement assumes that this project will occur in 2023.

3B(iv) Site 8, Motel 6

This site is privately owned and currently has an assessed value of $1.67 million. The Master Plan anticipates that this site will be private redeveloped with townhouses and 3- to 4-story multifamily housing. These would be market-rate housing units and would generate property tax revenue. The estimated cost of construction is $7.5 million. The Cash Flow Statement assumes that this development would occur in 2030.

3B(v) Site 10, Sun Lodge

This site is owned by Fresno Housing and is exempt from property tax. The site is expected to be redeveloped with a new three-story multifamily housing building providing 63 affordable housing units. The estimated cost of construction is $4.5 million. The Cash Flow Statement assumes that this project will occur in 2023.

3B(vi) Site 11, Golden State Triage

This site is currently owned by Fresno Housing and is exempt from property tax. The existing building will be rehabilitated and a new 2-story multifamily building will be constructed, to provide a total of 39 affordable housing units. The estimated cost of construction is $6.9 million. The Cash Flow Statement assumes that this project will occur in 2023.

3B(vii) Site 15, Vacant Lot to City of Fresno

This site, located at the northwest corner of Dennett Avenue and Parkway Drive, is owned by the City of Fresno. The Master Plan anticipates that this site will be developed with a 4-story mixed-use building and 2- to 3-story townhouses. It is anticipated that this project would provide market-rate housing and would generate property tax revenue. The estimated cost of development is $5.8 million. The Cash Flow Statement assumes that this project will occur in 2035.

3B(viii) Site 17, Sierra Inn

This site is privately owned and has a current assessed value of $1.3 million. The Master anticipates that this site will be redeveloped with a 4-story mixed use building and townhouses. This would be market-rate housing and generate property tax revenue. The estimated cost of construction is $5.1 million. The Cash Flow Statement assumes that this project will occur in 2023.

3B(ix) Site 18, Parkway Inn

This site is currently owned by the City of Fresno and is exempt from property tax. It is anticipated that the existing motel will be rehabilitated, remaining as property tax-exempt affordable housing, and a new 3-

story multifamily housing building will be constructed by a private developer as market-rate housing. The estimated cost of construction is $9.3 million. The Cash Flow Statement assumes that this project will occur in 2024.

3B(x) Site 19, Community Services Building (former Palace Inn)

This site is currently privately owned. If acquired, it is anticipated that a portion of this site will be used for the extension of Harvey Avenue and to accommodate a new 5,000-square foot building for community services and a public safety office. The Cash Flow Statement accounts for this project as a cost estimate for public facilities and improvements (see section 2B(viii) above).

3B(xi) Site 20, Journey Home

This site is currently owned by Fresno Housing and is exempt from property tax. The Master Plan anticipates this site being redeveloped with 2- to 3-story townhouses and 3-story multifamily housing. The estimated cost of construction is $7.9 million. The Cash Flow Statement assumes that this project will occur in 2028.

3B(xii) Site 21, Villa Bridge Housing

This site is currently owned by the City of Fresno, but the City anticipates selling the site for private sector development. The Master Plan anticipates this property will be redeveloped with 3-story multifamily housing, with 12 market-rate units and 2 affordable units. The affordable units would qualify for a general welfare property tax exemption. The estimated cost is $5.3 million. The Cash Flow Statement assumes that this project will occur in 2028.

3B(xiii) Site 25, Formerly Organic Fresno

This site is privately owned and generates sales tax revenue. The Master Plan anticipates that the current building will be rehabilitated and used for commercial businesses. The estimated cost of construction is $728,000. The Cash Flow Statement assumes that this project will occur in 2031.

3B(xiv) Site 26, Sage Commons (formerly Valley Inn)

This site is owned by the City of Fresno, but the City anticipates selling the site for private development. The Master Plan Anticipates that the existing motel building will be rehabilitated and a new 3- to 4-story mixed use building and 2- to 3-story townhouses will be built on the site. The Cash Flow Statement assumes that the rehabilitated units will be used for affordable housing and that the new residential units will be market rate. The estimated cost is $21.1 million. The Cash Flow Statement assumes that this project will occur in 2026.

3B(xv) Site 33, Travel Inn and Suites

This site is owned by the City of Fresno. The Master Plan anticipates that this site will be redeveloped with a 3- to 4-story mixed-use building and a 3-story multifamily building. This would be market-rate housing and would generate property tax. The estimated cost of construction is $12.5 million. The Cash Flow Statement assumes that this project will occur in 2033.

3B(xvi) Sites 34–38, Parkway Liquor and Adjacent Vacant Buildings and Lots

These sites are privately owned and generate property tax. The Master Plan anticipates that these sites will be redeveloped as a single project with 3- to 4-story mixed-use buildings and 3-story multifamily apartments. The estimated cost of construction is $10.5 million. The Cash Flow Statement assumes that this project will occur in 2034.

3B(xvii) Site 41, Motel 6

This site is privately owned and generates property tax. The Master Plan anticipates that this site will be redeveloped with 3-story multifamily apartments. The estimated cost of construction is $12.8 million. The Cash Flow Statement assumes that this project would occur in 2032.

3C. Development Summary

The development described in the previous section is summarized in Table 3 below. Parcels not identified in this table are expected to continue with the current use and development. The final column in the table, Estimated Assessed Value, is for projects that are not exempt or partially exempt from property tax.

Table 3: Planned Development, Estimated Cost, and Estimated Assessed Value for Properties Anticipated for Rehabilitation, Redevelopment, and New Construction

Site ID	Anticipated Use/Development	Lot Size (sq. ft.)	Final Building Size (sq. ft.)	Estimated Cost of Development	Estimated Assessed Value
1	Rehabilitation	47,045	25,134	9,489,075	9,386,051
3 & 4	Grocery Store	105,851	30,000	8,881,155	8,881,155
5	3-Story Multifamily	24,394	59,164	11,345,790	
6	Rehabilitation and Community Building	70,132	28,808	5,420,000	
8	3-4 Story Mixed Use	32,975	24,945	7,410,610	7,410,610
10	3-Story Multifamily	113,256	80,271	17,127,638	
11	Rehabilitation and 2-Story Multifamily	83,635	45,457	6,894,571	
15	3-4 Story Mixed Use and 2-3 Story Townhouses	36,590	25,103	5,834,439	6,128,439
17	3-4 Story Mixed Use and 2-3 Story Townhouses	25,700	23,291	5,053,527	
18	Rehabilitation and 3-Story Multifamily	62,726	58,087	9,341,333	9,616,402
19	Community Services Building	17,860	5,000	2,725,235	
20	2-3 Story Townhouses and 3 Story Multifamily	41,382	35,316	7,899,681	
21	3-Story Multifamily	36,590	17,561	5,318,824	5,261,077
25	Commercial Rehabilitation	28,314	4,600	727,675	955,175
26	Rehabilitation, Townhouses, and Mixed Use	105,415	98,852	21,128,729	21,405,197
33	3-4 Story Mixed Use and 2-3 Story Townhouses	67,518	47,662	12,527,883	12,527,883
34	3-4 Story Mixed Use and 2-3 Story Townhouses	70,132	36,401	10,461,136	10,461,136
41	3-Story Multifamily	77,101	46,261	12,822,958	12,822,958

Note: Properties highlighted in light orange are anticipated to be developed by the private sector.

3D. Taxable Value Estimate

The final step is to estimate the taxable value of the property in the Plan Area. Table 4 provides this data for each property for the period from 2022 through 2035. The estimated taxable value for properties for which the existing use and development is expected to continue, the estimated assessed value is increased annually by 2 percent through 2027, and thereafter by 2.1 percent to account for increased valuation upon property sale. For properties that are expected to undergo rehabilitation, infill development, redevelopment, or new construction, the analysis assumes the current assessed value until the year in which the development project is expected to occur, at which time the new assessed value is applied.

Table 4: Estimated Assessed Valuation; Plan Area Properties; 2023 to 2034

Site	Address	APN	Business/Common Name	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
1	1804 W Olive Ave	449-231-11	Ambassador Inn & Suites	0	0	0	0	0	9,386,051	9,583,158	9,784,404	9,989,877	10,199,664	10,413,857	10,632,548
2	1718 W Olive Ave	449-231-18	McDonald's	1,802,033	1,838,074	1,874,835	1,912,332	1,950,578	1,991,541	2,033,363	2,076,064	2,119,661	2,164,174	2,209,621	2,256,023
3	1824/34/44 W Olive Ave	449-231-27	Vacant	388,233	395,998	403,918	411,996	420,236	429,061	10,426,476	10,645,432	10,868,986	11,097,235	11,330,277	11,568,212
4	1811/35 W Hedges Ave	449-231-28	Vacant	127,500	130,050	132,651	135,304	138,010	140,908	0	0	0	0	0	0
5	1280 N Crystal Ave	449-232-01	Vacant/parking	0	0	0	0	0	0	0	0	0	0	0	0
6	1240 N Crystal Ave	449-232-02	Rodeway Inn/Step Up 99	0	0	0	0	0	0	0	0	0	0	0	0
7	1680 W Olive Ave	449-232-05	Shell	1,021,795	1,042,231	1,063,076	1,084,337	1,106,024	1,129,250	1,152,965	1,177,177	1,201,898	1,227,138	1,252,907	1,279,219
8	1087 N Parkway Dr	449-270-02	Motel 6	1,703,298	1,737,364	1,772,111	1,807,553	1,843,705	1,882,422	1,921,953	9,013,081	9,202,356	9,395,605	9,592,913	9,794,364
9	1121 N Parkway Dr	449-270-39	Denny's	1,146,909	1,169,848	1,193,245	1,217,109	1,241,452	1,267,522	1,294,140	1,321,317	1,349,065	1,377,395	1,406,320	1,435,853
10	1101 N Parkway Dr	449-270-41	Sun Lodge	0	0	0	0	0	0	0	0	0	0	0	0
11	1414 W Olive Ave	449-270-56	Golden State Triage	0	0	0	0	0	0	0	0	0	0	0	0
12	1135 N Parkway Dr	449-270-57	Arco/Rally's	1,151,606	1,174,638	1,198,130	1,222,093	1,246,535	1,272,712	1,299,439	1,326,727	1,354,589	1,383,035	1,412,079	1,441,732
13	1405 W Olive Ave	449-270-59	Jack in the Box	1,150,802	1,173,818	1,197,294	1,221,240	1,245,665	1,271,824	1,298,532	1,325,801	1,353,643	1,382,070	1,411,093	1,440,726
14	1459 W Olive Ave	449-270-60	Chevron	772,236	787,681	803,434	819,503	835,893	853,447	871,369	889,668	908,351	927,426	946,902	966,787
15	No address	449-321-18	Vacant	0	0	0	0	0	0	0	0	0	0	0	0
16	904 N Dolores Ave	449-323-01	SFR	84,380	86,067	87,788	89,544	91,335	93,253	95,211	97,211	99,252	101,337	103,465	105,637
17	949 N Parkway Dr	449-324-10	Sierra Inn	1,344,064	1,370,945	1,398,364	1,426,332	1,454,858	1,485,410	0	0	0	0	0	0
18	959 N Parkway Dr	449-324-11	Parkway Inn	0	0	9,616,402	9,808,730	10,004,904	10,215,007	10,429,522	10,648,542	10,872,162	11,100,477	11,333,587	11,571,593
19	797 N Parkway Dr	449-335-14	Palace Inn City of Fresno	0	0	0	0	0	0	0	0	0	0	0	0
20	777 N Parkway Dr	449-335-19	Journey Home	0	0	0	0	0	0	0	0	0	0	0	0
21	817 N Parkway Dr	449-335-25	Villa Bridge Housing	0	0	0	0	0	5,261,077	5,371,560	5,484,363	5,599,534	5,717,124	5,837,184	5,959,765
22	866 N Dolores Ave	449-335-28	SFR	68,308	69,675	71,068	72,489	73,939	75,492	77,077	78,696	80,348	82,036	83,759	85,517
23	818 N. Dolores Ave	449-335-29	SFR	33,681	34,355	35,042	35,743	36,458	37,223	38,005	38,803	39,618	40,450	41,300	42,167
24	808 N Dolores Ave	449-335-30	SFR	76,541	78,072	79,633	81,226	82,850	84,590	86,366	88,180	90,032	91,923	93,853	95,824
25	903 N Parkway Dr	449-335-31	Organic Fresno (closed)	295,524	301,434	307,463	313,612	319,884	326,602	333,460	340,463	1,159,582	1,183,934	1,208,796	1,234,181
26	933 N Parkway Dr	449-335-32	Sage Commons	0	0	0	21,405,197	21,833,301	22,291,800	22,759,928	23,237,886	23,725,882	24,224,126	24,732,832	25,252,222
27	No address	449-342-01	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
28	No address	449-342-02	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
29	No address	449-342-03	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
30	No address	449-342-04	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
31	No address	449-342-05	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
32	No address	449-342-06	Future neighborhood park	0	0	0	0	0	0	0	0	0	0	0	0
33	1444 W White Ave	449-343-07	Travel Inn & Suites/City	0	0	0	0	0	0	0	0	0	0	15,709,966	16,039,875
34	545 N Parkway Dr	449-345-08	Parkway Liquor	338,130	344,893	351,790	358,826	366,003	373,689	381,536	389,549	397,729	406,081	414,609	13,327,487
35	1350 W Belmont Ave	449-345-20	Vacant	69,707	71,101	72,523	73,973	75,453	77,037	78,655	80,307	81,993	83,715	85,473	0
36	1332 W Iota Ave	449-345-21	Closed	117,565	119,917	122,315	124,761	127,256	129,929	132,657	135,443	138,287	141,191	144,156	0

Site	Address	APN	Business/Common Name	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
37	1324 W Iota Ave	449-345-22	Big Rig Tire (closed)	187,736	191,491	195,321	199,227	203,212	207,479	211,836	216,285	220,827	225,464	230,199	0
38	1308 W Iota Ave	449-345-23	Closed	87,452	89,201	90,985	92,804	94,661	96,648	98,678	100,750	102,866	105,026	107,232	0
39	1310 W Belmont Ave	449-346-01	Triangle Drive In	472,281	481,727	491,362	501,189	511,213	521,948	532,909	544,100	555,526	567,192	579,103	591,264
40	1155 W Belmont Ave	458-111-01	Chevron	696,032	709,952	724,151	738,634	753,407	769,229	785,382	801,875	818,715	835,908	853,462	871,385
41	445 N Parkway Dr	458-111-18	Motel 6	1,769,760	1,805,155	1,841,258	1,878,084	1,915,645	1,955,874	1,996,947	2,038,883	2,081,700	15,823,530	16,155,824	16,495,096
			Total Assessed Valuation:	**14,905,573**	**15,203,685**	**25,124,160**	**47,031,840**	**47,972,477**	**63,627,027**	**73,291,127**	**81,881,008**	**84,412,479**	**99,883,255**	**117,690,769**	**132,487,477**

4. CASH FLOW STATEMENT

The Cash Flow Statement combines the estimated costs for infrastructure and public facilities with the property tax from the estimated taxable assessed property value. The Cash Flow Statement assumes that cost inflation will steadily decline from 4.1 percent for 2023 to 2024 to an annual inflation rate of 2.0 percent beginning in 2028. As discussed above, it is assumed that assessed valuations will increase by 2.0 percent per year until 2028, at which point the assumption increases to 2.1 percent per year. Table 5 provides the total estimated cash flow over 20 years, and Table 6 provides the estimated expenditures and property tax revenue for each year over the same period.

Table 5: Total Estimated Cash Flow 2024 to 2043

EXPENDITURES	
Phase 1 Investments	
Parkway Drive: sidewalks, landscaping, repaving, and striping	6,081,600
Neighborhood streets: sidewalks, landscaping, repaving, and striping	9,360,736
Water supply utilities upgrades	4,135,768
Stormwater utilities upgrades	485,081
Wastewater utilities upgrades	0
Environmental assessment	72,870
Remediation (removal of asbestos, lead, and other hazardous cleanup)	697,600
Upgrade City emergency response system	567,000
Neighborhood park	1,562,240
Parkway Drive: multi-use path	354,975
Phase 1 Investment Subtotal	22,962,896
Phase 2 Investments	
Dennett Avenue extension	537,300
New transit stop along Parkway Drive	17,310
Community center at new park	2,318,650
Paseos	339,286
Sound wall along Highway 99	1,450,710
Vegetative barrier along Highway 99	644,760
Public safety satellite office / CBO space for engagement/de-escalation	3,362,650
Undergrounding of Major PG&E Powerlines	118,773
Pedestrian bridge	15,916,200
Phase 2 Investment Subtotal	24,705,639
Total Expenditures	47,668,534
REVENUE	
Property Tax Revenue	3,462,802
Total Property Tax Revenue	3,462,802

Because the Master Plan is heavily focused on providing affordable housing, it is not surprising that the needed improvements will not generate a substantial amount of new property tax revenue in terms of total dollars, but as a percentage, the 2043 property tax revenue is estimated to be ten times higher than the 2023 estimated revenue. In addition, the point of providing affordable housing is to ensure that households have sufficient disposable income to also afford food, electricity, transportation, health care, and the myriad other things that people spend money on. Thus, even though it is beyond the scope of this report, the City can also expect the households residing in both affordable housing and market rate housing to generate additional municipal revenues through sales taxes and their support of local businesses.

On the expenses side, one should note that one-third of the total expenditures for infrastructure and public facilities over 20 years is for the pedestrian bridge crossing the CA-99 freeway. An almost equally-as-large amount is for improvements to Parkway Drive and other local streets in the Plan Area.

Nevertheless, the expenditures are expected to be nearly 14 times more than the property tax revenue. The City and Fresno Housing will have to determine which investments can be paid for through the City's General Fund, enterprise funds, and community development block grant allocation. They will also need to identify potential grant funding opportunities for the remaining unmet needs. As described in this report, the investment in infrastructure and public facilities will likely be spread out over ten years, so there may be many years of seeking grant proposals to help implement the Parkway Neighborhood Master Plan.

Table 6: Cash Flow Statement

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
EXPENDITURES														
Phase 1 Investments	785,955	4,823,612	4,655,594	3,185,406	2,479,946	2,522,926	2,565,906	637,350	647,850	658,350	0	0	0	0
Phase 2 Investments	0	0	0	0	128,479	2,431,745	2,747,792	0	3,481,423	0	15,670,200	0	0	0
Total Expenditures	**785,955**	**4,823,612**	**4,655,594**	**3,185,406**	**2,608,425**	**4,954,671**	**5,313,698**	**637,350**	**4,129,273**	**658,350**	**15,670,200**	**0**	**0**	**0**
REVENUE														
Property Tax Revenue	**25,339**	**25,846**	**42,711**	**79,954**	**81,553**	**108,166**	**124,595**	**139,198**	**143,501**	**169,802**	**200,074**	**225,229**	**243,440**	**248,552**

Table 6 Continued

	2038	2039	2040	2041	2042	2043
EXPENDITURES						
Phase 1 Investments	0	0	0	0	0	0
Phase 2 Investments	0	0	0	0	0	0
Total Expenditures	0	0	0	0	0	0
REVENUE						
Property Tax Revenue	**253,772**	**259,101**	**264,542**	**270,097**	**275,769**	**281,561**

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PARKSIDE
INN

City of
FRESNO



CATEGORY 3A

FEE WAIVERS SUMMARY

&

RESOLUTION 2017-100

Legislation Details (With Text)

File #:	ID 22-51	**Version:**	1	**Name:**	
Type:	Action Item			**Status:**	Agenda Ready
File created:	12/20/2021			**In control:**	City Council
On agenda:	1/13/2022			**Final action:**	
Title:	Annual Review and Acceptance of the FY 2021 Summary of Impact Fee Waivers.				
Sponsors:	Public Works Department				
Indexes:					
Code sections:					
Attachments:	1. 21-942 Summary of Approved Impact Fee Waivers, 2. 21-942 Summary of Public Infrastructure Funds Received FY21.xlsx				

Date	Ver.	Action By	Action	Result

REPORT TO THE CITY COUNCIL

FROM: SCOTT L. MOZIER, P.E., Director
Public Works Department

BY: ANDREW J. BENELLI, P.E., City Engineer/Assistant Director
Public Works Department, Traffic Operations & Planning Division

SUBJECT

Annual Review and Acceptance of the FY 2021 Summary of Impact Fee Waivers.

RECOMMENDATIONS

Staff recommends that the City Council review and accept the FY2021 Summary of Impact Fee Waivers.

EXECUTIVE SUMMARY

The Economically Disadvantaged Neighborhoods Incentive Program requires an annual report to City Council that lists all the Development Impact fee waivers processed in the last fiscal year. The attached files provide a listing of the FY2021 fee waivers that were approved for each participating development project and include a breakdown for each impact fee program. The attached files also list the public infrastructure funds that the City has received to offset the revenue loss of waived or reduced development impact fees.

BACKGROUND

The City charges development impact fees to new development for various types of public

infrastructure, consistent with Section 66000 et seq. of the California Government Code, generally known as the Mitigation Fee Act or AB1600. Fees collected by the City include Regional Street Impact Fees, New Growth Area Street Impact Fees, Traffic Signal Mitigation Impact Fees, Citywide Fire Facilities Impact Fees, Citywide Police Facilities Impact Fees, Citywide Park Facilities Impact Fees, Quimby Parkland Dedication Fees, Water Capacity Fees and Wastewater Capacity Fees.

Each development fee was established in accordance with an adopted nexus study. The law requires that impact fees bear a reasonable relationship to the impact of the proposed development. Developers can be charged no more than their "fair share" under AB1600. Therefore, any waived or reduced fees are tracked against public infrastructure funds which may help offset the lost impact fee revenue. The Council has adopted the following impact fee waiver or reduction programs:

- iDIFER - Provides fee reductions for industrial and commercial developments that provide job creation or significantly increase property tax base.

- BUILD Act - Provides fee reductions for construction of new homes that replace existing homes that are being demolished or have been destroyed by fire.

- Commercial BUILD Act - Provides fee reductions for commercial or industrial developments that replace existing buildings being demolished or have been destroyed by fire.

- Economically Disadvantaged Neighborhoods - Provides fee reductions for certain categories of projects in economically disadvantaged neighborhoods.

- Economic Expansion Act - Provides fee reductions and other incentives for projects that generate substantial taxes or provide employment.

- Businesses Impacted by High-Speed Rail Condemnation - Allows landowners to relocate without paying fees when property is condemned for High-Speed Rail.

- Ventura / Kings Canyon Corridor Job Creation Act - Provides fee reductions for new development on the Ventura / Kings Canyon Corridor.

- Infill Incentive Program for Certain Residential Infill Projects - Provides fee reductions for multi-family projects that are under five acres and surrounded by existing development.

The full listing of waivers by incentive program, entitlement number, applicant and development location/address is attached to the staff report.

The Fire Impact Fee was increased in May 2019 when the Fire Department determined that they could no longer provide adequate response times in the area west of State Route 99 due to new homes and multi-family projects being constructed. The new fees were adopted with a Health and Safety Finding. Due to that "Finding" all new projects must pay the current fee, even if the project was initially approved before the increase. The Health and Safety finding also prohibits waiving the Fire Impact Fee. However, three of the Waiver Programs have exceptions that allow the Fire Fee to be paid from other sources. The two "Build Act" waiver programs assume that the impact of the

previous building on the property was mitigated, for the existing house or building that is being (or was) demolished. Residential projects pay per unit, so the size of the home or apartment does not alter the amount of the fee that is due. Commercial and industrial projects have Fire fees that are adjusted to match the size of the building. If the building is larger that the structure that was demolished, the developer is required to pay the Fire fee for the increase, but they receive credit for the Fire fee on the demolished building. The Infill Incentive Program also allows developers to avoid paying fire Impact fees. A General Fund transfer is provided to the Fire Department to backfill the waiver.

Total waivers from 2014 through today are summarized below, broken down by incentive program and by fee program:

- Commercial BUILD / Economically Disadvantaged Neighborhoods - $1,406,784.08
- iDIFER - $4,058,018.19
- Residential BUILD - $473,741.99
- Infill Incentive Program for Certain Residential Infill Projects - $254,562.55

Fees waived and the total amounts are listed below:

- Citywide Fire Facilities - $543,562.16
- Citywide Police Facilities - $1,522,575.10
- Citywide Park Facilities - $744,389.00
- Citywide Regional Streets - $913,029.52
- New Growth Area Major Streets - $910,997.96
- Traffic Signal Mitigation Impact Fee - $1,303,990.52

The grand total of fees waived from the 2014 inception to today is $5,938,544.26. Grants and other public infrastructure funds received by the City during this time period, which may help offset fee waivers, are listed below by fee program:

- Fire and Police - $0
- Parks - $10,491,902
- Regional Streets - $12,713,582
- New Growth Streets - $2,344,900
- Traffic Signals - $1,655,235

The grand total of public infrastructure funding received which may help offset fee waivers is $27,205,619.

ENVIRONMENTAL FINDINGS

The annual fee waiver summary is not a project under the California Environmental Quality Act and does not require an environmental finding.

LOCAL PREFERENCE

Local preference does not apply as this item is only for acceptance of the annual update.

FISCAL IMPACT

There is no fiscal impact of implementing the staff recommendation of receiving the report.

Attachments:
Summary of Approved Impact Fee Waivers
Summary of Public Infrastructure Funds Received

City of Fresno Fee Waiver Programs

Approved Commercial BUILD Act, Disadvantaged Neighborhoods, Economic Expansion Applications

SUMMARY OF APPROVED IMPACT FEE WAIVERS FY21

Infill Incentive Program Fee Waiver Application Tracking

	Fee Waiver Program	Planning Entitlement App. Number	Applicant	APN #	Address	Living Units	CMO Approval Date	Citywide Fire Facilites Impact Fee	Citywide Park Facility Impact Fee	Citywide Police Facilites Impact Fee	Citywide Regional Street Charge	New Growth Major Street Charge	Citywide Traffic Signal Mitigation Impact Fee	Total Infill Incentive Fee Waiver
1	Infill Incentive	P19-04853	Reza Assemi - Mural Dist. Lofts	466-132-10, 11	1740 Van Ness	28	9/24/21	$40,012.00	$85,036.00	$13,048.00	$6,711.01	n/a	$9,800.00	
2	Infill Incentive	P19-05790	Granville-Assemi	452-041-05	971 E. Alhambra Ave, 1107 N. Van Ness Ave	18	-	$26,730.00	$56,826.00	$8,712.00	$1,135.54	n/a	$6,552.00	
3	Infill Incentive													
														$254,562.55

Commercial BUILD Economic Disadvantaged Fee Waiver Application Tracking

	Fee Waiver Program	Planning Entitlement App. Number	Applicant	APN #	Address	Building Area (sq. ft.)	CMO Approval Date	Citywide Fire Facilites Impact Fee	Citywide Park Facility Impact Fee	Citywide Police Facilites Impact Fee	Citywide Regional Street Charge	New Growth Major Street Charge	Citywide Traffic Signal Mitigation Impact Fee	Total Commercial BUILD Economic Dis. Fee Waiver
1	Disadvantaged Neighborhoods	C-14-096	Vallarta Supermarkets	442-101-05, 06, 09, 23	1951 W. Clinton Ave.	45,000	3/2/16	$10,620.00	-	$29,925.00	$66,656.52	n/a	$216,799.12	
2	Economic Expansion Act	S-15-108	Granville Homes	466-132-18	1743 L Street	*Resi*	6/22/16	$7,024.00	$44,224.00	$8,128.00	*No Charge Due*	n/a	$4,911.52	
3	Economic Expansion Act	S-15-109	Granville Homes	466-103-33	1752 L Street	*Resi*	6/22/16	$1,756.00	$11,056.00	$2,032.00	*No Charge Due*	n/a	$1,227.88	
4	Replacement/ Reconstruction	S-15-124	Family Dollar	461-272-09T, 10T, 11T, 16T, 17T	4007 E. Ventura St.	8,330	8/19/16	$1,965.88	-	$5,539.45	$15,476.22	n/a	$13,664.80	
5	Economic Expansion / Disavantaged Neighborhoods Act	C-17-044	Annadale Commons (Housing Successor, Self-Help Ent.)	479-270-05T, 06T, 15T, 16T, 24T	1515 E. Annadale Ave. 101+	*Resi*	6/8/17	$23,520.00	$118,360.00	$18,160.00	$68,418.00	n/a	$13,640.00	
6	Disadvantaged Neighborhoods	C-17-035	Highway City Community Dev.	510-030-23	4718 N. Polk Ave.	5,560	6/29/18	$845.12	-	$1,651.32	$8,302.53	$22,855.12	$9,375.56	
7	Disadvantaged Neighborhoods / Ventura/Kings Canyon Pilot Program	P18-02234	GLMV Architecture / Taco Bell	461-727-18	4071 E. Ventura St.	2,400	4/24/19	n/a	-	$1,538.40	$3,046.12	n/a	$30,520.80	
8	Replacement/ Reconstruction	P18-03670	BC Holdings / Starbucks	444-092-16, 17	2321 N. Blackstone Ave	6,400	6/19/19	$1,740.80	-	$4,102.40	$8,030.68	n/a	$8,916.00	
9	Disadvantaged Neighborhoods	P18-03211	RL Davidson, Inc. / Courtyard by Marriott	468-212-20T	808 M Street	156,703	7/30/19	n/a	-	$103,110.57	$10,517.62	n/a	$102,242.00	
10	Disadvantaged Neighborhoods	P19-01042	Blackstone and McKinley TOD (Lingo)	451-064-16	1507 N. Blackstone Ave	-	*Approved by Andrew Benelli, 4/14/2020*	n/a	$267,256.00	$45,943.00	$46,040.65	n/a	$47,645.00	
														$1,406,784.08

iDIFER Fee Waiver Application Tracking

	Fee Waiver Program	Planning Entitlement App. Number	Applicant	APN #	Address	Building Area (sq. ft.)	CMO Approval Date	Citywide Fire Facilites Impact Fee	Citywide Park Facilites Impact Fee	Citywide Police Facilites Impact Fee	Citywide Regional Street Charge	New Growth Major Street Charge	Citywide Traffic Signal Mitigation Impact Fee	Total iDFER Fee Waiver Application Tracking
1	iDIFER	S-14-041	Freeway II LP	328-200-76	2722 E. Jensen Ave.	15,300	7/8/14	$3,745.35	n/a	$10,536.92	$3,641.25	n/a	$4,476.40	

City of Fresno Fee Waiver Programs

Approved Commercial BUILD Act, Disadvantaged Neighborhoods, Economic Expansion Applications

2	iDIFER	S-14-017	Pana-Pacific Corporation	313-270-95S	838 N. Laverne Ave.	150,000	7/11/14	$22,500.00	n/a	$63,300.00	$32,914.62	***PM 2004-36***	$49,287.52
3	iDIFER		Whipple Industries	433-070-20	3292 N. Weber Ave.	20,000	9/9/14	$2,717.70	n/a	$7,645.80	$3,633.00	n/a	$3,298.40
4	iDIFER	S-13-047	McCall Pacific LLC	458-020-70	175 N. Hughes Ave.	58,287	10/9/14	$8,129.85	n/a	$22,871.98	$7,904.03	n/a	$10,036.56
5	iDIFER	S-14-035	Valley Iron, Inc.	329-090-01	3166 S. Cherry Ave.	60,000	10/13/14	$8,910.00	n/a	$25,066.80	$8,662.52	$19,564.82	$11,968.48
6	iDIFER	C-14-084	West Air Gases and Equipment	328-200-59S	2929 E. Dorothy Ave.	17,500	12/1/14	$5,177.37	n/a	$14,588.77	$5,768.07	n/a	$4,005.20
7	iDIFER	S-15-013	Cummins Pacific LLC	328-300-03	2761 S. Cherry Ave.	22,400	2/2/15	$3,360.00	n/a	$9,452.80	$3,266.71	n/a	$7,350.72
8	iDIFER	S-13-050, S-15-004	Producers Dairy Foods, Inc.	459-023-18, 50, 51, 60	250 E. Belmont Ave.	20,138	3/30/15	$3,459.99	n/a	$9,749.57	$3,057.17	n/a	$2,874.32
9	iDIFER	S-15-083	JD Food/Certified Meat Products	487-042-13S	4671 E. Edgar Ave.	65,000	8/18/15	$9,750.00	n/a	$27,430.00	$9,477.93	n/a	$4,617.76
10	iDIFER	S-14-062	Irritec USA, Inc.	453-160-02	1420 N. Irritec Way	4,700	9/29/15	$705.00	n/a	$1,983.40	$979.82	n/a	$1,460.72
12	iDIFER	S-15-093	Trail Gear Inc.	455-205-12	5372 E. Pine Ave.	23,800	4/16/16	$3,570.00	n/a	$10,043.60	$4,203.38	n/a	$4,005.20
13	iDIFER	S-15-098	Central Valley Trailer Repair	328-032-48	2974 S. East Ave.	56,810	5/16/16	$8,521.50	n/a	$23,973.82	$8,284.93	n/a	$18,659.52
14	iDIFER	D-16-091	Scelzi Enterprises	328-290-04	2210 E. Annadale Ave.	86,950	5/16/16	$13,042.50	n/a	$36,692.90	$12,450.90	n/a	$28,554.72
15	iDIFER	D-16-120	Tent City Canvas House	496-152-01	5714 E. Shields Ave.	10,000	5/16/16	$1,500.00	n/a	$4,220.00	$2,084.98	n/a	$1,696.32
16	iDIFER	D-16-011	Lyons Magnus, Inc.	471-175-23	3158 E. Hamilton Ave.	73,927	5/27/16	$11,089.05	n/a	$31,197.19	$15,414.09	n/a	$18,471.04
17	iDIFER	S-14-035	Valley Iron, Inc.	329-090-01	3114 S. Cherry Ave.	12,000	6/17/16	$1,800.00	n/a	$5,064.00	$1,749.99	***Do Not Waive***	$2,026.16
18	iDIFER	D-16-140	Modern Custom Fabrication, Inc.	481-140-19, 316-090-34	4922 E. Jensen Ave.	100,000	1/2/17	$15,000.00	n/a	$42,200.00	***Do Not Waive***	***Do Not Waive***	$32,842.64
19	iDIFER	D-17-021	Ardent General/SJV Empire Glass	310-740-13	2960 N. Burl Ave.	8,024	2/1/17	***Do Not Waive***	n/a	$5,335.96	$12,798.72	***Do Not Waive***	***Do Not Waive***
20	iDIFER	D-17-016	Valley Wide Beverage	329-130-01	3525 S. East Ave.	226,976	3/13/17	$34,046.40	n/a	$95,783.87	$50,820.00	$114,780.00	$16,067.92
21	iDIFER	D-16-150	ProLogis Industiral (Ulta)	329-130-02, 11	850 E. Central Ave.	670,680	3/13/17	$101,943.36	n/a	$199,191.96	$74,740.14	$210,279.72	$119,381.04
22	iDIFER	S-15-122	North Pointe BP, LP	330-021-51S	3220 S. Northpoint Dr.	121,770	3/13/17	$18,265.50	n/a	$51,386.94	$14,039.53	$24,499.22	$20,450.08
23	iDIFER	D-16-145	Golden State FC, LLC (Amazon)	330-021-08, 23S	3575 S. Orange Ave.	855,000	3/17/17	$129,960.00	n/a	$253,935.00	$179,545.86	$505,148.28	$297,540.00
24	iDIFER	D-17-167	TMR Executive Interiors	458-270-01	1287 W. Nielsen Ave.	30,972	12/16/17	$3,179.08	n/a	$6,211.76	$4,867.20	$13,870.80	$3,722.87
25	iDIFER	D-17-130	Keiser Corporation	479-132-27	2470 S. Cherry Ave.	26,031	7/19/18	$3,956.71	n/a	$7,731.21	$6,043.44	n/a	$9,058.79
26	iDIFER	P18-03184	Univesal Coatings	493-062-14S, 15S, 18S, 19S	5152 E. Dakota Ave.	14,677	9/4/18	$0.00	n/a	$4,476.49	$3,502.80	n/a	$5,254.37
27	iDIFER	P18-02747	Speed Engineering & Performance Corp.	493-020-41S	3843 N. Blattella Ln.	23,425	9/21/18	$0.00	n/a	$7,145.24	$5,129.10	n/a	$8,386.87
28	iDIFER	P18-03894	Independent Electrical Supply	313-890-18S, 23S, 24S	698 N. Laverne Ave.	52,000	3/5/19	$0.00	n/a	$15,860.00	$16,304.70	n/a	$9,516.00
29	iDIFER	P19-00539	Excelsior Metals Inc.	493-061-01, 02, 03, 04, 09, 10, 11, 12, 13	No address currently assigned	159,600	3/28/19	$0.00	n/a	$48,678.00	$58,380.00	n/a	$57,136.80
30	iDIFER	P19-01285	BVI Construction Inc.	493-062-02, 03, 37	5045 E. Dakota Ave.	10,500	5/1/19	$0.00	n/a	$3,202.50	$4,378.50	n/a	$3,759.00
31	iDIFER	P19-01212	Valley Pacific Builders Inc.	493-062-21S	5115 E. Dakota Ave.	11,000	5/16/19	$0.00	n/a	$3,355.00	$5,212.50	n/a	$3,938.00
32	iDIFER	P19-00762	Valley Power Systems	328-300-21	2761 S. Cherry Ave.	19,680	6/17/19	$0.00	n/a	$8,304.96	$8,080.38	n/a	$6,848.64
33	iDIFER	P18-02747	Speed Engineering & Performance Corp.	493-020-40S	3855 N. Blattella Ln.	21,503	6/17/19	$0.00	n/a	$6,558.42	$5,671.20	n/a	$7,698.07
34	iDIFER	P19-05401	D.V. Kap Home	493-063-07S	5045 E. Dakota Ave.	74,776	12/12/19	$0.00	n/a	$23,412.40	$29,496.09	n/a	$27,451.60
35	iDIFER	P20-01995	Keller Supply Company	493-063-38S	5027 E. Dakota Ave.	25,000	2/11/20	$0.00	n/a	$7,825.00	$6,121.83	n/a	$9,175.00
36	iDIFER	P21-03615	G4 Enterprises Ltd.	330-021-82S	3611 S. Northpointe Dr.	469,596	4/20/21	$0.00	n/a	$152,618.70	$73,243.30	$0.00	$0.00
37	iDIFER	P21-01396	Costless Plumbing	310-132-16	1143 N. Cypress Ave	15,520	4/22/21	$0.00	n/a	$5,044.00	$4,672.50	n/a	$5,913.12

$4,058,018.19

Residential B.U.I.L.D. Fee Waiver Application Tracking

YEAR	APP. NUMBER	APP. TYPE	Applicant/Owner	APN	STREET NO.	DATE	Citywide Fire Facilites Impact Fee	Citywide Park Facility Impact Fee	Citywide Police Facilites Impact Fee	Citywide Regional Street Charge	New Growth Major Street Charge	Traffic Signal Mitigation Impact Fee	Total Residential B.U.I.L.D. Act
13	7645	NSFR	Jebian Construction Inc.	328-173-15	2977 S. Clara Avenue	8/8/13	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94	
13	10270	NMF4	FMS Asset Management Inc.	303-112-35	483 W. Locust Avenue +	10/23/13	$439.00	$2,764.00	$508.00	n/a	n/a	$306.97	
13	10271	NMF4	FMS Asset Management Inc.	303-112-34	487 W. Locust Avenue +	10/23/13	$1,756.00	$11,056.00	$2,032.00	n/a	n/a	$1,227.88	
13	11186	NSFR	Tachi Construction	461-303-18	541 S. Recreation Avenue	11/18/13	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94	
13	12354	NSFR	New Century Builders Inc.	435-224-26	307 E. Fountain Way	12/19/13	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94	
14	3975	NSFR	Juan Bravo	312-180-25S	2055 N. Cecelia Avenue	5/8/14	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94	

City of Fresno Fee Waiver Programs

Approved Commercial BUILD Act, Disadvantaged Neighborhoods, Economic Expansion Applications

14	6096	NSFR	Juan Bravo	303-034-25	370 W. Minarets Avenue	6/30/14	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
14	9487	NSFR	Bricker Construction Inc.	303-074-50	384 W. Spruce Avenue	10/1/14	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
14	9645	NSFR	Central Valley Infill Development/ Vincent Palacios	444-121-18	2114 N. Fruit Avenue	10/2/14	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	1444	NSFR	Humberto Contreras	430-190-32	4716 E. Holland Avenue	2/13/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	1582	NSFR	Integrity Building	303-093-15	51 W. Minarets Avenue	2/18/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	4296	NSFR	Gleneagles Homes	451-131-08	1437 N. San Pablo Avenue	4/23/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	5081	NSFR	Michael Duane Kludjian	436-282-22S	2741 E. Dakota Avenue	5/12/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	11930	NSFR	Habitat for Humanity Fresno	479-174-13	2541 S. Lotus Avenue	10/9/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	11931	NSFR	Habitat for Humanity Fresno	459-162-08	325 N. Effie Street	10/9/15	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
15	14628	NMF4	Brown Construction Inc.	459-322-17	146 N. Glenn Avenue 101+	12/10/15	$1,317.00	$8,292.00	$1,524.00	n/a	n/a	$920.91
16	191	NSFR	Fresno Management Co./ DBA Western Homes	445-263-27	2125 E. Clinton Avenue	1/8/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	668	NSFR	Ray Abundo	451-064-15	1502 N. Calaveras Street	1/22/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	1814	NSFR	Daniel Sotelo	426-041-02	733 W. Gettysburg Avenue	2/19/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	3987	NSFR	Cen Cal Builders	467-183-11	1136 Mayor Avenue	4/12/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	4853	NSFR	Giuliano DiCicco	415-685-26	5656 N. Brawley Avenue	4/29/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	4932	NSFR	Carlos Horta	460-141-14	4335 E. Washington Avenue	5/3/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	5857	NMF3	Assemi Corporation	459-303-10	119 N. Van Ness Avenue 101+	5/24/16	$439.00	$2,764.00	$508.00	n/a	n/a	$306.97
16	6081	NSFR	Jebian Construction Inc.	478-083-40	1931 E. Lorena Avenue	5/27/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	6085	NSFR	Jebian Construction Inc.	478-153-01	2201 S. Rose Avenue	5/27/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	6463	NSFR	Luis Abel Cruz	460-142-17	4445 E. Washington Avenue	6/6/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	6508	NSFR	Central Valley Infill Development	435-242-09	1045 E. Cortland Avenue	6/7/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	7203	NSFR	CSJ Construction-Development	451-223-08	2210 E. Lamona Avenue	6/22/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	9377	NSFR	Greg Scott	464-040-66	839 S. Crystal Avenue	8/8/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	10804	NMF2	McClure Plaster & Paint Inc.	504-101-08	7019 W Elgin Avenue 101+	9/8/16	$439.00	$2,764.00	$508.00	n/a	n/a	$306.97
16	11709	NMF2	McClure Plaster & Paint Inc.	504-101-07	7035 W. Elgin Avenue	9/27/16	$439.00	$2,764.00	$508.00	n/a	n/a	$306.97
16	14752	NSFR	Gleneagles Homes	444-124-25	2050 N. Adoline Avenue	12/6/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	14821	NSFR	Craig A. Millison Inc.	465-171-05	1529 C Street	12/7/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
16	15272	NSFR	Sean K. Day	459-282-04	3030 E. McKenzie Avenue	12/15/16	$539.00	$3,398.00	$624.00	n/a	n/a	$450.94
17	3665	NSFR	5 Star A/C & Construction	453-224-07	1341 N. Barton Avenue	3/31/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
17	4521	NSFR	Michael Duane Kludjian	460-103-16	3303 E. Washington Avenue	4/21/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
17	5173	NSFR	G B Walters Construction Inc.	444-031-33	1221 W. Clinton Avenue	5/4/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
17	5503	NSFR	Juan Bravo	303-144-19	331 W. Beechwood Avenue	5/10/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
17	9067	NSFR	Art Lancaster	312-535-09	2653 N. Blythe Avenue	7/14/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
17	14651	NSFR	Bill & Toni Woody	303-212-29	7236 N. First Street	10/30/17	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
18	1281	NSFR	GMC Development Inc.	456-231-24	981 N. Garden Avenue	2/1/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
18	1282	NSFR	GMC Development Inc.	456-231-23	4842 E. Tyler Avenue	2/1/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
18	4335	NSFR	RGWR Properties LLC	453-312-18	2225 E. White Avenue	4/11/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
B18	00209	NEW SFR	Ly Nguyen	470-163-13	1040 S Backer Avenue	4/26/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
B18	00380	NEW SFR	Star Housing Project Inc.	303-121-33	264 W. Locust Avenue	4/30/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
B18	02464	NEW SFR	Le Mai Trinh	452-141-10	1725 E. Lewis Avenue	6/14/18	$758.00	$3,816.00	$586.00	n/a	n/a	$475.00
B18	03333	CUSTOM SFR	G B Walters Construction Inc.	408-022-20	188 E. Warner Avenue	7/3/18	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	03372	CUSTOM SFR	Antolin Garza	487-122-10	4017 E. Vine Avenue	7/5/18	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	06276	CUSTOM SFR	Star Housing Project Inc.	303-091-37	159 W. Minarets Avenue	8/29/18	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	07161	CUSTOM SFR	S & R Construction	500-370-11S	7689 N. Briarwood Avenue	9/19/18	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	10536	NEW DUPLEX	Keyvan Abedi & Barad Mehri	452-082-11	2631 E. Clay Avenue	12/6/18	$588.00	$2,959.00	$454.00	n/a	n/a	$341.00
B19	01407	CUSTOM SFR	DELFINO REYES	461-114-28	328 S. Maple Avenue	2/18/19	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	10482	CUSTOM SFR	ROBIN GOLVBECK	465-216-04	236 E. Stanislaus Street	6/28/19	$779.00	$3,923.00	$602.00	n/a	n/a	$488.00
B18	09632	CUSTOM SFR	CARLOS ORTIZ, YESENIA TAPIA	460-053-01	3904 E. Madison Avenue	7/8/19	$800.00	$4,027.00	$618.00	n/a	n/a	$501.00
B18	10419	CUSTOM SFR	FRED AVILA	470-073-10T	844 S. Chance Avenue	8/15/19	$800.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	06014	SFR	Robin E Goldbeck	465-161-12	1738 B Street	8/22/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	06021	SFR	Robin E Goldbeck	465-161-13	1744 B Street	8/22/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B18	10228	CUSTOM SFR	GEDEVAS SOLUTIONS INC	461-123-05	436 S. Whitney Avenue	11/5/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	01772	CUSTOM SFR	JOSIE MIRAMONTES	303-161-55	72 W. Beechwood Avenue	11/12/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	05370	CUSTOM SFR	Carlos Solis	458-220-30	237 W. El Dorado Street	11/22/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	01090	CUSTOM SFR	Steve Kalpakoff	467-274-03	1237 Irwin Avenue	11/26/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00
B19	05870	CUSTOM SFR	Mike de Alba	303-074-12	7227 N. College Avenue	12/9/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00

City of Fresno Fee Waiver Programs

Approved Commercial BUILD Act, Disadvantaged Neighborhoods, Economic Expansion Applications

B18	06332	CUSTOM SFR	Manuel Mendoza	303-071-08	453 W. Minarets Avenue	12/12/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	06028	SFR	Robin E Goldbeck	465-161-16	1752 B Street	12/19/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	06031	SFR	Robin E Goldbeck	465-161-15	1762 B Street	12/19/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B18	05815	CUSTOM SFR	Vincent Palacios	454-204-09	3870 E. Thomas Avenue	12/31/19	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	05242	SFR	POTLUCK INVESTMENTS LLC	329-162-06	317 W. Almy Avenue	3/4/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	06992	SFR	POTLUCK INVESTMENTS LLC	443-104-02	1512 E. Simpson Avenue	3/4/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	06974	SFR	Jimmie Jackson	467-136-01	261 E Street	5/15/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	11508	SFR	Alasali M. Abdulhakim	460-153-20	4509 E. McKenzie Avenue	6/8/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	16297	SFR	Edward Fanucchi	460-227-98	4473 E. Bend Avenue	6/15/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	05588	SFR	Abismael Rodriguez	479-093-22	2446 S. Lotus Avenue	6/22/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	14568	SFR	SELF-HELP ENTERPRISES	459-141-09	329 N College Avenue	6/26/20	$1,893.00	$4,027.00	$618.00	n/a	n/a	$501.00	
B19	09009	SFR	Castillo Noe Medina	458-142-30	318 N. Durant Way	8/5/20	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	
B19	07925	CUSTOM SFR	Carlos Bertao	424-391-01	4462 N. Hughes Avenue	12/16/20	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	
B20	03645	CUSTOM SFR	Karen A Doane	452-274-02	635 N. Fulton Sreet	1/15/21	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	
B19	02346	CUSTOM SFR	Momentum Housing Inc.	303-042-59	228 W. Minarets Avenue	3/12/21	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	
B19	15248	CUSTOM SFR	Rogelio & Delia Rosas	456-221-12	4845 E. Turner Avenue	4/2/21	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	
B20	14977	CUSTOM SFR	Marisol Sanchez	479-192-08	416 E. Garrett Avenue	6/8/21	$1,968.00	$4,186.00	$642.00	n/a	n/a	$521.00	

$473,741.99

	Citywide Fire Facilites Impact Fee	Citywide Park Facility Impact Fee	Citywide Police Facilites Impact Fee	Citywide Regional Street Charge	New Growth Major Street Charge	Citywide Traffic Signal Mitigation Impact Fee
Total Infill Incentive Fee Waiver Application	$66,742.00	$141,862.00	$21,760.00	$7,846.55	$0.00	$16,352.00
Total Commercial BUILD/Disadvantaged Fee Waiver Application	$47,471.80	$440,896.00	$220,130.14	$226,488.34	$22,855.12	$448,942.68
Total IDEFER Fee Waiver Application	$414,329.36	n/a	$1,252,074.96	$686,541.18	$888,142.84	$816,929.85
Total Residential B.U.I.L.D. Act. Application	$81,761.00	$303,493.00	$50,370.00	n/a	n/a	$38,117.99
Total of all Fee Waiver Programs by Fee	$543,562.16	$744,389.00	$1,522,575.10	$913,029.52	$910,997.96	$1,303,990.52
Grand Total of all Waived Fees	$5,938,544.26					

RESOLUTION NO. 2017-100

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AMENDING THE "ECONOMIC EXPANSION ACT"

WHEREAS, the Economic Expansion Act was authored by then-City Councilmember Lee Brand, and approved on a 6-1 vote in 2016; and

WHEREAS, the Act was enacted to improve the City's ability to grow existing businesses and expand the City's tax base by providing measurable incentives; and

WHEREAS, the City now desires to amend the Act to incentivize new residential development in the Infill Opportunity Zones as defined in the Fresno General Plan, which will contribute to the economic goals of the Act; and

WHEREAS, the City desires to expand the area in which mixed-use projects may qualify for project revenue sharing incentives, which contributes to economic goals of the Act; and

WHEREAS, the Act as amended will provide a mechanism for developers to apply to pay a reduced water capacity fee when building new residential developments in Infill Opportunity Zones, and to apply for reimbursement for offsite improvements on qualified mixed-use projects south of Herndon along the Blackstone corridor; and

WHEREAS, incentivizing development in the Infill Opportunity Zones is in the public interest and furthers the goals set forth by the Fresno General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

SECTION 1. The Council hereby adopts the attached Exhibit "A" Amended Economic Expansion Act as a formal Council policy.

Date Adopted: 04/06/2017
Date Approved: 04/10/2017
Effective Date: 04/10/2017

SECTION 2. This resolution shall become effective upon the effective date of the Water Capacity Fees.

* * * * * * * * * * * * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the 6th day of April, 2017.

AYES : Baines, Bredefeld, Caprioglio, Chavez, Soria, Olivier
NOES : None
ABSENT : Brandau
ABSTAIN : None

Mayor Approval: April 10th, 2017
Mayor Approval/No Return: N/A, 2017
Mayor Veto: N/A, 2017
Council Override Vote: N/A, 2017

YVONNE SPENCE, CMC
City Clerk

BY: Yvonne Spence
~~Deputy~~

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

BY: Amanda Freeman 04/18/17
Amanda Freeman Date
Deputy City Attorney

Attachment – Exhibit "A"

EXHIBIT "A"

CITY OF FRESNO

ECONOMIC EXPANSION ACT

March 16, 2016
as amended March 23, 2017

The following policies are enacted to improve the City's ability to attract new business, grow existing businesses and expand our tax base with carefully crafted, measurable incentives and initiatives.

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PREFACE

The overarching goals of this Act are to facilitate citywide economic expansion, restore core City services and create community wide wealth through lower unemployment and higher wages improving the quality of life for all of our citizens. The three goals are interrelated and can only progress sequentially. We need to achieve region wide economic expansion where unemployment drops to and remains at statewide averages under 10% for a sustained period of time. This will have a transformative affect citywide and will dramatically escalate the City's tax base. A substantially higher tax base will provide necessary funding for City core services including public safety, public works and parks. The quality of life for all of our citizens will benefit from having adequate public safety, sound infrastructure, well-maintained neighborhoods, and parks. Substantive improvements in quality of life in our City will make our City more viable for business attraction, expansion and startups, which will further the cycle of reinvestment back into our community.

We must offer more than economic incentives to achieve full economic expansion for our City. Quality of life issues are essential for economic recovery. New businesses want a City that offers amenities that will attract quality employees including a successful school system, parks and trails, adequate public safety, entertainment and sports venues and educational opportunities, including a strong local university. A vibrant downtown will attract young people and foster support of a "tech hub". Our challenge is not only to attract young people, but also to retain our best and brightest that leave our City.

Performance based incentive policies are presented to stimulate investment in industrial areas, revitalization areas and broad based citywide economic expansion and minimize financial risk to the City. Offering financial incentives with no accountability or objective measure of success will not make substantive improvements. We need to insure that incentives invested by the City produce jobs and economic expansion in a consistent and measurable manner.

This Act provides a road map for the practical and effective use of City resources to support job creation, economic expansion and citywide revitalization.

Lee Brand, Fresno City Councilmember District 6

ARTICLE I
DEFINITIONS

Angel Investor
An Angel is usually an affluent businessperson who provides capital for a business startup in exchange for convertible debt or ownership equity. Some investors form networks to share research and pool their investment capital.

Better Business Act
The City adopted the Better Business Act in 2009. This Act provides due diligence policies to be invoked whenever a for profit or not for profit organization requests financial assistance from the City exceeding $1,000,000.

Business License Fees
Business license fees apply to all businesses located within the City limits. They are assessed based on the quarterly sales revenues of the business.

Career Technical Education
Career Technical Education is a term applied to schools, institutions, and educational programs that specialize in skilled trades, applies sciences, modern technologies, and career preparation.

City
"City" means the City of Fresno, a municipal corporation.

General Fund
Revenues of the City that are not otherwise restricted as to their use, including monies from local property and sales tax, and other revenue sources. The General Fund pays for City services such as police; fire; public works; elected offices; City Manager; City Clerk; City Attorney; parks and recreation, and community services.

Joint Powers Agreement
Joint Powers Agreement is a contract between a city, county, and a special district in which the city or county agree to perform services, cooperate with, or lend its powers to, the special district. They are permitted to under Section 6502 of the State of California Government Code.

Impact Fees
Fees adopted by the City requiring new developments to pay its proportional share of costs associated with providing necessary public infrastructure.

Infrastructure
Infrastructure includes facilities that support the daily life and growth of the City, such as roads, water and sewer lines, public buildings, parks and airport facilities.

Mitigation Fee Act
The Mitigation Fee Act, better known as AB 1600 in California Government Code permits local agencies to establish and collect fees as a condition of approval for a development project for the purpose of defraying the cost of public facilities.

Mixed Use Development
Mixed Use Development includes a residential component and a commercial or retail component in the same project area.

New Job
A full-time job (35 hours per week or more) is created in the City that adds to the City's total job base and involves a new employee working on-site at a company's facility that is located in the City.

Offsite Improvements
Offsite improvements include access roads, sidewalks and curbs, sewers and water lines, and utility lines

Primary Industries
Primary industries are defined as those that export products and services outside the local economy and, as a result, have the highest job multiplier effect and best economic impact on the City.

Property Tax
A general ad valorem tax levied on both real and personal property according to the property's assessed valuation and the tax rate. The City's share of property tax revenues is approximately 21% of the total for properties located within City limits and approximately 14% for all other properties located outside of the City limits and inside the City's sphere of influence as defined in the 2035 General Plan.

Proposer
A Proposer is also referred to as "Developer." A Proposer applying for an economic incentive offered in this Act from the City for the purposes of this policy shall be a (1) wholly private sector, for profit, entity, a (2) wholly private sector, not for profit, entity, a (3) combination of (1 and (2) or (4) a quasi-governmental not for profit entity. The entity can take the form of a sole proprietor, a general partnership, a limited partnership, a limited liability company or a corporation, or a combination thereof.

Recapture Provision
A recapture provision in a contractual/development agreement that can result in a company (Proposer) being required financially to repay any incentives it benefited from for which it did not meet certain performance thresholds, such as job targets, capital investment levels or project timelines.

Room Occupancy Tax (TOT)

The City Transient Occupancy Tax or TOT was originally developed to finance the City's Convention Center complex that was built about 50 years ago. Subsequently, the City Council redirected the TOT taxes to supplement General Fund purposes. The City currently charges a 12% TOT for City hotels and motels.

Sales Tax
The current sales tax rate for the City is 8.225%. The City's share of sales tax revenues is approximately 8.0% of the total (e.g. the City would collect $8.00 for every $100 of sales tax collected).

Secondary Industries
Secondary industries are defined as "people serving" industries (e.g. residential development, retail, etc.) that generate a level of economic activity, but do not drive improvements in unemployment or income rates in the local economy.

Tax Exempt Bonds
When bonds are issued through public entities the securities are tax-exempt. This means the investors who purchase the bonds do not pay federal taxes.

Venture Capital Funds
Venture Capital is financial capital provided to early-stage, high potential, growth startup companies. The venture capital fund earns money by owning equity in the companies in which it invests.

ARTICLE II
PURPOSE OF ACT

The purpose of this Act is to develop measurable economic development and revitalization incentive policies that support the creation of permanent full-time jobs; attract investment in distressed neighborhoods and infill areas; support new and expanding small businesses; and ultimately result in full economic expansion citywide.

Objectives of Act:

1. To lower the City's unemployment rate for a sustained period of time by supporting job creation;

2. To increase citywide property values and attract investment in industrial, infill and revitalization areas of the City that might not otherwise take place; and

3. To build a strong economic base of the City capable of supporting current and elevated levels of City services including public safety, public works, parks and other core services.

Accomplishing the above stated objectives will substantively improve the City's economic health, enhance the delivery of core services and improve the quality of life for our residents.

ARTICLE III
ACCOUNTABILITY AND COMPLIANCE WITH BETTER BUSINESS ACT

There must be accountability for any economic incentives offered by the City. Under this policy the City economic incentives are tied to Proposer performance standards or thresholds such as project type and location, job targets, production targets and/or project timelines that will be clearly specified in an incentive agreement between the City and the Proposer. The City Attorney's office and the City Controller will monitor al economic incentives offered to Proposers that are based upon future promises.

This Act is focused on developing specific economic incentives through abatement of development impact fees (Article V, Item 1), reimbursement of offsite improvements from project generated revenue (Article V, Section 2), and through participation in revenue sharing to incentivize private capital investment (See Article V, Item 3), with an overall purpose of expanding the City's economic base.

Projects that are eligible for abatement of development impact fees and/or reimbursements for offsite improvements and are limited to one or both of those forms of incentives are not subject to the Better Business Act since those agreements pose no financial risk to the City. However, any proposed project in which the City agrees to share $1 million or more project generated revenue to incentivize private capital investment (beyond waiving impact fees and/or reimbursing for offsite improvements) is subject to the due diligence provisions of the Better Business Act, including subsequent amendments.

ARTICLE IV
PRIORITIZING ECONOMIC INCENTIVES

The application of economic incentives pursuant to the provisions of this Act will be consistent with the goals of the City's 2035 General Plan and sound economic principles. The Economic Expansion Act provides direct incentives to projects that generate the highest job multiplier effect and support investment in revitalization areas within the City.

Consistent with the economic development goals of the 2036 General Plan, the Economic Expansion Act recognizes that the local economy is comprised of 'primary' and 'secondary' business types.

Primary industry types are businesses that export products or services outside of the local economy and have the highest economic impact on the City. The Economic Development Action Plan of the California Partnership for the San Joaquin Valley

identifies the following targets for economic development efforts, as they are highly concentrated in the region: 1) agribusiness, including food processing, agricultural technology; 2) manufacturing; 3) supply chain management and logistics; 4) e-commence and warehouse distribution; 5) health and medical care; and 6) renewable energy. The incentives provided in the Economic Expansion Act have been developed to support growth and expansion of these and similar primary industries in our City.

Secondary industry types are 'people serving' businesses (e.g. retail and residential development) that generate a lower level of economic activity and do not have the same level of job multiplier effect as businesses from primary industries. However, the 2035 General Plan prioritizes real estate investments in older, distressed neighborhoods. The Economic Expansion Act provides tools to incentivize investment in revitalization areas within the City.

The City Manager shall evaluate each proposal and determine the industry type with recommendations to the Council.

ARTICLE V
CITY ECONOMIC DEVELOPMENT AND REVITALIZATION INCENTIVES

The City wishes to provide three levels of direct local economic development and revitalization incentives ranging in value, benefit, and risk to the City in addition to other indirect incentives. The application and due diligence process for each level of incentive is commensurate with the potential benefit and risk to the City.

1. **Reduction and Abatement of Development Impact Fees**. Reducing or abating impact fees for certain eligible projects are the first and lowest value/lowest risks economic development incentive offered by the City.

   Impact fees are adopted by the City to cover the cost of public infrastructure that is proportional to the impact of the new development. The City recognizes that some industrial, commercial and retail development projects (depending on their type and location) have little to no impact on public infrastructure and/or provide benefits to the City that offset the impact to public infrastructure. As a result, the City is updating its Impact Fee program to provide a new structure that takes into account the lower infrastructure costs associated with development in existing parts of the City.

   The City has enacted legislation to allow the reduction and abatement of development impact fees for certain project types through the iDIFER Act, Commercial BUILD Act, and the Economically Disadvantaged Neighborhoods Act.

A. **Projects Eligible for Reduction and Abatement of Development Impact Fees.** Through the current legislation, the City can reduce or abate impact fees for projects meeting the following criteria:

- **Industrial projects**, which:
  - Support, leverage, or create expansion opportunities for Fresno's existing industrial base;
  - Are owner-occupied or have a long-term lease;
  - Create jobs that are a good match for the four-county commute shed;
  - Are located in an area where infrastructure already exists;
  - Are properly zoned industrial land; and
  - Result in an increased assessed valuation.

- **Commercial buildings on vacant and underutilized lots** that replace or reconstruct a building that was destroyed or demolished within established neighborhoods, which:
  - Are of similar character and use as the previous structure;
  - Do not significantly expand or intensify the use on the property;
  - Are located in an area where infrastructure already exists; and
  - Are substantially similar in size to the building being replaced or reconstructed.

- **Specific Types of Development in Economically Disadvantaged Neighborhoods**, which:
  - Include grocery stores that meet certain criteria, professional and medical offices, banks and credit unions, or mixed use developments; and
  - Are located in a CDBG targeted area; a census tract with 40% or more households at low or moderate income levels; within a one-half mile of the Blackstone Bus Rapid Transit (BRT corridor) south of Shaw Avenue; are located in one of 18 former redevelopment areas.

B. **Additional Project Type for Economically Disadvantaged Neighborhoods Act.** Recognizing the need to attract newly built and newly renovated hotels in disadvantaged neighborhoods, the Economically Disadvantaged Neighborhoods Act will be amended to include newly built and newly renovated hotels that meet the location criteria specified in the Act and have a four-star rating or are of comparable quality. Relevant provisions of the Fresno Municipal Code are being amended concurrently and consistently with this Act (See Bill B-9, Ordinance 16-__). In addition, the project shall be determined by the City Manager to be of a type and quality of hotel establishment that adds value to the surrounding property owners and

neighborhoods, including a thorough operation and management plan and a reputable operator with a proven track record.

C. **Additional Project Type for Office, Retail Tenants and Residential Uses Locating in Downtown.** Large office, retail and residential developers in the downtown area may be eligible for impact fee reductions as determined by a thorough review and evaluation of the developer's operational plans, pro-forma statements and any Development Agreement, if applicable. To be eligible for full abatement of impact fees, a project must include a minimum of ten residential units or 10,000 square feet of commercial development. Developments below that threshold will receive 50% abatement of development impact fees. For an office and retail projects, the net value of impact fee reductions must be passed on directly to the prospective tenant to cover tenant improvement costs above the allowance set forth by the developer/owner.

D. **Additional Project Type for Professional Office Locating Citywide**. Large office projects, of sufficient scope and specific purpose, shall be eligible for impact fee reductions. These businesses must generate a minimum of 250 net new full time jobs and produce net new taxes for the City. Acceptable businesses shall include but not be limited to call centers, company headquarters, software companies, health care entities and similar business types. The iDifer Act will be amended to accept professional offices that are properly zoned to accept professional offices and meet the 250 minimum job creation requirements. Relevant provisions of the iDifer Act are being amended concurrently and consistently with this Act (See Resolution 2016-41). If the business is leasing space from a developer of a newly constructed building the net value of impact fees reduction must be passed on directly to the prospective tenant to cover tenant improvement costs above the allowance set forth by the developer/owner. The City Manager shall review and approve these types of projects pursuant to the iDifer Act.

E. **Application Process for Reduction and Abatement of Development Impact Fees.** IDIFER, Commercial BUILD, and the Economically Disadvantaged Neighborhoods Act outline the specific application process. In each case, City staff work with the proposer to complete an application, which is routed to the City Manager for approval.

F. **Reporting Requirements.** IDIFER, Commercial BUILD, and the Economically Disadvantaged Neighborhoods Act outline the specific reporting requirements. In each case, the City Manager is required to bring an annual report to the City Council for review as a part of the annual report required by the Mitigation Fee Act.

G. Additional Project Type for New Residential Developments located in Infill Opportunity Zones. Recognizing the benefits of newly built residential developments in Infill Opportunity Zones, such developments may pay a fifty percent reduction in water capacity fees so long as the following criteria are satisfied:

a. The development project is located entirely within an Infill Opportunity Zone, as established by the Fresno General Plan;
b. The development project is either newly constructed residential development or newly renovated residential development; and
c. Necessary water transmission infrastructure is already in place.

Applications for the fee reduction shall be submitted to the City Manager, at or before the time of building permit approval. Applications for fee reduction shall not be submitted until after approval of all discretionary planning entitlements, except that applications for fee reductions can be submitted concurrently with applications for design review.

The City Manager shall approve the application upon a determination the Applicant meets the criteria set forth above. Any decision of the City Manager under this Article may be appealed de novo to the City Council by the aggrieved person (appellant), by filing a written request with the City Clerk stating the grounds for appeal and signed by appellant, within fifteen (15) days of the date of service of the decision of the City Manager. After public hearing, the Council shall have the authority to confirm, modify, or overrule the decision of the City Manager and the decision of Council shall be final. For purposes of this article, service of the decision shall be the date said decision, if written, is mailed to the appellant. If no appeal is timely taken to the Council, the decision of the City Manager shall become final.

2. Reimbursement for Offsite Improvements From Project Generated Revenue. Utilizing new revenue directly generated by the proposed project to reimburse the developer for offsite improvements triggered by the project is the second level of economic development incentive offered by the City. This incentive can offer a higher value of incentive for the proposer while still offering a low degree of risk to the City, as the proposer would pay for the improvements at the time of development and be reimbursed by the City as local revenues are generated from the project. Examples of revenues generated directly by a project include property tax, sales tax, business license fees, and room occupancy taxes.

A. Projects Eligible for Revenue Sharing for Offsite Improvements.

- **Industrial projects,** which:
  - Support, leverage, or create expansion opportunities for Fresno's existing industrial base;
  - Are owner-occupied or have a long-term lease;

- Retain or Create at least 100 new full time jobs that are a good match for the four-county commute shed;
- Are located in an area where infrastructure already exists;
- Are properly zoned industrial land; and
- Result in an increased assessed valuation.

- **Mixed Use projects,** which:
  - Are located within one-half mile of the Blackstone Bus Rapid Transit corridor south of Herndon Avenue and within one-half mile of the Ventura-Kings Canyon Bus Rapid Transit corridor;
  - Are zoned Mixed Use;
  - Include residential uses; and
  - Are consistent with the City's Development Code requirements for Mixed Use zone districts.

- **Mixed Use, Residential and Commercial projects**, which:
  - Are located within the Fulton Corridor Specific Plan boundaries;
  - Are properly zoned; and
  - Are consistent with the City's Development Code requirements for applicable projects.

B. Application Process for Revenue Sharing for Offsite Improvements Reimbursement – The application process for securing reimbursements for offsite improvement shall follow the guidelines of the application process for abatement or reduction of development impact fees and shall require a majority vote of the Council to determine eligibility for reimbursement of offsite improvement costs. In addition to the information required by the iDifer Act, Commercial Build Act and the Economically Disadvantaged Neighborhoods Act, the City Manager shall provide the Council a schedule of the projected local tax dollars generated by the project, the total estimated value of offsite improvements, and an estimate of the length of time needed to reimburse the Proposer for the required off site improvements.

C. Reporting Requirements. The City Controller shall provide an annual report to the Council during the month of December updating the status of each development project that is participating in the Offsite Improvements Reimbursement incentive from the City. The report shall include the following:

1) A detailed accounting of the value of all financial incentives provided during the calendar year for offsite improvements reimbursement;

2) The number of new jobs created or jobs preserved from the projects participating in the Offsite Improvements Reimbursement Incentive; and

3) A direct comparison of the offsite improvements completed by the Proposer and the total capital costs of the project expended by the Proposer.

3. **"Project Revenue" Sharing to Incentivize Capital Investment.** Utilizing new revenue directly generated by the project to incentive private, capital investment is the third level of economic development incentives offered by the City. This type of incentive agreement is reserved for unusually large and publicly beneficial projects. As a result, more thorough analysis and due diligence is required as detailed below. The shared revenue will be reimbursed to the Proposer after the City receives it.

A. Projects Eligible for Revenue Sharing to Incentivize Capital Investment.

- **Industrial projects**:
  The City shall offer revenue sharing subsidies to offset capital investment costs for qualified industrial projects. In order to be considered for revenue sharing incentives a project must generate at least 500 new jobs. Where legally permissible, City may require 50% of the new jobs to be offered to local residents. The duration and amount of the subsidy will vary depending upon the following criteria:

  1) The overall size and scope of the proposal and it's projected economic impact on the City;

  2) The overall cost to the City for economic incentives offered;

  3) A cost-benefit analysis weighing the overall incentive costs with the projected economic benefits to the City;

  4) The aggregate level of initial investment by the proposer in land acquisition and real property improvements including infrastructure, facilities, fixtures, and equipment;

  5) The application of performance based incentives that are tied to specific performance criteria such as job creation and net increases in City revenues creating a situation where there is little or no risk to the City; and

  6) The overall financial condition of the City General Fund.

  Eligible revenue sharing subsidies include property and sales taxes (subject to applicable laws), hotel room taxes (TOT), business license taxes and any other local revenue stream generated directly by the project.

- **Large Scale Mixed Use Projects** – A large scale mixed use development in the Fulton Corridor Specific Plan area may qualify for revenue sharing subsidies from the city if it is determined to have a catalytic impact on downtown. The City Manager shall review and evaluate large scale mixed-use developments that are of sufficient size such that they will have a catalytic impact on downtown revitalization. The general requirements for consideration of revenue sharing are: 1) approximately 500 residential units and/or 2) approximately 500,000 net leasable office/retail space. The master planned project must also generate at least 100 full time jobs upon completion. Where legally permissible, City may require 50% of the new jobs to be offered to local residents. The City Manager shall have the discretion to be flexible in the strict numerical unit numbers or commercial square footage numbers if it can be determined that the proposed project has a catalytic impact on downtown revitalization.

B. Application Process - Any net City subsidy in excess of $1,000,000 shall follow the due diligence guidelines of the Better Business Act as discussed in Article III. The City Manager shall review and evaluate all net subsidies less than $1,000,000 and include them in a report to the Council. A majority vote of the Council is required for approval.

C. Reporting Requirements: The City Controller shall provide an annual report to the Council during the month of December updating the status of each development project that is participating in the Revenue Sharing incentive from the City. The report shall include the following:

1) A detailed accounting of the value of all financial incentives provided during the calendar year by project;

2) The number of new jobs created or jobs preserved from the projects participating in the Revenue Sharing incentives; and

3) A direct comparison of the value of the Revenue Sharing compared to the Proposers total capital costs of the project.

4. **Other Indirect Financial Incentives.** The City shall offer other direct and indirect financial incentives to qualified proposers as determined by a review and evaluation by the City Manager and approved by the Council.

Below is a list of other direct and indirect financial incentives:

1. Low Interest Rate Bond Financing:
The City may assist by writing a letter of support to help a successful Proposer in finding low interest rate bond financing through available resources including but

not limited to Industrial Development Bonds, Infrastructure Assessment District Bonds, and Mello Roos Bonds,

2. Tax Credits:
   The City may assist by writing a letter of support for a project, a successful Proposer in applying for tax credits, including but not limited to New Market Tax Credits, Historical Tax Credits, California Competes Tax Credits, and Statewide Communities Infrastructure Program.

3. Recycled Water Rebate/Rate Reduction:
   Where economically feasible and legally permissible, the City shall have the authorization to offer recycled water from City owned facilities to approved projects. The price reduction may be up to 100% of the City Master Fee Schedule rates for a period between 1 year and 10 years.

4. PG&E Enhanced Economic Development Rate:
   Qualified businesses either expanding existing operations or locating in Fresno or Fresno County can receive electrical rates of up to 30% reduction for up to 5 years.

ARTICLE VI
DATABASE INVENTORY OF INDUSTRIAL LAND

Policy Resolution: The City shall maintain a database inventory of vacant industrial zoned land within the City limits and its sphere. City staff shall work directly with the private sector real estate brokerage firm selected pursuant to the Asset Management Act adopted in 2014 by the Council in selling surplus properties with a priority being placed on industrial properties.

The private sector asset management firm shall assist the City in working with private investors in trying to assemble contiguous land parcels sufficient in size to meet the land size, infrastructure, transportation access and other requirements of the prospective industrial users.

ARTICLE VII
LOCAL VENTURE CAPITAL FUND

Some states including Georgia, New Mexico and Pennsylvania utilize Venture Capital Funds for the purpose of funding new start up businesses to add jobs. Venture Capital is financial capital provided to early-stage, high potential, growth startup companies. The venture capital fund earns money by owning equity in the companies it invests in. Most venture capital firms focus on high tech businesses.

An essential component of attracting venture capital investors is the establishment of our City as a hub for high tech. Startup activity in the U.S. is concentrated in cities that have creative class appeal and amenities such as a revitalized urban core and walkable neighborhoods, to attract young entrepreneurs. The growing activity in our downtown and formation of tech companies like Bit Wise could be the start of making for entrepreneurial tech activity. The Silicon Valley/San Francisco urban area alone accounted for approximately $11 billion in venture capital dollars.

Local sources for venture capital funds include San Joaquin Capital, the Central Valley Fund, the Central Valley Venture Forum (through the Lyles Center for Innovation and Entrepreneurship), the CSUF Foundation and The Central Valley Angel Group. The Central Valley Fund serves Central California providing private capital for small and medium sized established businesses to finance stage growth and expansion with a target investment of $2 to $10 million.

Local investors formed the San Joaquin Fund and the Central Valley Angel Fund. San Joaquin Capital is a newly formed fund focused on series 'A' rounds for high growth technology startups up to $5 million. This Angel Fund group will focus on $1 million plus investment opportunities. Both groups are welcome additions to assist local startup businesses.

Policy Resolution: The City shall take the lead in assembling a stakeholder network including the City, the Central Valley Fund, the San Joaquin Fund, the Central Valley Angel Group Fund, the Lyles Center for Innovation and Entrepreneurship, the Central Valley Business Incubator (CVBI), the Water, Energy & Technologies (WET), the CSUF Foundation, local area business leaders, and the Greater Fresno Chamber of Commerce to explore forming a local Venture Capital Group focused on Fresno regional based entrepreneurs for new technologies.

This Venture Capital Group would bring all of the stakeholders together and help connect qualified local entrepreneurs, venture capital investors, and investment bankers.

ARTICLE VIII
FOCUS ON SMALL BUSINESS

The Small Business Administration (SBA) defines small business as an enterprise having fewer than 500 employees. According to U.S. Census data in 2011 99.7% of businesses in the U.S. have fewer than 500 employees. Small businesses employ over half of the private sector workforce and have generated over 65% of net new jobs in the U.S. since 1995.

According to the US Census Bureau data in 2010, 88% of the businesses in the United States and California have five or fewer employees, employ more than 31 million people, generate $2.4 trillion in revenues and account for 17% of the national GNP. There are 4 million micro-businesses in California.

Business Retention and Expansion
Only 2% of new jobs come from relocations within the United States. The remainder comes from expansion of existing businesses or the creation of new companies. Accordingly, City resources and economic development efforts should focus on new small business startups and encouraging and assisting existing business to expand their operations.

Many economists believe start-ups are the most reliable job creators. Studies have shown that new firms are responsible for nearly all of the nation's net new job growth. The National Bureau of Economic Research that there is no systematic relationship between the size of a firm and job growth. In fact, the number of stock IPO's over $50 million has dramatically dropped since the 1990's.

Cities and states can spend substantial amounts of money and resources chasing down the "big fish" prospective employer in a very competitive market. There is often a gross disparity between the actual new jobs created and tax base benefits for the city or state compared to the economic development incentives expended to attract the big fish.

The City needs to be the catalyst to promote small business and chart a clear course to access capital to help cash flow to start a new business or expand an existing business. The Fresno Food Expo is an excellent example of promoting and growing local small businesses in our City.

Policy Resolution: The City shall re-evaluate the Local Small Business Ordinance to strengthen it and provide more resources to implement policies encouraging and supporting small business in the City.

Later this year, an expansive and detailed Local Small Business Ordinance will be introduced to fully implement the goals outlined in this Act.

ARTICLE IX
PREPARING OUR WORKFORCE

There are two primary components to creating sustainable economic expansion in our community. The specific policies contained in this Act are designed to elevate the demand side of the economy through carefully crafted economic incentives. The other primary and necessary component is to the raise the supply side by having a trained and capable work force in our community to fill in the newly created jobs. Because of

past decades of poverty and under performance in our school system we have a substantial portion of our population lacking in education and requisite job skills.

There some promising programs currently underway in our community addressing the issue of poverty and focused on bringing families out of poverty through education and job training. The Fresno Bridge Academy has demonstrated a high degree of success by moving families out of poverty with over 80% of the people enrolled in the program.

Policy Resolution: The City shall actively work with community stakeholders and support the Fresno Bridge Academy and similar programs in the community to keep the focus on reducing poverty in our community. A corollary to preparing our workforce is the development of a comprehensive career technical education program in our community. See Article X below.

ARTICLE X
CAREER TECHNICAL EDUCATION (CTE)

Fresno must do more to offer career technical education (CTE) and career paths for its students.

Our local schools districts should partner with the State Center Community College District, Fresno State University, Workforce Investment Board, trade unions, other private and nonprofit organizations, Fresno County and the City of Fresno to assess our job needs and job training requirements, and integrate these job training programs into the private market. Career technical training also includes hands-on-training and internships to better prepare students for their chosen field. The City of Fresno has a full array of non-college technical job opportunities for potential future employees. They include auto and bus mechanics, drivers, computer techs, construction trades and related jobs. The City should develop a formal on-the-job internship program for these types of jobs and work closely with local schools for internship placements.

For many years, there has been serious discussion of the need to offer vocational training for high school students to prepare them for jobs in the building industry, manufacturing, medical and other industry clusters

One of the essential elements to economic expansion is to have a trained work force sufficient to provide the labor necessary for both expansion of existing businesses and new businesses locating in our City. This can best be accomplished through using industry clusters to connect the major stakeholders (employers, education and students). The initial plan should be to support the Advanced Manufacturing Cluster as a model to advance local job creation.

Policy Resolution: The City shall explore and evaluate its support and commitment of resources to partner with the State Center Community College District, Fresno Unified

School District, Central Unified School District, and Clovis Unified School District to assist in developing a vocational school.

ARTICLE XI
TRANSPARENCY

Consistent with applicable law, all documents related to the application for economic incentives pursuant to this Act shall be available to the public on the City's website. Written reports shall also be available to the public in the City Clerk's office.

ARTICLE XII
ONE-YEAR REVIEW

The provisions of this Act shall be reviewed at a regularly scheduled Council meeting approximately one year from the passage of this Act to evaluate its effectiveness and to make necessary amendments to implement the goals of the Act.

ARTICLE XIII
EFFECTIVE DATE

This resolution shall take effect XXXXXXXX.

April 7, 2017

RECEIVED
2017 APR 10 PM 3 03
CITY CLERK, FRESNO CA

Council Adoption: 4/6/17
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR LEE BRAND

FROM: YVONNE SPENCE, CMC
City Clerk

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 4/6/17, Council adopted the attached Resolution No. 2017-100, entitled, **A resolution of the Council of the City of Fresno, California, amending the "Economic Expansion Act"**, 11:00 A.M. #3 Scheduled Matter, ID#17-459, by the following vote:

Ayes :	Caprioglio, Chavez, Baines III, Bredefeld, Olivier and Soria
Noes:	None
Absent:	Brandau
Recused:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before April 17, 2017. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

****

APPROVED/NO RETURN: _____

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

_____

_____ Date: 4-10-17
Lee Brand, Mayor

COUNCIL OVERRIDE ACTION: Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	:

CATEGORY 3I

FRESNO COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY 2024-2029

City of FRESNO

2024-2029 Comprehensive Economic Development Strategy



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1 Introduction

The City of Fresno, in California's Central Valley, is the County seat of Fresno County. Its 2023 population of 543,420[1] makes it the most populous city in Fresno County and the fifth most populous in California. Originally founded as a railway station, it has grown into the Central Valley's economic hub. Much of the City's economy is tied to large-scale agricultural production and processing, healthcare, and education. The City has experienced strong interest in and some recent investment from research and technology firms.

Fresno's location near the geographical center of California gives industry, residents and visitors access to major markets such as Sacramento, the Bay Area, Los Angeles and other western regions, recreation centers and state and national parks. Access to these areas is made easy by a strong highway network traversing through the City—State Routes 99, 41, 168 and 180—Fresno Yosemite International Airport, additional major metro airports nearby, rail and deepwater ports.

While the City of Fresno recovered well from the COVID-19 pandemic, it is still facing challenges due to the state of the national economy, local population growth and much-needed infrastructure investment to upgrade and expand services.

The City launched the Comprehensive Economic Development Strategy (CEDS) to bring focus to its economic development efforts to strengthen resiliency, stimulate private investment, target public investment, and increase equitable employment opportunities and economic prosperity for all Fresno residents. The CEDS will be submitted to the U.S. Economic Development Administration (EDA) as a step in applying and receiving federal funds for infrastructure and other projects.

The strategic framework, objectives and tasks developed for the City of Fresno CEDS are meant to achieve a balance between the City's physical, economic, and social environments and align with the five principles of resilience stated in the City of Fresno's General Plan:

1. Provide quality of life and basic services in all neighborhoods.
2. Ensure a prosperous City centered on a vibrant downtown.
3. Prepare ample industrial and employment land ready for job creation.
4. Care for the built and natural environment.
5. Adhere to fiscally responsible and sustainable land use policies and practices.

[1] California Department of Finance

Vision

The Fresno General Plan "envisions Fresno as a vibrant, growing city infused with a sense of heritage and community... a balanced city with an appropriate proportion of its growth and reinvestment focused on the central core, Downtown, established neighborhoods and along Bus Rapid Transit (BRT) corridors."

CEDS Goals

ECONOMIC OPPORTUNITIES — Enhance the Economic Centers' competitiveness and vitality to attract and retain targeted industries that meet or exceed identified criteria.

PLACEMAKING — Create quality Economic Centers where businesses thrive and people want to live, work, play and learn.

TALENT DEVELOPMENT — Create a resilient next-generation workforce.

CEDS Process

The City of Fresno initiated this nine-month strategic planning process in June 2023 to complete a comprehensive economic development strategy (CEDS), establish priorities and provide direction to the City's Economic Development Department. The process included the following.

- Reviewed over two dozen relevant studies, plans, and documents (Appendix E).
- Conducted personal interviews with approximately 50 community stakeholders.
- Conducted online public surveys provided in multiple languages (Appendix F).
- Researched and analyzed economic data (Appendix B).
- Engaged the public
    - Presented in council district town hall meetings, an overview of CEDS and the importance of public participation through survey and interviews.
    - Promoted electronic and print surveys in traditional and social media.
    - Distributed print and electronic promotional flyers at a variety of community events, at City public counters, and via social media outlets.
    - Provided promotional information to council and CEDS committee members to share with constituents and members.
    - Created a project-specific website (FresnoCEDS.com) to provide information, timelines, host documents and surveys.
    - Presented at the March 21, 2024 City of Fresno Council meeting which initiated the 30-day public review process.
      An invitation to view and comment on the CEDS was published in The Business Journal. Notices were published on March 25, April 1, 8, and 15, 2024.

Organization of the CEDS

The City of Fresno CEDS addresses economic challenges, identifies opportunities, and includes a plan for building a resilient local economy with increased commerce and employment options. Organization of the CEDS follows the U.S. Economic Development Administration's guidelines.

- **Economic Conditions** is a discussion of the City, County, and regional economic, physical, and social environments.
- **SWOT Analysis** identifies the critical internal and external factors that affect the City's economic development potential. Along with data analysis, findings from the SWOT process led to strategies that focus on leveraging strengths and opportunities, overcoming weaknesses or challenges and mitigating threats.
- The **Strategic Framework** is built on focus areas - Economic Opportunities, Placemaking and Workforce Development. The framework includes objectives, strategies, tactics, and performance metrics.
- CEDS **Implementation** and Management is provided in the final chapter.

CEDS Committee

To guide the development of the CEDS, the City created an informal CEDS strategy committee (right) that includes leadership from organizations that are part of the Organizational Ecosystem (Appendix C).

Implementation of the CEDS will be carried out by the City of Fresno Economic Development staff and partners.

The CEDS committee provided their knowledge and expertise to weigh in on the Strengths, Weaknesses, Opportunities and Threats (SWOT) findings (Appendix A) and formulate the goals, objectives, and strategies.

Michael Lukens, California State University Fresno
Elliott Balch, Downtown Fresno Partnership
Brett Zall, Fowler Packing/San Joaquin Valley Manufacturing Alliance
Chuck Riojas, Fresno, Madera, Tulare, Kings Building Trades Council
Yery Olivares, Fresno Area Hispanic Foundation
Amy Fuentes, Fresno Chamber of Commerce
Scott Miller, Fresno Chamber of Commerce
Dr. Robert Pimentel, Fresno City College
Will Oliver, Fresno County Economic Development Corporation
Dr. Cassandra Little, Fresno Metro Black Chamber of Commerce
Blake Konczal, Fresno Regional Workforce Development Board
Lisa Oliveira, Fresno/Clovis Convention and Visitors Bureau
Genelle Taylor Kumpe, San Joaquin Valley Manufacturing Alliance
Liz McIlvaine, Total Concept Enterprises/San Joaquin Valley Manufacturing Alliance

2 Economic Conditions

A community's economic, physical, and social environments are connected and influence each other. For example, (1) infrastructure (streets, utilities, etc.) and housing constitute Fresno's "Physical Environment;" (2) population, income and support services are Fresno's "Social Environment." Both the physical and social characteristics influence and define the City's "Economic Environment," opportunities and success. Achieving a balance among the economic, physical, and social environments is necessary to create and sustain a socio-economically healthy community. The challenges and opportunities to achieve this balance are summarized here.



Whenever possible, City-specific data is used here. Data from regional, state, and national sources is often available only at the County level. Because the City of Fresno is the County's economic engine, County-level data provides a good measure.

Economic Environment

A summary of Fresno's economic environment is presented here. A more detailed discussion, data and analysis is in Appendix B-Economic Conditions.

Labor Force and Employment

Labor Force. The City of Fresno has recovered well from the recent pandemic. Data show that the County was among the fastest-growing labor markets in California and one of the earliest counties to emerge from the pandemic and see job growth from pre-pandemic levels. While the City and County of Fresno have closed the unemployment gap, both remain above the state average as of June 2023.

Wages. Overall, wages in Fresno County have increased from 2019 to 2023 due to low unemployment rates, job growth and a slowly growing regional labor force. However, some occupations in critical industries did not fare as well. Healthcare and protective services have seen more downward pressure in the past year than in other occupations. Even though wages

have increased for some, so has the cost of living, significantly reducing purchasing and real personal wealth.

Commute. Most (74%) of Fresno's employed residents work in the City. Most of the remaining workers are employed in the County or nearby cities of Clovis, Madera and Sanger.

Talent Pipeline. The source of Fresno's future workers (population aged zero to 19) has seen small, slow growth—a situation seen in many communities around the nation. Actual and projected declines in this age group are common. Fortunately for Fresno employers, this category shows some growth. Also, the region's substantial college student population could and should be attracted to employment opportunities in Fresno.

Educational Attainment. The educational attainment of Fresno's population over the age of 25 is improving. From 2011 to 2021, the share of the population with a bachelor's or graduate degree went from 20% to nearly 34%. In addition, the percentage of residents with less than a high school education (diploma or equivalent) is decreasing.

Skills Training. California has seen declining enrollment in higher education and career and technical education (CTE) programs. This decline is also seen in the State Center Community College District, which includes Fresno City College and other regional colleges. Fortunately, the District has fared a little better on enrollments than the state overall, and while fewer students are enrolling, the number of earned certifications is increasing.

Industry and Jobs

Industry Mix. Seven industries dominate the City of Fresno's economy. Over 60% of the City's employment is in government and public education, healthcare, real estate, wholesale, manufacturing, professional services, and retail. Because Fresno is in the center of California's Central Valley, one might expect to see agriculture representing a large share of the City's economy, but ag employment is generally outside the City limits and accounts for just 3% of employment in the City.

Gross Regional Product (GRP). Most (77%) of Fresno's GRP comes from local-serving businesses. From 2011 to 2021, goods-producing and local serving businesses grew by just over 5% while the visitor-serving sector declined by 0.6%, which can be attributed to the pandemic and the slow re-opening of the economy.

Taxable Sales. Fresno sales tax receipts consistently represent more than half of Fresno County's total taxable sales. Total taxable sales in certain categories have declined in the City since 2021.[2]

Transient Occupancy Tax. 2010 to 2019 was a growth phase. More people visited the region and the state. With the onset of COVID, the next two years saw a sharp decline and lingered for about another 12 months before picking up--an indication of Fresno's visitor market resiliency.

[2] See Appendix B, page 5 more detailed data

Physical Environment

A summary of the Fresno and regional physical environment is presented below. More detailed discussion, data and analysis is included in Appendix B-Economic Conditions.

Infrastructure

Downtown. The City recently acquired nearly $300 million for infrastructure improvements expected to catalyze and accelerate new investment in residential and mixed-use developments. Funding is slated for two additional parking structures, a new intermodal transit center, sidewalks, street lighting, landscaping, stormwater facilities, water distribution, wastewater improvements and new public parks and green spaces.

Municipal Services. Even with this unprecedented public infrastructure investment, there remains a substantial need for additional public investment throughout the City to accommodate years of deferred maintenance, equipment purchases and needed upgrades to essential infrastructure and services, including water, wastewater, transportation, energy management, ADA compliance projects, neighborhoods parks and recreation facilities.

Broadband. About 84% of Fresno County households have access to broadband, which is in line with the state (90%) and the nation (87%). The Information Technology Master Plan details continued improvements needed to improve the City's competitiveness and expand access to affordable broadband, especially for residents and businesses in less affluent neighborhoods.

Public Transportation. The City offers 18 fixed-route bus lines, a green fleet of paratransit buses and an express bus service. However, more lines are needed to meet demand (frequency and connections). A new trolley system, the FresnoHOP, is a free option that connects Fresno State and Campus Pointe to popular shopping and entertainment destinations throughout the City with hourly departures.

Parks. The City's adopted Parks Master Plan shows that 80% of Fresno's parks are in fair or poor condition and presented a plan for improvements. Fresno voters approved the Measure P sales tax initiative to help fund new, maintain, and improve neighborhood parks, facilities and trails.

Sites and Buildings

The City has a very limited inventory of commercial and industrial development sites to support new business investment or the expansion of existing businesses and industries. Areas that are desirable or have been identified for job-creating development face long-term obstacles to being market ready e.g., inadequate infrastructure, absence of and cost to acquire utility services and neighborhood resistance to development. Development opportunities and related challenges are detailed in Appendix D, Economic Centers.

Housing

Affordability. Fresno has relatively affordable housing when compared with other areas in the state. This can be an economic and workforce development asset. The tight housing market and

rising costs can motivate people to look further from where they work in search of more affordable housing.

Mix. The mix of single-family homes compared to multifamily homes has remained consistent in Fresno since 2011 (66% single-family to 33% multifamily). This is less than the County's mix of single-family homes (83%) but compares well with the statewide data (68%).

Rentals. Renters occupy a larger proportion of the housing stock versus homeowners, especially when compared to the County, state, and nation. In contrast to other California areas, rental prices in Fresno continued to rise alongside home prices after the pandemic, which compounds affordability issues. According to the Fresno County 2022 Affordable Housing Needs Report, asking rents throughout the County increased by 10.7% (2020to 2021). Additionally, renters in Fresno County need to earn 1.6 times the state minimum wage to afford the average monthly asking rent.

Environment and Natural Disasters

Hazard Mitigation Plan. The City of Fresno and regional agencies partnered to create a hazard mitigation plan to prepare for and respond to natural disasters and emergencies.

Community Emergency Response Team (CERT). This City program trains citizens to be better prepared to respond to emergencies in their homes, workplaces, and community.

Wildfires. According to riskfactor.com, the City of Fresno has only a moderate risk of wildfires over the next 30 years. An exceptional year was 2020, when over 400,000 acres burned in Fresno and Madera Counties due to two incidents—the Creek Fire (379,895 acres) and the Mineral Fire (29,667).

Flooding. The Fresno/Clovis urban area is protected by three dams, seven large detention basins and a system of more than 700 miles of pipeline, 150 plus stormwater retention basins and over 20 stormwater basins used for recreation.

Drought. California's severe drought has been a decades-long safety and economic problem. The severity of drought conditions in Fresno County from 2013 to 2023 ranged from exceptional to abnormal. During the latter half of 2021 and early 2022 a majority of the land area was in exceptional or extreme drought conditions.

Air Quality. The region's primary contributors to air quality problems are population growth, emissions from traffic on two of the state's most-traveled transportation routes (Interstate 5 and Highway 99), farm equipment and wildfires. Geography also plays a role in air quality. Surrounding mountain ranges can cause air pollutants to concentrate in the valley and be trapped if prevailing winds cannot rise over the mountain ranges.

Seismic Stability. The City of Fresno and most of the County are situated in an area of relatively low seismic activity; however, there are fault systems that have the potential to produce high-magnitude earthquakes. According to the U.S. Geological Society (USGS) maps, most seismic activity occurs to the west of Fresno County and the east in the Sierra Nevada Mountains.

Social Environment

A summary of Fresno's social environment is presented below. More detailed discussion, data and analysis are included in Appendix B-Economic Conditions.

Population

Growth. For the first time in recorded history, California lost population in 2020; the decline is expected to continue. Stanford Institute for Economic Policy Research (SIEPR) found two primary reasons for the outmigration: 1) high cost of living and 2) regulatory policies and mandates. Unlike the state, the Department of Finance predicts the City and County will gain population.

Age. Like much of the nation, Fresno's population is maturing. Almost 40% of Fresno's population is between 25 and 55 years old, prime earning and parenting years. Nearly 12% are over 65.

Diversity. The ethnic and racial mix of Fresno's population is similar to Fresno County. A slightly larger share of the City's population is Hispanic, Asian, or Black (22% vs 16% in the County). According to a recent analysis from U.S. News & World Report, Fresno ranks as the 9th most racially diverse large cities in America (cities with a population of 300,000 or more).[3]

Wealth

Income. The median household income in Fresno experienced a 10-year average annual increase of 0.71%, more than Fresno County (0.23%) or the State of California (0.68%). However, the median household income in Fresno remains lower than that of the County, state, and nation.

Poverty. The poverty level in Fresno (25% in 2021) is consistently higher than in the County (22%), state (13%), and nation (13%).

Sources of Income. The share of personal income from earned wages (vs passive income such as social security, retirement, or public assistance) in Fresno is substantial (79%) and has remained unchanged since 2017. The fact that a large majority are receiving income from wages suggests that people are in Fresno to work.

Cost of Living. Living in Fresno is nearly 104% more expensive than the U.S. average. However, Fresno's cost of living is much more affordable than the state average of 150%. The cost of utilities and housing are the two primary components of the higher cost of living.

Health and Safety

At-Risk Population. The Census Bureau's Community Resilience Estimates (CRE) measures vulnerable populations based on several factors, including poverty level, senior population, single-parent households, and households with no vehicle. Over half of Fresno County (and

[3] The Business Journal. January 23, 2020. *Fresno Among Most Diverse US Cities, though its Diversity is Falling*

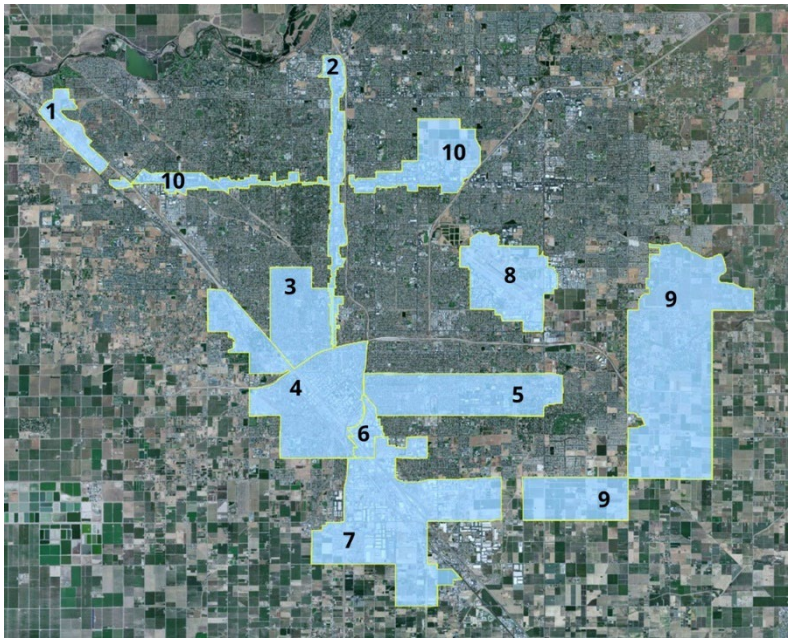
surrounding counties) have one or more risk factors, which is in line with the state but higher than the nation.

Unhoused Population. According to the 2023 Fresno Madera Continuum of Care (FMCoC) Point in Time (PIT), 4,493 persons in these two counties were experiencing homelessness as of January 24, 2023—a 7% increase from 2022.

Childcare. Fresno is not meeting the demand for affordable, quality childcare. Only 23% of children (aged 0-12) in working families have access to childcare services, leaving 77% of working families unserved and an untapped workforce at home at a time when many jobs go unfilled.

Development Opportunities

This CEDS focuses on ten distinct economic opportunity areas or centers (Centers). These Centers were identified by their short-term development potential (appropriate zoning, entitlements, and infrastructure). This focus in no way excludes other areas or specific sites in the City from development. Additional Centers or sites can be added and boundaries expanded in CEDS updates to accommodate these opportunities.



ECONOMIC CENTERS	
1	Herndon-Highway 99
2	Blackstone Corridor
3	Tower District
4	Downtown-Chinatown
5	Kings Canyon-Ventura Corridor
6	South Van Ness Industrial Area
7	South Central Specific Plan Area
8	Fresno Yosemite International Airport
9	Southeast Development Area (SEDA)
10	Shaw Avenue

Business activity in the Centers generates revenue for the City through sales, property and lodging taxes and provides diverse employment options for Fresno area workers. The economic health of these Centers is essential to improving and sustaining Fresno as a healthy community with balanced economic, physical, and social environments.

Understanding how each Center functions from an economic development perspective is also important to understanding and planning for future economic and job growth and diversification. These Centers include opportunities for new and in-fill

development, revitalization, and enhancement of space for industrial, commercial, retail and visitor uses. In-fill development is a City priority.

Improvements to the Centers will result in a more competitive City that is attractive to employers and workers, helping to diversify the economy and providing a range of employment opportunities.

Shown on the map are the 10 Centers which total over 30,000 acres, include 9,000 businesses and nearly 125,000 employment opportunities.

Further descriptions and data on business and employment mix and infrastructure needs are detailed in Appendix D.

Target Industries

As these Centers are further improved and made ready for private investment, they can be expected to be among the City's best bet for business attraction and employment growth based on forecasted job growth (Appendix B). These industries also align with the target industries of other regional organizations engaged in business attraction and entrepreneurial growth.



Advanced Manufacturing is typically defined as firms that use innovative technologies that improve products or processes e.g., artificial intelligence, robotics, advanced materials, laser machinery. Many manufacturing firms today could be considered advanced. Industries typically associated with advanced manufacturing are automotive, medical devices, pharmaceuticals, consumer products, energy equipment and scientific instruments.



Agri-Business and Food Processing. While Fresno's expected growth in manufacturing jobs is essentially flat, it is an important regional employer. Nationally, food manufacturing is growing at a pace faster than the economy as a whole. Over the last five years, jobs in this sector increased 6.6 percent. Jobs growth over the next five years is estimated to be 8% (Expansion Solutions Magazine, Nov/Dec 2023 issue).



Biomass and Renewable Energy industries convert waste from plants and animals into usable energy and fuels. Fresno's competitive advantage in this industry is its access to source materials—timber, ag crops, and animal waste. National and global demand for biofuels remains strong.



Entertainment and Recreation. While this sector is not a targeted industry throughout the region, it is a major employment category in Fresno. Many jobs in this category are lower-paying entry-level positions. These jobs are important for students and people entering or re-entering the workforce. This industry sector also provides a substantial revenue source for the City and its small businesses.



Healthcare. The nation's aging population drives the high demand for healthcare services. The share of Fresno's population over 65 today is 12% and is expected to be 17% by 2030. This will require healthcare workers at all skill levels—highly-skilled medical professionals, mid-skilled technicians, and entry-level support staff—many of which may come from UC Merced's new medical education pathways program.

Information Technologies (IT) includes businesses that provide goods and services related to computing e.g., hardware, software, telecom, data analytics and cybersecurity. Today IT is used by everyone and the demand for IT workers will continue to grow - both skilled and entry-level. Access to colleges and universities is a critical location factor.

Logistics is already a successful industry sector in Fresno due in part to the City's desirable location that offers a strong highway network and access to airports and seaports. The existence of a logistics cluster is evidence of the competitive advantages and workforce Fresno offers.

Professional and Scientific Services include a wide range of disciplines, including research and development, labs, biotechnology, pharmaceuticals, medical devices, energy, environmental sciences and more. Access to and collaboration with universities and workspaces like those available in Fresno is important to this work. The future of this work is likely to be strong as technological progress, societal needs and global challenges drive it.

Water Technologies encompasses a wide range of technologies, solutions and services that address water management, treatment, distribution, and conservation challenges. As populations grow, urbanize, and face the impacts of climate change, the importance of advanced water technologies will increase. The California Water Institute at Fresno State University, a recognized leader in this work, offers a strong competitive advantage.

3 S.W.O.T.

This assessment of the City's strengths, weaknesses, opportunities, and threats (SWOT) is a culmination of data and trends analysis, review of recent documents, community surveys and personal interviews with stakeholders. These factors are the basis for the CEDS Goals, Objectives, Strategies and Tactics. A more detailed analysis of the SWOT factors and data is provided in Appendix A (SWOT) and Appendix B (Economic Conditions Report).

STRENGTHS	WEAKNESSES
• Economic stability • Full-service city • Favorable cost of living • Community engagement • Diverse and unique neighborhoods • Growing population • Strong entrepreneurial spirit • Business GRP, jobs growth • Access to talent • Improving educational attainment • Increasing median household income • Income source from wages • Access to markets • Infrastructure improvements	• Limited job growth in some industry sectors • Unequal wage growth (occupations) • Image, perception • Perceived cumbersome development process, cost • Slow growth of the talent pipeline • Limited inventory of sites, buildings • Underinvestment in recreational facilities • Deferred public investment in infrastructure • Inequities in broadband access • Worker-affordable housing • Increasing unhoused population • Unmet childcare needs • Poverty rate • Delayed development due to utility availability, access, cost
OPPORTUNITIES	**THREATS**
• Ten Economic Centers that support short- and long-term industrial, commercial, entrepreneurial and small business investment • Approved funding for critical infrastructure projects that support economic growth in the Economic Centers • A robust organizational ecosystem that can be relied upon to lead, support and implement priority strategies • A growing population and strong entrepreneurial spirit support small business growth and a more diverse mix of businesses • Leadership and participation in California Jobs First initiative (CERF) to support CEDS goals	• State and federal regulatory environment (i.e. burden placed on small businesses and fast-food operations by the increased minimum wage) • Long-term sustainability of water supply • Sustained improvement in air quality • Natural and weather-related disasters • Health-related disasters • Utility (gas and electric) disruptions caused by wildfires and other natural disasters • Proposed SB531 will change where sales tax receipts are collected, impacting City's revenue stream • Potential impact on local jurisdictions' revenue due to the State budget shortfall

4 Strategic Direction

Through the process of developing the CEDS, ten (10) Economic Centers were identified that provide distinct economic opportunities for the City (Appendix D). The CEDS strategies presented here apply to and target these ten (10) Centers.

The strategic framework for these Economic Centers is built on three focus areas:

Economic Opportunities—ensuring the City has an inventory of market-ready sites and buildings suitable for employers offering high-quality jobs.

Placemaking—ensuring that the benefits of developing the Economic Centers are shared and impact to residents and the environment is minimized.

Workforce Development and Talent Attraction—ensuring an educated and skilled talent pool is available to Fresno employers.

The strategies are based on the SWOT analysis, economic conditions, document review, stakeholder interviews and public engagement. The tactics establish the steps necessary to ensure these Economic Centers remain viable and/or transform underperforming Centers into vibrant economic engines.

Implementing the near-term and long-term tactics requires a partnership of local organizations, associations, and agencies to ensure success and continued progress. An economic development organizational ecosystem is presented in Appendix C. Over two dozen agencies and organizations in the City of Fresno, County of Fresno and the greater Central Valley region are actively working independently and collaboratively on programs and initiatives to protect and improve the region's economic future.

The CEDS strategies and tactics are intended to augment many of the initiatives currently underway, support the needs of businesses in the City's Economic Centers and result in an improved and equitable quality of life for Fresno residents.

One of the most critical roles the City of Fresno can play in this ecosystem is to bring leadership together, connect groups and strategies, ensure information flows among the organizations, and protect against duplication of efforts and conflicts. Specific implementation responsibilities will be decided collaboratively.

Economic Opportunities

The key to economic development success in growing and attracting business is understanding 1) the location drivers of emerging, growing, and legacy industries, 2) the location needs of these industries and 3) translating this knowledge into community and real estate readiness. The strategies presented here are focused on ensuring the City has an inventory of market-ready sites and buildings suitable for employers offering high-quality jobs.

GOAL: Enhance the Economic Centers' competitiveness and economic vitality to support local entrepreneurial and small business growth and attract and retain targeted traded sector industry that meets or exceeds identified criteria (e.g. family sustaining wages, investment impact, equity, resiliency, support for existing industry).

OUTCOME METRICS

- Square feet of new market ready industrial space
- Acres of new market ready industrial sites
- Jobs created by new and expanded businesses
- Equity and resiliency

OBJECTIVE 1: Increase the total square feet and/or acres of market-ready sites and buildings to accommodate targeted business/industry, small business growth and support local entrepreneurs ready to scale up operations.

STRATEGY: Proactively support, encourage, and spearhead efforts to make industrially zoned properties market and investment ready.

- Use Economic Center data (Appendix D) to create near- and long-term building and site inventory.
- Identify vacant or underutilized buildings/sites within each Economic Center that could be a catalyst project that revitalizes the Center, creates opportunities for entrepreneurial growth and sparks additional investment.
- Contact property owners and developers of near-term opportunities to identify their near- and long-term plans to market or develop buildings/sites.
- Develop marketing plan/strategy and implement.
- Investigate online site inventory apps to promote near-term opportunities.

OBJECTIVE 2: Upgrade, expand and/or create resilient infrastructure to support targeted business/industry on the most promising near- term development opportunities.

STRATEGY: Identify and map infrastructure needed to support near-term development opportunities.

- Partner with City departments, utilities, and broadband providers to map infrastructure deficiencies.
- Identify and pursue potential sources of funding.

OBJECTIVE 3: Develop City-specific business/industry targets based on near-term economic opportunity areas and identified key criteria (e.g. family sustaining wages, suitability for potential sites, multiplier effect, etc.).

STRATEGY: Spearhead efforts to grow local business and attract business and industry targets.

- Create an industry target list for near- and long-term prospects.
- Partner with stakeholders (property owner(s), brokers, workforce, education, small business and entrepreneurial service providers, etc.) to develop and implement an outreach strategy.
- Consider contracting for lead-generating services.

OBJECTIVE 4: Cultivate a business climate that welcomes and supports new business investment, business expansions and robust entrepreneurial growth.

STRATEGIES: (1) Identify and support opportunities for business innovation, retention, expansion and entrepreneurship through equitable access to support services and capital. (2) Address internal and external concerns regarding the City's perceived cumbersome permitting and development process. (3) Support efforts of the Organization Ecosystem to improve the business climate.

- Determine key business climate issues, identifying and implementing solutions.
- Build on the existing entrepreneurial ecosystem that allows entrepreneurs to quickly find knowledge and resources they need to succeed.
- Build a business support and response team to address issues/concerns as they surface and identify opportunities for growth and sustainability.
- Increase access to venture and other forms of investment capital and financing.
- Identify options for incentives, development agreements, labor or hiring agreements and other assistance options to offset potential environmental impacts and promote equitable hiring.
- Develop a key message platform, including business cases and testimonials for internal and external distribution.

Placemaking

Placemaking strategies are focused on commercial Centers and industrial areas that contain a residential component to ensure that the development benefits are shared and impact to residents and environment is minimalized. These goals, strategies and tactics are intended to be applied to some or all of Fresno's Economic Centers as appropriate.

GOAL: Create quality Economic Centers where businesses thrive and people want to live, work, play and learn.

OUTCOME METRICS

- Improved utilization of sites and buildings
- Increased ridership in Fresno public transportation
- Reduced vehicle miles traveled (VMT)
- Expanded range of housing options
- Dollars invested in improving facades, streetscapes, murals, public art and other amenities that contribute to a sense of place
- Reduced vacancies

OBJECTIVE 1: Create quality Economic Centers where businesses thrive and people want to live, work, play and learn.

STRATEGY: Prioritize the Economic Centers.

- Determine the criteria and prioritize Centers (existing infrastructure, sites and buildings, highways, access to public transportation, environmental impact, etc.).
- Engage City, property owners, businesses, residents on potential development uses, amenities and other services needed within the selected Centers.
- Determine feasibility and costs.
- Develop new or update existing plans for infrastructure and other improvements in conjunction with strategies and tactics presented in the Economic Opportunities section.

OBJECTIVE 2: Encourage and support clean, attractive, safe Economic Centers.

STRATEGY: In partnership with the Fresno Arts Council, City's Parks Department, and other partners, identify resources and funding for façade improvements, streetscaping, parklets, outdoor dining, wayfinding and public art within the Economic Centers.

- Consider design standards that address attractive building fronts, buffering and screening from storage yards and signage that promote a "sense of place" for commercial and industrial areas and business parks.
- Continue to fund, promote, and expand existing façade programs.
- Continue to fund, promote, and identify locations for 1) murals on public and/or private buildings and 2) public art installations.
- Create a plan for murals and public art that uses local artists.
- Identify neighborhoods or corridors within the Economic Centers that would benefit

and be eligible for a façade improvement program, enhanced streetscaping and signage/wayfinding.

- Identify funding resources for improvement projects.

OBJECTIVE 3: Provide a network of well-maintained parks, open spaces, athletic facilities and walking and biking trails that connect the City's Economic Centers with resident and worker neighborhoods.

STRATEGY: Ensure Measure P funds are adequately allocated to areas within the Economic Centers.

- Identify areas within the Economic Centers that are under-served by parks, facilities, trails, and worker amenities.
- Work with City departments to prioritize investment in Economic Centers.
- When possible, leverage parks investment with private development investment in the Economic Centers.
- Include these park upgrades as a part of the workforce and business retention and attraction strategies.

Workforce Development and Talent Attraction

An educated and skilled workforce and talent pool is the cornerstone to improving and sustaining a strong economy. Finding available and qualified workers is a challenge faced by businesses throughout California and the nation. Slow population growth, declining school enrollment and workers aging out of the workforce all exacerbate the workforce challenges and are seen as red flags for new industry and expanding businesses. The following strategies and tactics are intended to augment many of the initiatives currently underway, support the needs of businesses in the City's Economic Centers and result in an improved and equitable quality of life for Fresno residents.

GOAL: Create a resilient next generation workforce.

OUTCOME METRICS
Increased or improved:

- CTE completions, certificates, licenses
- Enrollment and graduates
- Median wages or median personal income
- Educational attainment
- Employment in high-skilled occupations
- Employment rate

OBJECTIVE 1: Establish a highly effective education, business, workforce collaborative dedicated to addressing educational and workforce training excellence.

STRATEGY: Build a robust pipeline of talented workers with the skills necessary for in-demand occupations and careers.

- Formalize and expand existing partnerships and cooperation among education, workforce development and training partners e.g., Fresno Regional Workforce Development Board, PreK-12 and regional colleges and universities.
- Actively support and participate in implementing the Good Jobs Challenge.
- Encourage greater diversity and cross-representation on boards and committees.
- Establish information sharing protocols (e.g., labor force and industry trends, economic data, critical employer issues) and collaboratively identify opportunities and solutions.

OBJECTIVE 2: Ensure businesses in each of the priority Economic Centers have access to talented workers with the skills necessary for in-demand occupations and careers.

STRATEGY: Involve industry in identifying the skills, training, certifications, and licenses required for their workers and new hires.

- Fully understand the industry mix within each Economic Center.
- Ascertain the in-demand training and skills through a variety of avenues of employment engagement e.g., retention visits, industry groups, civic and community organization meetings. Share information with workforce development and training partners within the Organizational Ecosystem (Appendix C).

- Expand existing and develop new career pathway initiatives and sector-based training programs that are aligned with industry needs.
- Participate in efforts to establish new and/or modify existing training programs.
- Participate in efforts to identify and secure funding for training facilities, equipment, technology, and instructors

OBJECTIVE 3: Grow the talent pool by attracting and retaining talented workers with the skills necessary for in-demand occupations and careers.

STRATEGY: Increase awareness of the diverse employment and career opportunities with Fresno employers to college, high and middle school students throughout the region.

- Engage members of the Organizational Ecosystem in a collaborative multi-media messaging campaign(s) that promotes career opportunities and advancement, quality of life, cultural diversity and affordability in Fresno.
- Support placemaking initiatives as a way of attracting and retaining prospective workers and professionals.
- Participate in career days and speaking engagements at area schools.
- Facilitate tours of local businesses to become more familiar with their products, operations, production, and markets.
- Sponsor industry-specific business/student roundtable discussions.

OBJECTIVE 4: Address challenges of adult students and those in a career transition or re-entering the workforce.

STRATEGY: Engage policy makers, businesses, and educators in identifying solutions and funding for support services.

- Ensure quality and affordable childcare is accessible in Economic Centers.
- Ensure public transportation routes connect neighborhoods and Economic Centers.
- Promote and incentivize family-friendly workplace practices.
- Support initiatives and identify funding sources for materials and equipment needed for education and training.

5 Implementation

The City of Fresno and the greater Central Valley region enjoy a substantial and proactive group of organizations working collaboratively to protect and improve the region's economic, social, and physical future. Listed on the following page is the Organizational Ecosystem charged with implementing the CEDS according to the organization's area of expertise. Appendix C presents the mission and priorities of these organizations.

Effectively moving the strategies and tactics forward to ultimately realize the goals requires this team of dedicated professionals. Implementing the CEDS strategies involves each member of the Organization Ecosystem to some degree. The schedule below is intended to provide the CEDS Committee, Implementation Team, and City staff with direction on getting started with implementation tasks.

0-30 Days	30-60 Days	60-90 Days
• Determine strategies and tactics to be implemented in Year 1. • Confirm roles and responsibilities for lead and partner organizations.	• Consider using an existing (or obtaining a new) project management and reporting tool. • Ensure all implementing partners have access. • Establish reporting protocols.	• Determine the specific performance metrics to be monitored. • Establish a timeline and responsibilities for collecting and reporting performance. • Input relevant data into project management tool.

CITY OF FRESNO CEDS ORGANIZATIONAL ECOSYSTEM

BUSINESS DEVELOPMENT & JOB CREATION

Asian Business Center and Resource Institute
California State University, Fresno Women's Entrepreneur Center
California Central Valley Economic Development Corporation
California Partnership for the San Joaquin Valley
Central Valley Immigrant Integration Collaborative
Chinatown Fresno Foundation and Partnership
Community & Economic Development Partnership
Fresno/Clovis Convention and Visitors Bureau
Downtown Fresno Partnership
Fresno Area Hispanic Foundation
Fresno Black Chamber of Commerce
Fresno Business Council
Fresno Chamber of Commerce
Fresno Economic Development Corporation
Hmong Business Incubator
San Joaquin Valley Manufacturing Alliance
Valley Small Business Development Corp.

COMMUNITY & NEIGHBORHOOD DEVELOPMENT

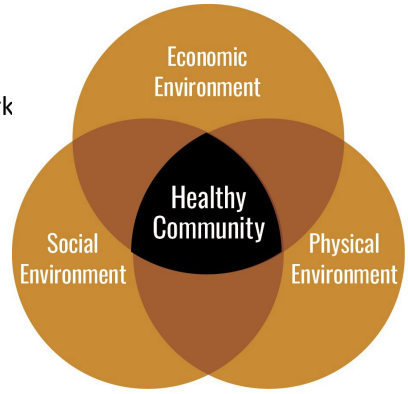
Asian Business Center and Resource Institute
California Partnership for the San Joaquin Valley
Central California Environmental Justice Network
Chinatown Fresno Foundation and Partnership
Community & Economic Development Partnership
Downtown Fresno Partnership
Fresno Building Healthy Communities
Fresno/Clovis Convention and Visitors Bureau
Fresno Economic Development Corporation
Invest Fresno
Leadership Council for Justice
Tower District Marketing Committee
Vision View

DIVERSITY, EQUITY, INCLUSION, ACCESS

Asian Business Center and Resource Institute
California Partnership for the San Joaquin Valley
Central California Environmental Justice Network
Central California Hispanic Chamber of Commerce
Central Valley Immigrant Integration Collaborative
Chinatown Fresno Foundation & Partnership
Community & Economic Development Partnership
Fresno Building Healthy Communities
Fresno Area Hispanic Foundation
Fresno Black Chamber of Commerce
Fresno Economic Opportunities Commission
Leadership Council for Justice
Vision View

EDUCATION & WORKFORCE DEVELOPMENT

California Partnership of the San Joaquin Valley
California State University, Fresno
Fresno City College
Fresno Economic Opportunities Commission Fresno Regional Work
Joaquin Valley Manufacturing Alliance



6 Appendix

A. Strengths Weaknesses Opportunities Threats
B. Economic Conditions
C. Organizational Ecosystem
D. Economic Centers
E. Reference Documents
F. Public Survey
G. Public Notice

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL
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STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23-HK-17983	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Fresno, Valley Teen Ranch

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Fifteen (15) Years from Effective Date

3. The maximum amount of this Agreement is:
$21,983,607.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	23
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	7
	TOTAL NUMBER OF PAGES ATTACHED	43

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	03/19/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CATEGORY 4E

SUCCESSOR AGENCY AFFORDABLE HOUSING DEVELOPMENT OVERVIEW

Overview - Affordable Housing Development
HSA 2012-2025

Affordable Housing Development Expenditures by Income Target Requirements

Housing Asset Transfer Funds	Extremely Low (30% or less of AMI)	Very Low (60% or less of AMI)	Lower (80% or less of AMI)	Moderate (120% or less of AMI)	Total
Hotel Fresno	$451,250	$546,250	$902,500	-	$1,900,000
Fultonia West	-	$870,000	-	-	$870,000
L Street	-	-	-	$1,440,000	$1,440,000
1612 Fulton	-	-	-	$1,900,000	$1,900,000
1608 Broadway	-	-	-	$1,600,000	$1,600,000
1636-1660 Broadway	-	-	-	$1,880,000	$1,880,000
Fulton/Calaveras	-	-	-	$3,500,000	$3,500,000
Edison Plaza	-	$5,665,000	-	-	$5,665,000
sub-total	$451,250	$7,081,250	$902,500	$10,320,000	$18,755,000

Program Income Funds	**30%**	**60%**	**80%**	120%	Total
Annadale - Senior Housing	$984,615	$2,215,385	-	-	$3,200,000
Annadale - Single Family	-	$204,545	$95,455	-	$300,000
Blackstone/McKinley	$2,200,000	-	-	-	$2,200,000
329 N College	-	-	$26,000	-	$26,000
473 N Glenn	$25,000	-	-	-	$25,000
Walnut & Florence	-	$300,588	$429,412	-	$730,000
1740 Van Ness	-	-	$482,553	-	$482,553
Hye Park	-	-	$662,486	-	$662,486
Heritage Estates	-	$560,000	$640,000	-	$1,200,000
sub-total	$3,209,615	$3,280,518	$2,335,905		$8,826,039
TOTAL	**$3,660,865**	**$10,361,768**	**$3,238,405**	**$10,320,000**	**$27,581,039**

Affordable Housing Units by Income Level

	30%	60%	80%	120%	Total Affordable Units	MR	Total Units (including Market Rate)
Hotel Fresno (30%/50%/80%)	19	23	38	-	80	1	81
Fultonia West	-	30	-	-	30	15	45
L Street	-	-	-	9	9	19	28
1612 Fulton	-	-	-	12	12	18	30
1608 Broadway	-	-	-	19	19	-	19
1636-1660 Broadway	-	-	-	12	12	15	27
Fulton/Calaveras	-	-	-	21	21	41	62
Edison Plaza	-	116	-	-	116	12	128
Annadale - Senior Housing	12	27	-	-	39	-	39
Annadale - Single Family	-	15	7	-	22	-	22
Blackstone/McKinley	18	69	-	-	87	1	88
329 N College	-	-	1	-	1	-	1
473 N Glenn	1	-	-	-	1	7	8
Walnut & Florence	-	7	10	-	17	-	17
1740 Van Ness	-	-	6	-	6	22	28
Hye Park	-	-	2	1	3	-	3
Heritage Estates	-	14	16	-	30	3	33
* Cesar Chavez Apts. (land)	9	44	-	-	53	1	54
TOTAL	**59**	**345**	**80**	**74**	**558**	**155**	**713**

* HSA contributing land, COF contributing $5,000,000

CATEGORY 4K

STANDARD AGREEMENT 23-HK-17983

STANDARD AGREEMENT 23-HK-18193

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CONTRACTOR

City of Fresno

a California municipal corporation

By: DocuSigned by: _____ Date: 3/7/2024
4B59C02BA274430...
Georgeanne A. White
City Manager

Address:

2600 Fresno Street, Room 2075
Fresno, CA 93721

Valley Teen Ranch

a California nonprofit public benefit corporation

By: DocuSigned by: Andrea Evans _____ Date: 3/6/2024
B535D08C090A4F1...
Andrea Evans
Chief Executive Officer

Address:

2610 West Shaw Lane, Suite 105
Fresno, CA 93711

City of Fresno

Approved As To Form

By: DocuSigned by: Tracy Parvanian _____ Date: 3/6/2024
C20B3D38494F4C1...
Andrew Janz
City Attorney

Address:

2600 Fresno Street, Room 2075
Fresno, CA 93721

DocuSign Envelope ID: 5F58923B-4B84-4F5D-A7C1-FD1DB983F689

CONTRACTOR

City of Fresno

Attest

By: DocuSigned by: Tina Your 6CA1388820964E3... Date: 3/8/2024

Todd Stermer

City Clerk

Address:

2600 Fresno Street, Room 2075
Fresno, CA 93721

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EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) ("**AB 140**") added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program ("**MHP**") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program – Round 3 ("**Homekey**" or "**Program**"). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("**Department**" or "**HCD**") to administer MHP.

The Department issued a Homekey Program Notice of Funding Availability, Round 3 on March 29, 2023 (the "**NOFA**"). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated March 30, 2022 and amended on May 5, 2022 ("**MHP Guidelines**"), both as amended and in effect from time to time. The NOFA, further, incorporates by reference, the Uniform Multifamily Regulations (UMRs) (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended, except to the extent that any UMR provision would be inconsistent with the provisions of the NOFA. Homekey grant funds are derived primarily from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund ("**CSFRF**"), which was established by the American Rescue Plan Act of 2021 ("**ARPA**") (Pub.L. No. 117-2). Homekey funds are also derived from the State of California's General Fund.

This STD 213, Standard Agreement ("**Agreement**") is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the "**Grant**"). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the "**Program Requirements**"), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

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EXHIBIT A

A. AB 140;

B. The above-referenced MHP statutory scheme;

C. The NOFA;

D. The MHP Guidelines;

E. The UMRs;

F. ARPA and related federal guidance;

G. The award letter issued by the Department to the Grantee; and

H. All other applicable law.

2. Purpose

The Homekey Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases ("**Target Population**").

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. Definitions

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

A. **"Affordability Covenant"** means the legally binding instrument which **(i)** is recorded in first position against Project real property in consideration for the Homekey Program award to the Grantee; **(ii)** imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; and **(iii)** incorporates the Homekey Program Requirements by reference. Upon

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EXHIBIT A

its execution, the Affordability Covenant shall be binding, effective, and enforceable against all successors, transferees, and assignees, in accordance with Section 208 of the NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project. Interim Housing Projects, Permanent Housing Projects, and Permanent Housing Projects on tribal trust land shall be encumbered with 30-year, 55-year, and 50-year Affordability Covenants, respectively.

B. **"AMI"** means Area Median Income.

C. **"Application"** means the application for Grant funds that was submitted in response to the Department's NOFA.

D. "**Assistance Listing Number**" (ALN) formerly known as the Catalog of Federal Domestic Assistance (CFDA) Number, is a five-digit number assigned in the awarding document for all federal assistance award mechanisms.

E. **"Assisted Unit"** means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also "**Youth Assisted Unit**."

F. **"Chronically Homeless"** is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.

G. **"Co-Applicant"** means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).

H. **"Date of Award"** means the date on the award letter issued from the Department to the Grantee.

I. **"Designated Payee"** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.

J. **"Eligible Applicant"** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.

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EXHIBIT A

K. **"Eligible Uses"** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 below of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).

L. **"Expenditure Deadline for Capital Funds"** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the Date of Award. or up to 15 months from the Date of Award if an expenditure deadline extension has been requested and approved by the Department.

M. **"Expenditure Deadline for Operating Funds"** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.

N. **"Grantee or Subrecipient"** means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an "Eligible Applicant," as defined in the NOFA and as set forth above. "**Grantee**" refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a "**Co-Grantee**." On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.

O. **"Homeless Youth"** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as "homeless" under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

P. **"Homeless Youth Project"** means a Project that was prioritized to receive set-aside Homekey funds because **(i)** at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; **(ii)** the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and **(iii)** the Project will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Such Project may also have been prioritized because it is located within a one-mile radius of youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs,

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EXHIBIT A

employment programs, childcare centers for parenting youth, and community centers for youth.

Q. **"Interim Housing"** means any facility whose primary purpose is to provide a temporary shelter for the Target Population and which does not require occupants to sign leases or occupancy agreements.

R. **"Local Public Entity"** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term "**Local Public Entity**" also includes two or more local public entities acting jointly.

S. **"Performance Milestones"** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Grantee's failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.

T. **"Permanent Housing"** means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of tenancy, the landlord does not restrict the tenant's movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.

U. **"Program Requirements"** means the legal authority and Program materials listed at Paragraph 1.A – H, above.

V. **"Project"** means a structure or set of structures with common financing, ownership, and management, which provides Permanent Housing or Interim

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EXHIBIT A

Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.

W. **"Public Entity"** is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and any other state entity, regional entity, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a "**Local Public Entity**" is defined in accordance with Health and Safety Code section 50079 and as set forth above.

X. **"Scope of Work"** or **"Work"** means the work to be performed by the Grantee to accomplish the Program purpose.

Y. **"Supportive Services"** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.

Z. **"Target Population"** means individuals and families who are "homeless" or "at risk of homelessness," as those terms are defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. The Target Population also includes Homeless Youth or Youth at Risk of homelessness. For Grantees utilizing HOME-ARP funding as match, the "Target Population" also includes individuals and families who are "Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking" and "Other Populations" as defined in HUD Community Planning and Development (CPD) Notice 21-10.

AA. **"TCAC"** means the California Tax Credit Allocation Committee.

BB. **"Tribal Entity"** means an entity that meets any of the following criteria:

1) Meets the definition of Indian tribe under section 4103(13)(B) of title 25 of the United States Code;
2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;

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EXHIBIT A

3) Is not a federally recognized tribe, but is either:
   a) Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or
   b) Is an Indian tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.

CC. **"Unique Entity ID**" (UEI) is a 12-character alphanumeric ID assigned to an entity by www.Sam.gov.

DD. **"Youth Assisted Unit"** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also "**Assisted Unit**."

EE. **"Youth at Risk of Homelessness"** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as "at risk of homelessness" or "homeless" under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

4. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after March 3, 2021, by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee's use of the funds and scope of work ("**Scope of Work**" or "**Work**") are specified at Exhibit E of this Agreement.

A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.

B. Master leasing of properties for non-congregate housing.

C. Conversion of units from nonresidential to residential.

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EXHIBIT A

D. New construction of dwelling units.

E. The purchase of affordability covenants and restrictions for units.

F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.

G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. Rent Standards

A. Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit's designated income-eligibility level.

B. Interim Housing. No rent shall be charged to the Target Population residents of Interim Housing.

6. Program Deadlines

A. Acquisition, rehabilitation, and/or construction shall be completed within 12 months of the Date of Award.

B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.

C. The Homekey-funded portion of the operating award must be disbursed by the Department by June 30, 2025. Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.

D. Full occupancy shall be achieved within 15 months of the Date of Award.

7. Performance Milestones

A. Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but

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EXHIBIT A

not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

B. The Department may, in its sole and absolute discretion, approve an extension of the acquisition, rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to the Department's satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances.

C. In no event will the Department approve an extension request in the absence of Grantee's demonstration of good cause for said extension, along with Grantee's reasonable assurances that the extension will not result in Grantee's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request.

D. The Department will not grant extensions of the Expenditure Deadline for Operating Funds.

8. Reporting Requirements

A. Grantee shall submit an annual Homekey Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

B. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

C. Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.

D. In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

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EXHIBIT A

9. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to Homekey3SGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey Program – Round 3 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;

B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);

C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;

D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;

E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement which has been duly executed by the Grantee and approved by the Department;

F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;

G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;

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EXHIBIT B

H. A current title report (dated within 15 days of the request for funds); or for tribal trust land, a title status report ("**TSR**") or an attorney's opinion regarding chain of title and current title status;

I. A Draft Covenant or Regulatory Agreement must be submitted to the Department for review and approval;

J. Any forms, certifications, or documentation required pursuant to Paragraph 1.F– Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and

K. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

A. After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of a Milestone Completion Date as allowed by the NOFA and this Agreement.

B. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing or deposit the Grant funds in an interest-bearing checking or savings account that is insured by the Federal Deposit Insurance Corporation ("**FDIC**"). All interest earned from the deposit of Grant funds shall be used for eligible Program activities.

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EXHIBIT B

B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

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EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

Federal Grant Identification
$435 million of grant funds are derived from U.S. Department of the Treasury FAIN SLFRP3211 (Coronavirus State and Local Fiscal Recovery Fund (CSFRF) established by the Federal American Rescue Plan Act of 2021 (ARPA) (Public Law 11702). CFDA # 21.027 dated 06/04/2021 and $301 million from State General Fund.

1. Effective Date, Term of Agreement, Timing, and Deadlines

A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").

B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Section 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").

C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 1.F – Additional Conditions Precedent to Disbursement of Exhibit E.

D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.

E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty

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(30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause shall consist of Grantee's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.

B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.

C. Grantee's violation of any of the Program Requirements.

D. The Department's determination of the following:

1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or

2) Grantee has concealed any material fact from the Department related to the Application or the Project.

E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

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EXHIBIT D

3. Cancellation

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.

D. The Department may cancel this Agreement, in whole or in part, if **(i)** sufficient funds are not made available by the United States Government; **(ii)** Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or **(iii)** cancellation is otherwise permitted under state contracting law.

E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Grantee shall return any unexpended portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless **(i)** the parties have agreed upon an alternate arrangement in advance and in writing; or **(ii)** an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. Eligible Activities

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

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5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(5), article XXXIV, section 1 of the California Constitution ("**Article XXXIV**") is not applicable to Homekey-funded acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Byrd Anti-Lobbying Amendment

(31 U.S.C. 1352) Grantees, Subrecipients, Co-Applicants, Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Anti-Kickback Act of 1986

Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

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10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Contracting and Labor Standards

A. **Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended)**
Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

B. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 3701–3708)**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

E. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

F. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

12. Domestic Preferences for Procurement 2 CFR Part 184 § 70915

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

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1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment 2 CFR 200.216

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of

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the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See also Public Law 115–232, section 889 for additional information.

F. See also § 200.471.

14. Environmental Compliance

Grantee shall provide a Phase I Environmental Site Assessment ("**ESA**") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Project involves rehabilitation or demolition of existing improvements.

A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

B. Grantee shall comply with the requirements of the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

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amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Homekey-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

F. 2 CFR Part 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

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affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See § 200.323.

G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Insurance

A. Grantee shall obtain the insurance coverages identified in the NOFA. Grantee shall maintain such insurance coverages for either the term of this Agreement or

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the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.

B. If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

16. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

17. Relocation

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

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A. Department-approved relocation plan; or

B. Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

18. One-for-One Replacement of Assisted Units

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 300 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

19. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

A. Fee title.

B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all Program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require both the lessee and the lessor to execute this Agreement.

C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.

D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of

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additional or supplemental evidence of eventual site control closer to any projected close of escrow).

E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).

F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

20. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

21. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

22. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The

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policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

23. Property Management Plan

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

24. Supportive Services Plan

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

25. Nondiscrimination

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

A. Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31

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EXHIBIT D

CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;

B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.";

C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430). Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("**HUD**"). Grantee shall comply with all applicable state and federal fair housing laws;

D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive

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Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); prohibiting age-based discrimination in federally funded activities.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

26. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

A. Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

B. Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("**HUD**"). Grantee shall comply with all applicable state and federal fair housing laws.

27. Grantee Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

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EXHIBIT D

28. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

29. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

30. Tenant Selection

Referrals to Assisted Units shall be made through the local Coordinated Entry System ("**CES**"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

31. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System ("**HDIS**"). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System ("**HMIS**") and comparable data collection systems.

32. Affordability Covenant

A. An Affordability Covenant shall be recorded against the Project real property in accordance with Section 208 of the NOFA and this Agreement. For Interim Housing Projects, the Department will prepare, and the Public Entity or Tribal Entity shall cause, a 30-year Affordability Covenant to be recorded against the Project real property.

B. For Interim Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 30-year Affordability

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EXHIBIT D

Covenant to be recorded against the Project real property during the interim phase and upon conversion to permanent housing the public entity or tribal entity shall cause a 55-year affordability covenant.

C. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare and cause a 55-year Affordability Covenant to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year Affordability Covenant shall be recorded against the Project real property.

D. The Affordability Covenant shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.

E. The Affordability Covenant shall include occupancy and rent restrictions that maintain the Project's accessibility to the Target Population over the full term of the Affordability Covenant.

F. All Affordability Covenants are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

33. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

34. Retention, Inspection, and Audit of Records

A. Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

B. The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office,

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EXHIBIT D

and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

D. If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

E. If so directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

35. <u>Site Inspection</u>

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with] the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

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EXHIBIT D

36. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the Homekey program.

B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

37. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

38. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

39. Litigation

Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

40. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the

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EXHIBIT D

Department. All prior representations, statements, negotiations, and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

41. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified at Health and Safety Code section 50406, subdivision (p).

42. Waivers

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

43. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

A. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Debarred contractors: It certifies that neither the Applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or

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EXHIBIT D

voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the Homekey program, per the Excluded Party List System located at https://www.sam.gov/SAM/. In addition, the Applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the Homekey program under the provisions of 24 CFR Part 24.

Single Audit Requirements: Grantee is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

44. Disputes

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

45. Consent

The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

46. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

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EXHIBIT D

47. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

48. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

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EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS
Permanent Housing

1. PROJECT-SPECIFIC PROVISIONS

Project Name: Welcome Home

Address: 6507 N. Polk Avenue, Fresno, CA 93722

Assessor Parcel Numbers (APNs): 506-130-04s

A. Permanent Housing – Award, Disbursement, and Eligible Use(s)

Grantee received Homekey Program award letter on **September 26, 2023** (the "**Award Date**"). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of $21,983,607.00 (the "**Award**"). The Payee of these funds is City of Fresno. Grantee will use the funds to provide Permanent Housing for the Target Population and subpopulations as specified in the unit mix chart included herein. Specifically, the Grantee will apply these funds towards the following eligible use(s):

1) Acquisition of land

2) New construction of dwelling units to provide Permanent Housing for the Target Population.

3) Capitalization of an operating subsidy for the Assisted Units.

The Homekey Award is comprised of:

Total Award	$21,983,607.00
Capital Award	$20,261,675.00
Acquisition	$1,228,230.00
Rehabilitation	$0.00
Master Leasing	$0.00
New Construction	$19,033,445.00
Affordability Covenants	$0.00
Relocation	$0.00
Operating Award	$1,721,932.00

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EXHIBIT E

B. **Unit Mix**

# of Bedrooms	Total Homekey Units	Homekey -funded Manager Units	Homekey Assisted Units	AMI Income Limit	Target Population or Subpopulation Restriction
1-Bedroom	35	0	35	30%	Homeless
1-Bedroom	60	0	60	30%	Homeless Youth or Youth At-Risk of Homelessness
1-Bedroom	1	1	0	None	N/A
Totals:	**96**	**1**	**95**		

Grantee must use referrals to the Homekey Assisted Units through the local Coordinated Entry System (CES) or comparable prioritization system based on greatest need. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implementation consistent with the requirements set forth in the Homekey NOFA.

C. **Project Narrative**

1) Welcome Home is a 96-unit acquisition and new construction modular project with one-bedroom units, comprised of 95 one-bedroom units and one-bedroom manager unit. The Project will serve 35 homeless individuals, as well as 60 at-risk homeless youth and homeless youth, and will provide permanent supportive housing for households with the incomes equal to or less than 30% of Area Median income (AMI). The Project will consist of 4 two story residential buildings that includes a manager's office, three common buildings that will include a laundry room, multipurpose room storage and thirty-eight parking spaces. Offsite amenities, within two miles of the project, include a transportation stop, qualifying medical clinic, grocery store, pharmacy, and public park.

2) **Homeless Youth Project.** This Project received set-aside funding as a Homeless Youth Project. The Grantee shall have jointly applied and/or partnered with a nonprofit corporation with experience serving the

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EXHIBIT E

foregoing subpopulation; and the Project shall provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Grantee shall abide by all additional representations in the Application that qualified the Grantee's Project for prioritized funding as a Homeless Youth Project.

3) **Set-Aside Funds – Homeless Youth or Youth at Risk of Homelessness Occupancy.** This Project's Award included set-aside funds for Homeless Youth or Youth at Risk of Homelessness in the amount of $14,624,292.00. In exchange for these set-aside funds, the Grantee has agreed that at least **60** units in this Project will be restricted to occupancy by Homeless Youth or Youth at Risk of Homelessness for the duration of the 55-year regulatory term.

D. **Scope of Work**

The project consists of 96 units, 95 units of Permanent Housing for persons experiencing homelessness, youth homelessness and youth at risk of homelessness, and 1 manager unit. Each unit will include a kitchenette with quartz countertop, combination microwave/convection oven/air fryer, refrigerator and kitchen sink, private bathroom, as well as a bed, dresser, table and chairs, bedside table, and lamps. The project will be developed using wood volumetric modular construction that will be manufactured offsite to meet or exceed conventional construction codes and then transported and set on a permanent foundation. Grantee shall assure that the case manager ratio for this project will be maintained at 11.9 to 1 for the Homeless, Homeless Youth or Youth at Risk of Homelessness. City of Fresno will manage the property and coordinate with Valley Teen Ranch to provide the Homeless, Homeless Youth or Youth at Risk of Homelessness, tenants supportive services. Supportive services will be provided on- and off-site. Case managers will assist residents with utilizing public transportation. If public transportation is unavailable, transportation will be provided for off-site services.

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EXHIBIT E

E. **Grantee Contract Coordinator**

Authorized Representative Name:	Georgeanne A. White
Authorized Representative Title:	City Manager
Entity Name:	City of Fresno
Address:	2600 Fresno Street, Fresno, CA 93721
Telephone No.:	(559) 621-7795
E-Mail Address:	georgeanne.white@fresno.gov

Authorized Representative Name:	Andrea Evans
Authorized Representative Title:	CEO
Entity Name:	Nonprofit Corporation
Address:	2610 W Shaw Lane, Fresno, CA 93711
Telephone No.:	(559) 437-1144
E-Mail Address:	andrea.evans@valleyteenranch.org

F. **Additional Conditions Precedent to Disbursement**

None

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EXHIBIT E

G. **Budget Detail**

1) Grantee is obligated to cover the new construction, acquisition, operations, and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:

   a. Homekey award dated September 26, 2023, for a funding commitment of $21,983,607.00 for new construction.

   b. Valley Teen Ranch letter dated May 6, 2023, for a funding commitment of $1,561,676.00 as development match for the Valley Teen Ranch Housing Welcome Home project.

   c. City of Fresno American Rescue Plan Act funds commitment of $2,800,000.00 for new construction.

2) Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-Homekey sources of rental or operating subsidies:

   a. Valley Teen Ranch operating subsidy enforceable funding commitment of $20,501,290.00 for the project.

2. Performance Milestones

Performance Milestones	Milestone Completion Date
Project escrow must be closed, and Capital funds must be fully expended.	December 26, 2024 (Date includes 7-month extension)
Homekey-funded operating funds must be fully expended.	June 30, 2026
All Acquisition, Construction and/or Rehabilitation of the Homekey Project must be completed.	September 26, 2024

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EXHIBIT E

Performance Milestones	Milestone Completion Date
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	December 26, 2024
A copy of Grantee's written nondiscrimination policy (in accordance with Exhibit D of this Agreement) must be submitted to the Department.	May 28, 2024
A Department-approved Affordability Covenant must be recorded against the Project real property after the Departments approval to record, and as specified and described in the NOFA and this Agreement.	90 days from Standard Agreement execution *But not before Department approval
A copy of the Notice of Exemption from the California Environmental Quality Act (CEQA) filed with the Office of Planning and Research (OPR) as applicable.	May 28, 2024
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement.

3. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

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EXHIBIT E

A. **Affordability Covenant**

1) The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-year Affordability Covenant that **(a)** is recorded in first position against the Project for the benefit of the state, regional, local, or tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department.

2) The Affordability Covenant must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the Affordability Covenant prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Affordability Covenant.

3) Unless otherwise authorized by the prior and express written approval of the Department, the Affordability Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

B. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as per NOFA Section 304, Application Scoring Criteria, (3)(c), 100 percent of the Assisted Units.

C. Grantee has committed to the following accessibility details for the Project, as per NOFA Section 304, Application Scoring Criteria, (3)(d), the Project will exceed the state and federal accessibility requirements set forth in the NOFA. At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities; and At least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities.

D. **Supportive Services Plans** required by HCD must be received by HCD no later than 90 days prior to occupancy.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23-HK-18193	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Fresno, and Fresno Mission Communities, Inc.

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Fifteen (15) Years from Effective Date

3. The maximum amount of this Agreement is:
$9,598,131.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	23
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	7
	TOTAL NUMBER OF PAGES ATTACHED	43

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
See Attached

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Diana Malimon	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Diana Malimon	07/11/2024

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

Docusign Envelope ID: 358FF4BB-EDDB-419B-A69D-449B0F455DC7

CONTRACTOR

City of Fresno
a California City

By: _____ Date: July 8, 2024

Georgeanne White
City Manager

Address:

2600 Fresno Street, Room 2156
Fresno, CA 93721

Fresno Mission Communities, Inc.
a California nonprofit public benefit corporation

By: DocuSigned by: Matthew Dildine ED73AB77A768482... Date: 7/9/2024

Matthew Dildine
Chief Executive Officer

Or

By: DocuSigned by: Nathan Freeland 5E2B6D70BE97474... Date: 7/9/2024

Nathan Freeland
Chief Strategy Officer

Address:

263 G Street
Fresno, CA 93706

Docusign Envelope ID: 358FF4BB-EDDB-419B-A69D-449B0F455DC7

CONTRACTOR

City of Fresno

Approved As To Form

By: DocuSigned by: Andrew Janz B12ED8356AF64DB... Date: 7/10/2024

Andrew Janz

City Attorney

Address:

2600 Fresno Street
Fresno, CA 93721

City of Fresno

Attest

By: DocuSigned by: Bernard Caney F9ABC6856CCF424... Date: 7/10/2024

Todd Stermer, CMC

City Clerk

Address:

2600 Fresno Street
Fresno, CA 93721

Prep Date: 02/23/2024

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) ("**AB 140**") added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program ("**MHP**") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program – Round 3 ("**Homekey**" or "**Program**"). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development ("**Department**" or "**HCD**") to administer MHP.

The Department issued a Homekey Program Notice of Funding Availability, Round 3 on March 29, 2023 (the "**NOFA**"). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated March 30, 2022, and amended on May 5, 2022 ("**MHP Guidelines**"), both as amended and in effect from time to time. The NOFA, further, incorporates by reference, the Uniform Multifamily Regulations (UMRs) (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended, except to the extent that any UMR provision would be inconsistent with the provisions of the NOFA. Homekey grant funds are derived primarily from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund ("**CSFRF**"), which was established by the American Rescue Plan Act of 2021 ("**ARPA**") (Pub.L. No. 117-2). Homekey funds are also derived from the State of California's General Fund.

This STD 213, Standard Agreement ("**Agreement**") is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the "**Grant**"). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the "**Program Requirements**"), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

EXHIBIT A

A. AB 140;

B. The above-referenced MHP statutory scheme;

C. The NOFA;

D. The MHP Guidelines;

E. The UMRs;

F. ARPA and related federal guidance;

G. The award letter issued by the Department to the Grantee; and

H. All other applicable law.

2. Purpose

The Homekey Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases ("**Target Population**").

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. Definitions

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

A. **"Affordability Covenant"** means the legally binding instrument which **(i)** is recorded in first position against Project real property in consideration for the Homekey Program award to the Grantee; **(ii)** imposes use, operation, occupancy, and affordability restrictions on the real property and improvements; and **(iii)** incorporates the Homekey Program Requirements by reference. Upon its execution, the Affordability Covenant shall be binding, effective, and

EXHIBIT A

enforceable against all successors, transferees, and assignees, in accordance with Section 208 of the NOFA, after a certificate of occupancy or its equivalent has been issued for the Project, or if no such certificate is issued, from the date of initial occupancy of the Project. Interim Housing Projects, Permanent Housing Projects, and Permanent Housing Projects on tribal trust land shall be encumbered with 30-year, 55-year, and 50-year Affordability Covenants, respectively.

B. **"AMI"** means Area Median Income.

C. **"Application"** means the application for Grant funds that was submitted in response to the Department's NOFA.

D. "**Assistance Listing Number**" (ALN) formerly known as the Catalog of Federal Domestic Assistance (CFDA) Number, is a five-digit number assigned in the awarding document for all federal assistance award mechanisms.

E. **"Assisted Unit"** means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also "**Youth Assisted Unit**."

F. **"Chronically Homeless"** is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.

G. **"Co-Applicant"** means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).

H. **"Date of Award"** means the date on the award letter issued from the Department to the Grantee.

I. **"Designated Payee"** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.

J. **"Eligible Applicant"** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.

EXHIBIT A

K. **"Eligible Uses"** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 below of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).

L. **"Expenditure Deadline for Capital Funds"** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the Date of Award. or up to 15 months from the Date of Award if an expenditure deadline extension has been requested and approved by the Department.

M. **"Expenditure Deadline for Operating Funds"** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.

N. **"Grantee or Subrecipient"** means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an "Eligible Applicant," as defined in the NOFA and as set forth above. "**Grantee**" refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a "**Co-Grantee**." On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.

O. **"Homeless Youth"** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as "homeless" under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

P. **"Homeless Youth Project"** means a Project that was prioritized to receive set-aside Homekey funds because **(i)** at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; **(ii)** the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and **(iii)** the Project will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care. Such Project may also have been prioritized because it is located within a one-mile radius of youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs, employment programs, childcare centers for parenting youth, and community centers for youth.

EXHIBIT A

Q. **"Interim Housing"** means any facility whose primary purpose is to provide a temporary shelter for the Target Population, and which does not require occupants to sign leases or occupancy agreements.

R. **"Local Public Entity"** is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term "**Local Public Entity**" also includes two or more local public entities acting jointly.

S. **"Performance Milestones"** means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Grantee's failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.

T. **"Permanent Housing"** means housing, dwellings, or other living accommodations where the landlord does not limit the tenant's length of tenancy, the landlord does not restrict the tenant's movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.

U. **"Program Requirements"** means the legal authority and Program materials listed at Paragraph 1.A – H, above.

V. **"Project"** means a structure or set of structures with common financing, ownership, and management, which provides Permanent Housing or Interim Housing for the Target Population, and which is subject to an appropriate Affordability Covenant in accordance with Section 208 of the NOFA.

W. **"Public Entity"** is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and

EXHIBIT A

any other state entity, regional entity, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a "**Local Public Entity**" is defined in accordance with Health and Safety Code section 50079 and as set forth above.

X. **"Scope of Work"** or **"Work"** means the work to be performed by the Grantee to accomplish the Program purpose.

Y. **"Supportive Services"** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.

Z. **"Target Population"** means individuals and families who are "homeless" or "at risk of homelessness," as those terms are defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases. The Target Population also includes Homeless Youth or Youth at Risk of homelessness. For Grantees utilizing HOME-ARP funding as match, the "Target Population" also includes individuals and families who are "Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking" and "Other Populations" as defined in HUD Community Planning and Development (CPD) Notice 21-10.

AA. **"TCAC"** means the California Tax Credit Allocation Committee.

BB. **"Tribal Entity"** means an entity that meets any of the following criteria:

1) Meets the definition of Indian tribe under section 4103(13)(B) of title 25 of the United States Code;
2) Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;
3) Is not a federally recognized tribe, but is either:
    a) Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or

EXHIBIT A

b) Is an Indian tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.

CC. **"Unique Entity ID**" (UEI) is a 12-character alphanumeric ID assigned to an entity by www.Sam.gov.

DD. **"Youth Assisted Unit"** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also "**Assisted Unit**."

EE. **"Youth at Risk of Homelessness"** means a child, a youth, or a current or former foster youth through the age of 25 who qualifies as "at risk of homelessness" or "homeless" under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

4. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after March 3, 2021, by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee's use of the funds and scope of work ("**Scope of Work**" or "**Work**") are specified at Exhibit E of this Agreement.

A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.

B. Master leasing of properties for non-congregate housing.

C. Conversion of units from nonresidential to residential.

D. New construction of dwelling units.

E. The purchase of affordability covenants and restrictions for units.

F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.

EXHIBIT A

G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. Rent Standards

A. Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit's designated income-eligibility level.

B. Interim Housing. No rent shall be charged to the Target Population residents of Interim Housing.

6. Program Deadlines

A. Acquisition, rehabilitation, and/or construction shall be completed within 12 months of the Date of Award.

B. Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds.

C. The Homekey-funded portion of the operating award must be disbursed by the Department by June 30, 2025. Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.

D. Full occupancy shall be achieved within 15 months of the Date of Award.

7. Performance Milestones

A. Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a "**Milestone Completion Date**"). The Performance Milestones shall include, but not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, or occupancy deadline.

B. The Department may, in its sole and absolute discretion, approve an extension of the acquisition, rehabilitation, construction, and/or occupancy deadlines if the Grantee demonstrates, to the Department's satisfaction, that the relevant delay is caused by reasonably unforeseeable events, conditions, or circumstances.

EXHIBIT A

C. In no event will the Department approve an extension request in the absence of Grantee's demonstration of good cause for said extension, along with Grantee's reasonable assurances that the extension will not result in Grantee's failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement. Construction labor shortages and supply chain issues do not constitute reasonably unforeseeable events, conditions, or circumstances for purposes of an extension request.

D. The Department will not grant extensions of the Expenditure Deadline for Operating Funds.

8. Reporting Requirements

A. Grantee shall submit an annual Homekey Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

B. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

C. Upon the Department's request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project's completion milestones and any updates or substantial changes.

D. In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

9. Department Contract Coordinator

The Department's Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director's designee. Unless otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to Homekey3SGM@hcd.ca.gov:

EXHIBIT A

California Department of Housing and Community Development
Attention: Homekey Program – Round 3 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;

B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);

C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;

D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;

E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement which has been duly executed by the Grantee and approved by the Department;

F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;

G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;

H. A current title report (dated within 15 days of the request for funds); or for tribal

EXHIBIT B

trust land, a title status report ("**TSR**") or an attorney's opinion regarding chain of title and current title status;

I. A Draft Covenant or Regulatory Agreement must be submitted to the Department for review and approval;

J. Any forms, certifications, or documentation required pursuant to Paragraph 1.F– Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and

K. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

A. After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of a Milestone Completion Date as allowed by the NOFA and this Agreement.

B. FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing or deposit the Grant funds in an interest-bearing checking or savings account that is insured by the Federal Deposit Insurance Corporation ("**FDIC**"). All interest earned from the deposit of Grant funds shall be used for eligible Program activities.

B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with

EXHIBIT B

accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than thirty (30) calendar days after the applicable Expenditure Deadline.

Department of Housing and Community Development
Accounting Division, Suite 300
2020 W. El Camino Avenue
Sacramento, California 95833

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

Federal Grant Identification
$435 million of grant funds are derived from U.S. Department of the Treasury FAIN SLFRP3211 (Coronavirus State and Local Fiscal Recovery Fund (CSFRF) established by the Federal American Rescue Plan Act of 2021 (ARPA) (Public Law 11702). CFDA # 21.027 dated 06/04/2021 and $301 million from State General Fund.

1. Effective Date, Term of Agreement, Timing, and Deadlines

A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").

B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Section 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").

C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 1.F – Additional Conditions Precedent to Disbursement of Exhibit E.

D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.

E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

EXHIBIT D

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty (30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity. Cause shall consist of Grantee's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.

B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.

C. Grantee's violation of any of the Program Requirements.

D. The Department's determination of the following:

1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or

2) Grantee has concealed any material fact from the Department related to the Application or the Project.

E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute

EXHIBIT D

discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

3. Cancellation

A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.

D. The Department may cancel this Agreement, in whole or in part, if **(i)** sufficient funds are not made available by the United States Government; **(ii)** Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or **(iii)** cancellation is otherwise permitted under state contracting law.

E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Grantee shall return any unexpended portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless **(i)** the parties have agreed upon an alternate arrangement in advance and in writing; or **(ii)** an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. Eligible Activities

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

EXHIBIT D

5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(5), article XXXIV, section 1 of the California Constitution ("**Article XXXIV**") is not applicable to Homekey-funded acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Byrd Anti-Lobbying Amendment

(31 U.S.C. 1352) Grantees, Subrecipients, Co-Applicants, Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Anti-Kickback Act of 1986

Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.

EXHIBIT D

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Contracting and Labor Standards

A. **Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended)**
Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.

B. **Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 3701–3708)**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under

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contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

E. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

F. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

12. Domestic Preferences for Procurement 2 CFR Part 184 § 70915

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

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1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment 2 CFR 200.216

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2) Telecommunications or video surveillance services provided by such entities or using such equipment.

3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

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owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See also Public Law 115–232, section 889 for additional information.

F. See also § 200.471.

14. Environmental Compliance

Grantee shall provide a Phase I Environmental Site Assessment ("**ESA**") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Project involves rehabilitation or demolition of existing improvements.

A. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

B. Grantee shall comply with the requirements of the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal

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awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.

D. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

E. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Homekey-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.

F. 2 CFR Part 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. See § 200.323.

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G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. Insurance

A. Grantee shall obtain the insurance coverages identified in the NOFA. Grantee shall maintain such insurance coverages for either the term of this Agreement or the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall

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provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.

B. If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

16. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

17. Relocation

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

A. Department-approved relocation plan; or

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B. Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

18. One-for-One Replacement of Assisted Units

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 300 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

19. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

A. Fee title.

B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all Program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require both the lessee and the lessor to execute this Agreement.

C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.

D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).

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E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation, that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).

F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

20. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

21. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

22. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

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23. Property Management Plan

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

24. Supportive Services Plan

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

25. Nondiscrimination

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

A. Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the

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Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;

B. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.";

C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.); Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430). Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("**HUD**"). Grantee shall comply with all applicable state and federal fair housing laws;

D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;

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E. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.); prohibiting age-based discrimination in federally funded activities.

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

26. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

A. Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C §2000a, et seq.), and the Fair Housing Act (42 U.S.C. §3601, et seq.), according to 42 U.S.C. §5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

B. Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development ("**HUD**"). Grantee shall comply with all applicable state and federal fair housing laws.

27. Grantee Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

28. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over

such certificates.

29. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

30. Tenant Selection

Referrals to Assisted Units shall be made through the local Coordinated Entry System ("**CES**"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

31. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System ("**HDIS**"). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System ("**HMIS**") and comparable data collection systems.

32. Affordability Covenant

A. An Affordability Covenant shall be recorded against the Project real property in accordance with Section 208 of the NOFA and this Agreement. For Interim Housing Projects, the Department will prepare, and the Public Entity or Tribal Entity shall cause, a 30-year Affordability Covenant to be recorded against the Project real property.

B. For Interim Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 30-year Affordability Covenant to be recorded against the Project real property during the interim phase and upon conversion to permanent housing the public entity or tribal entity shall cause a 55-year affordability covenant.

C. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare

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and cause a 55-year Affordability Covenant to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year Affordability Covenant shall be recorded against the Project real property.

D. The Affordability Covenant shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.

E. The Affordability Covenant shall include occupancy and rent restrictions that maintain the Project's accessibility to the Target Population over the full term of the Affordability Covenant.

F. All Affordability Covenants are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

33. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

34. Retention, Inspection, and Audit of Records

A. Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

B. The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

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C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

D. If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

E. If so, directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

35. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with] the Program Requirements, the Department reserves the right to rescind the award and the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

36. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the Homekey program.

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B. Grantee shall comply with the requirements of 24 CFR 570.480 et seq., the Housing and Urban Development (HUD) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 2400, Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. § 12701 et seq.) and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

37. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

38. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

39. Litigation

Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

40. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the Department. All prior representations, statements, negotiations, and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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41. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified at Health and Safety Code section 50406, subdivision (p).

42. Waivers

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

43. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

A. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR Part 200.300 et seq, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Debarred contractors: It certifies that neither the Applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the Homekey program, per the Excluded Party List System located at https://www.sam.gov/SAM/. In addition, the Applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the Homekey program under the provisions of 24 CFR Part 24.

Single Audit Requirements: Grantee is responsible for complying, as necessary, with

EXHIBIT D

the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

44. Disputes

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

45. Consent

The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

46. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

47. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

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48. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT-SPECIFIC PROVISIONS

Project Name: City Studios

Address: 3876 North Blackstone Avenue, Fresno, CA 93726

Assessor Parcel Numbers (APNs): 436-260-22

A. Permanent Housing – Award, Disbursement, and Eligible Use(s)

Grantee received Homekey Program award letter on **February 14, 2024** (the "**Award Date**"). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of $9,598,131 (the "**Award**"). The payee of these funds is **City of Fresno**. Grantee will use the funds to provide Permanent Housing for the Target Population and subpopulations as specified in the unit mix chart included herein. Specifically, the Grantee will apply these funds towards the following eligible use(s):

1) Acquisition and rehabilitation of a hotel to provide Permanent Housing for Homeless Youth or Youth at Risk of Homeless.

2) Capitalization of an operating subsidy for the Assisted Units.

The Homekey Award is comprised of:

Total Award	$9,598,131
Capital Award	$8,510,526
Acquisition	$0
Rehabilitation	$8,460,526
Master Leasing	$0
New Construction	$0
Affordability Covenants	$0
Relocation	$50,000
Operating Award	$1,087,605

EXHIBIT E

B. **Unit Mix**

# of Bedrooms	Total Homekey Units	Homekey-funded Manager Units	Homekey-Assisted Units	AMI Income Limit	Target Population or Subpopulation Restriction
0-(Studio)	11	0	11	30%	At-Risk of Homelessness
0-(Studio)	10	0	10	30%	Homeless Youth or Youth At-Risk of Homelessness
1-Bedroom	9	0	9	30%	At-Risk of Homelessness
2-Bedroom	2	0	2	30%	At-Risk of Homelessness
3-Bedroom	1	0	1	30%	At-Risk of Homelessness
3-Bedroom	1	1	0	0	N/A
Totals:	34	1	33		N/A

Grantee must use referrals to the Homekey Assisted Units through the local Coordinated Entry System (CES) or comparable prioritization system based on greatest need. All referral protocols for Homekey Assisted Units must be developed in collaboration with the local CoC and implementation consistent with the requirements set forth in the Homekey NOFA.

C. **Project Narrative**

The City Studios is a 44-unit acquisition & rehabilitation project, which will be converted to 21 studio, 9 one-bedroom, 2 two-bedroom, and 1 three-bedroom units and 1 three-bedroom manager unit. The project will serve 23 at-risk of homelessness and 10 homelessness youth or youth at risk of homelessness and will provide Permanent Supportive Housing for households with incomes equal to or less than 30% of Area Median Income (AMI). Seven (7) units will be converted to be fully accessible for persons with ADA mobility disabilities, and seven (7) units will include features accessible to persons with hearing or vision disabilities. The Project will consist of 1 two-story motel requiring moderate rehabilitation but substantial upgrades such as the installation of kitchenettes in each of the rooms.

EXHIBIT E

Off-site amenities within ½ mile include transit station, full-scale grocery store, pharmacy, and public park. Within 1 mile, there is a medical clinic.

D. **Scope of Work**

The Travelodge at 3876 N. Blackstone Avenue, Fresno, CA, is being acquired by the City of Fresno under a contract to convert the 44-unit motel into 33 permanent supportive housing apartments for homeless persons, families, and young people, plus one manager's unit. There will be significant improvements needed, such adding kitchenettes to every room, but also moderate rehabilitation. To accommodate larger households, this property contains a few larger two- and three-bedroom units. New HVAC systems, flooring, and appliances will be installed in every unit.

Updates will include a path of travel/ramps/signage/parking, etc. to ADA standards and include a path of travel to the trash enclosure; Address all life safety items; Patch, stripe, and seal coat asphalt; New concrete curbing and walkways; A new wrought iron fence with an automatic gate and keypad and an auto gate with a code. New fire sprinklers throughout; Update the laundry room to code and be ADA compliant. Ensure sufficient site lighting for access and security purposes; Add new mailboxes for tenants. Update existing parking for ADA Convert the former pool area to a landscape/common area; Revise the trash enclosure for ADA access and a pedestrian gate. Replace all exterior and interior doors and hardware. Replace all windows. All new appliances; Replace all vertical blinds. Add data drops for each unit, office, and manager's unit. Supportive services will be provided on- and off-site.

Grantee shall assure the case manager ratio for this project will be maintained at 8:3 for the At-Risk of Homelessness and Homeless Youth or Youth at Risk of Homelessness population(s).

Fresno Mission Communities will manage the property and coordinate with Resiliency Center, Mission Staffing, Fresno County Department of Behavioral Health, Fresno Mission City Center Campus, and Fresno City College HOPE Program to provide the At-Risk of Homelessness and Homeless Youth or Youth at Risk of Homelessness population(s).

EXHIBIT E

E. **Grantee Contract Coordinator**

Authorized Representative Name:	Georgeanne White
Authorized Representative Title:	City Manager
Entity Name:	City of Fresno
Address:	2600 Fresno Street, Fresno, CA 93721
Telephone No.:	(559) 621-7795
E-Mail Address:	georgeanne.white@fresno.gov

Authorized Representative Name:	Matthew Dildine
Authorized Representative Title:	Chief Executive Officer
Entity Name:	Fresno Mission Communities, Inc.
Address:	263 G Street, Fresno, CA 93706
Telephone No.:	(559) 268-0839
E-Mail Address:	mdildine@fresnomission.org

F. **Additional Conditions Precedent to Disbursement**

1) Supportive Services Plan must be approved by HCD prior to disbursement.

G. **Budget Detail**

1) Grantee is obligated to cover the Project's development, operations, and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:

    a) Homekey award dated February 14, 2024, for a funding commitment of $9,598,131.

EXHIBIT E

b) City of Fresno Loan for a funding commitment of $600,000.

c) California Interagency Council on Homelessness-Encampment Resolution Funding for a funding commitment of $4,400,000.

2) Grantee shall maintain the ongoing affordability of the Project by leveraging the following non-Homekey sources of rental or operating subsidies:

a) Fresno Mission Operating Subsidy-Board Resolution letter executed on January 25, 2024, for a funding commitment of $6,218,065, from general funds, for a term of 15 years.

H. **Performance Milestones**

Performance Milestones	Milestone Completion Date
Project escrow must be closed, and Capital funds must be fully expended.	May 14, 2025, This date includes a 7-month extension granted by the Department.
Homekey-funded operating funds must be fully expended.	June 30, 2026
All Acquisition, Construction and/or Rehabilitation of the Homekey Project must be completed.	February 14, 2025
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	May 15, 2025
A copy of Grantee's written nondiscrimination policy (in accordance with Exhibit D of this Agreement) must be submitted to the Department.	October 14, 2024

EXHIBIT E

Performance Milestones	Milestone Completion Date
A Department-approved Affordability Covenant must be recorded against the Project real property after the Departments approval to record, and as specified and described in the NOFA and this Agreement.	90 days from Standard Agreement execution But not before Department approval
A copy of the Notice of Exemption from the California Environmental Quality Act (CEQA) filed with the Office of Planning and Research (OPR) as applicable.	October 14, 2024
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement.

2. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

A. Affordability Covenant

1) The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-year Affordability Covenant that **(a)** is recorded in first position against the Project for the benefit of the state, regional, local, or tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department.

2) The Affordability Covenant must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the

EXHIBIT E

Affordability Covenant prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Affordability Covenant.

3) Unless otherwise authorized by the prior and express written approval of the Department, the Affordability Covenant must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

B. Grantee has committed to serve specific sub-populations as per NOFA Section 304, Application Scoring Criteria (3)(a)**.** Grantee shall ensure that at least 25 percent of the Project's Assisted Units are restricted to occupancy by households experiencing at Risk of Homelessness, Homeless Youth or Youth at Risk of Homelessness.

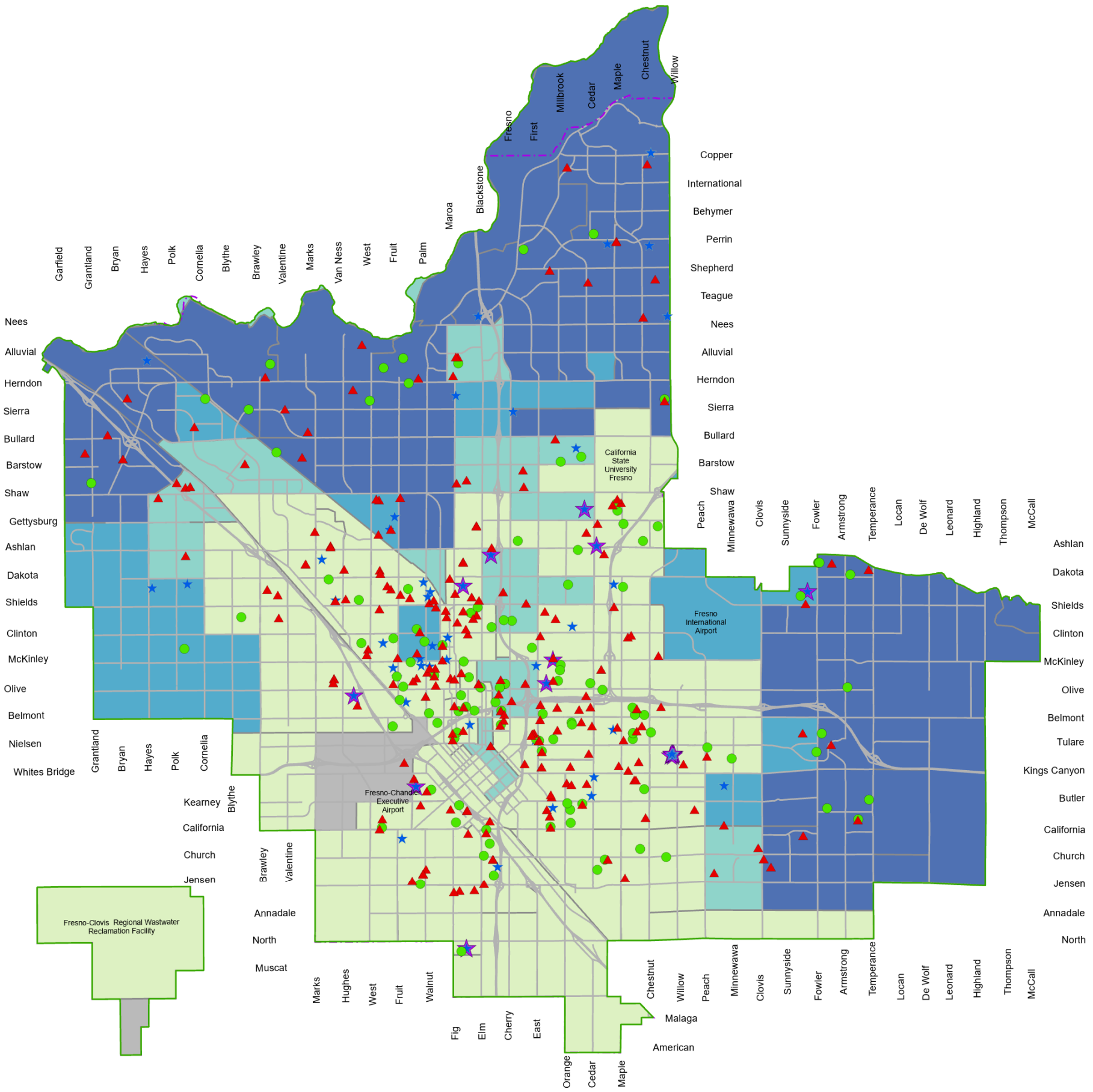
C. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as per NOFA Section 304, Application Scoring Criteria, (3)(c), for 100 percent of the Assisted Units.

D. Grantee has committed to the following accessibility details for the Project, as per NOFA Section 304, Application Scoring Criteria, (3)(d), the Project will exceed the state and federal accessibility requirements set forth in the NOFA. At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities and/or at least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities.

MULTIPLE CATEGORIES

MAPS

ADU Production 2022-2025



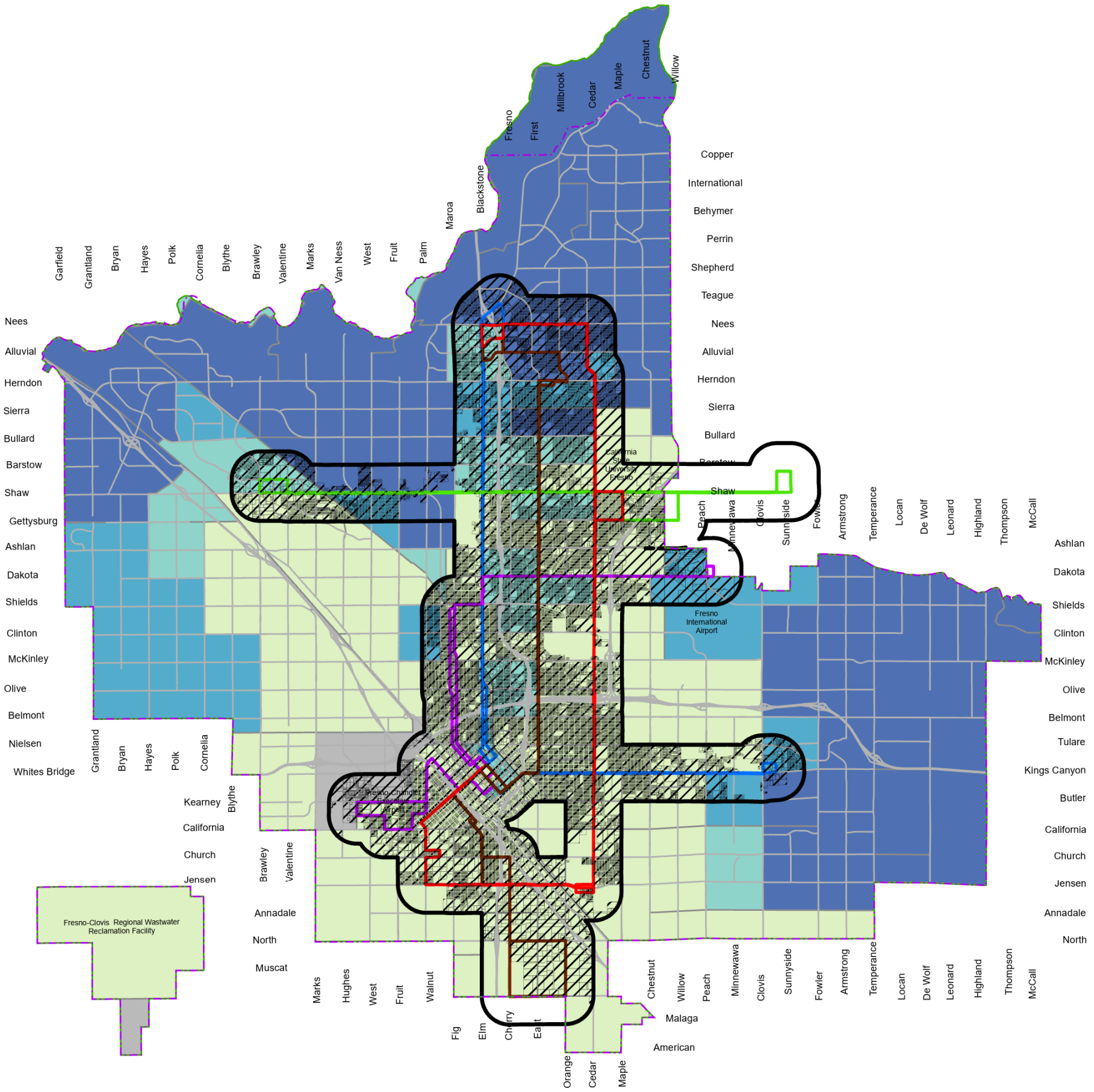
Legend

- Fresno Planning Boundary
- Sphere of Influence
- ADU-Application Submitted (240)
- ADU-Permit Issued (115)
- ADU-Complete (60)
- ADU-CoF ADU Program Template Used and Complete (17)

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Brownfield Sites within ½ Mile of High Frequency Transit



Legend

- Fresno Planning Boundary
- Sphere of Influence
- Brownfields
- 1/2 Mile Buffer

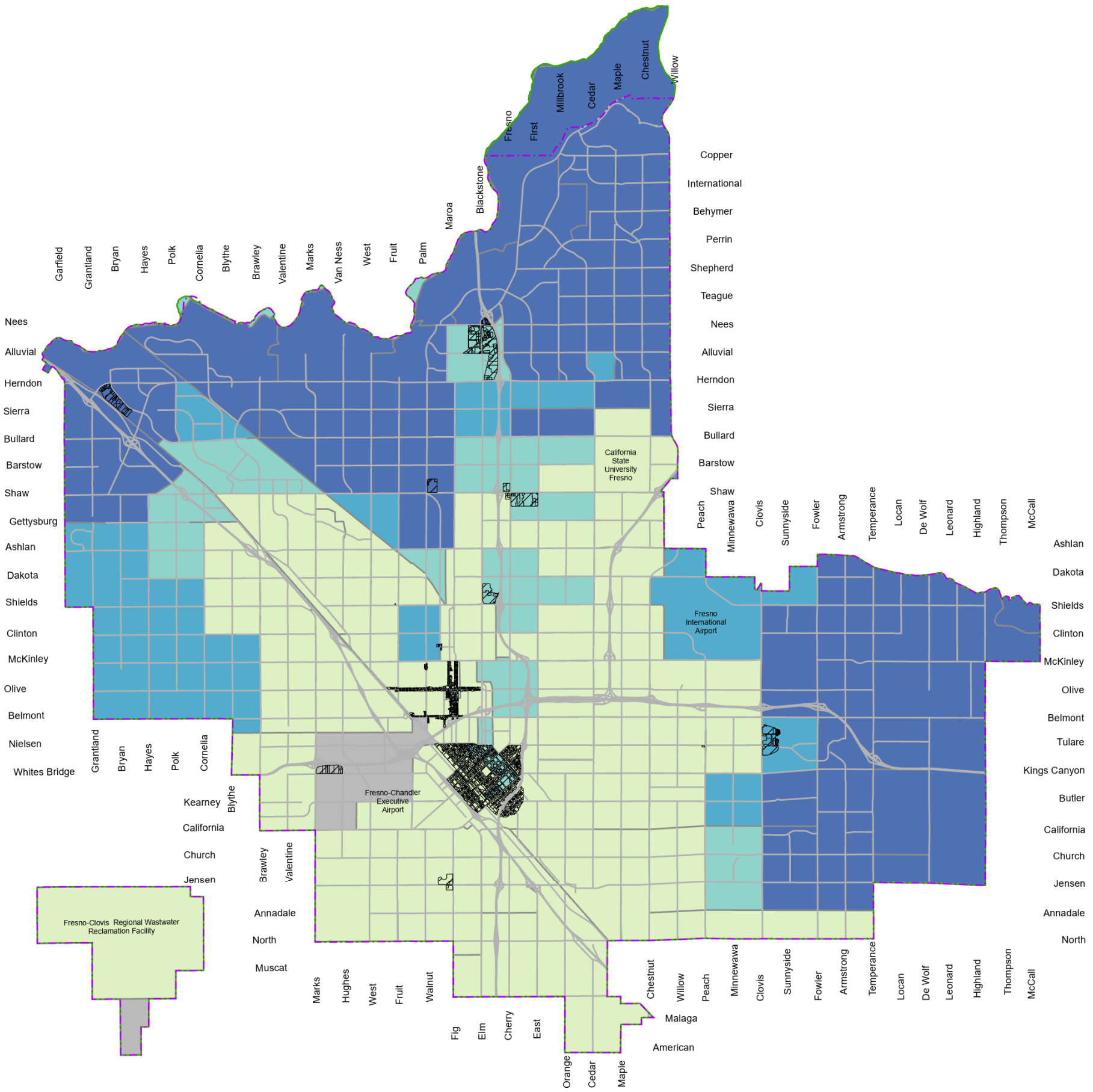
TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

High-Frequency Transit Routes

- Route 01/Q (10 minute frequency peak time / 15 minute frequency off-peak weekdays)
- Route 09 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)
- Route 28 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)
- Route 34 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)
- Route 38 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)

Commercial Zone Districts that Allow Housing



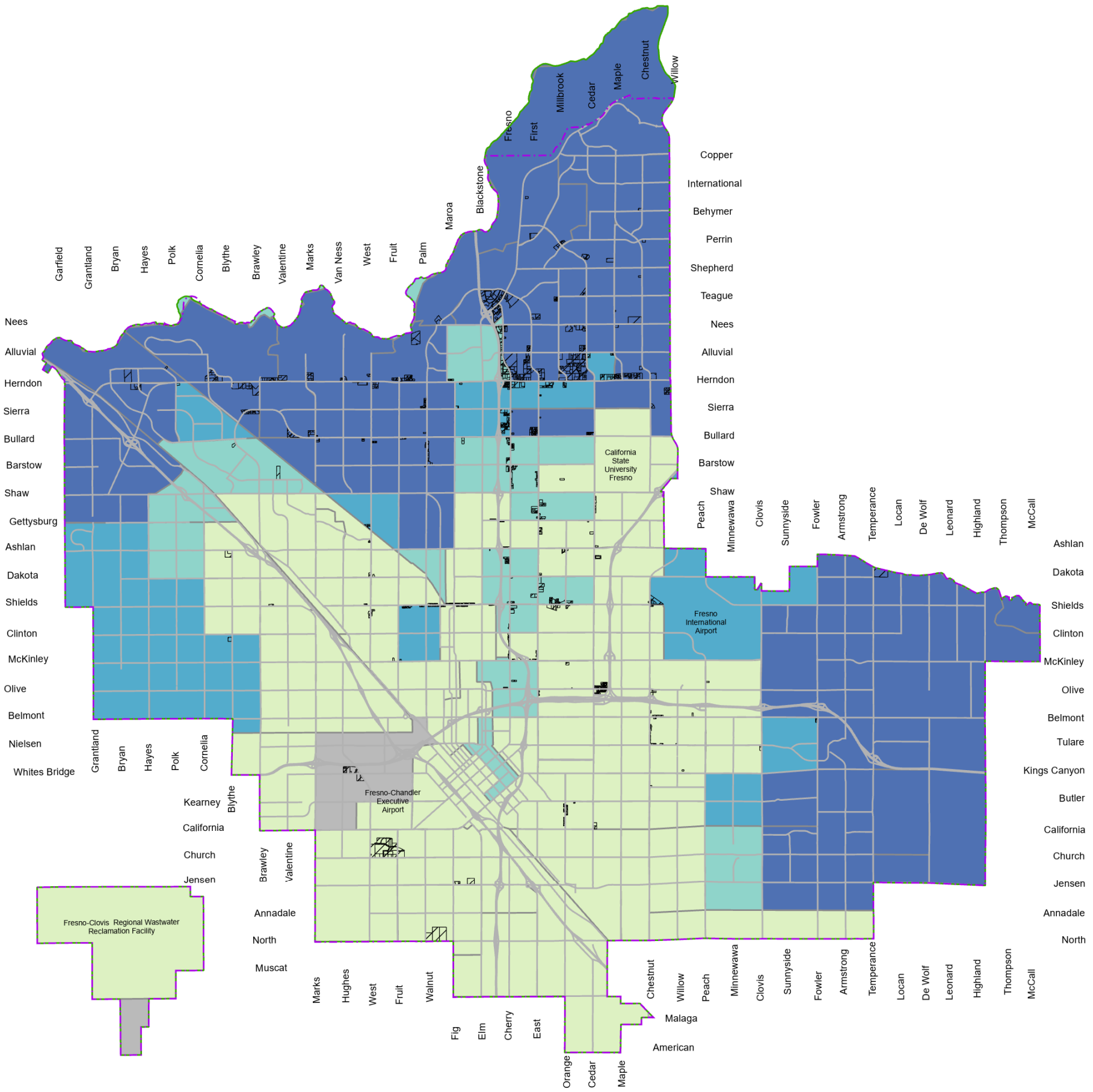
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Commercial Main Street (CMS), Commercial Regional (CR) and Downtown Zone Districts

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Employment Zone District (Office)



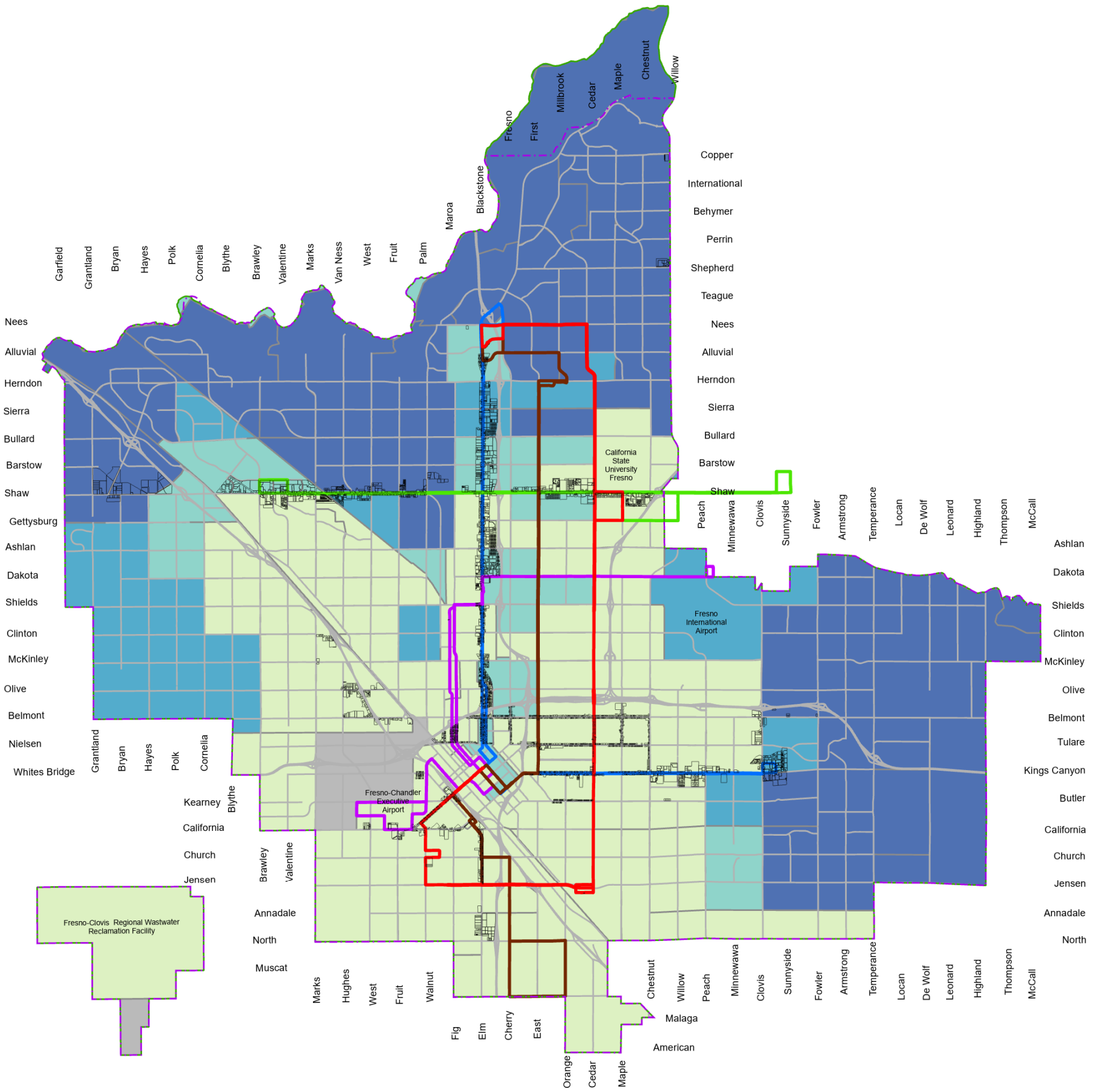
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Employment Zone District (Office)

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Mixed Use Zone Districts and High Frequency Transit



Legend

- Fresno Planning Boundary
- Sphere of Influence
- Mixed Use Zone Districts

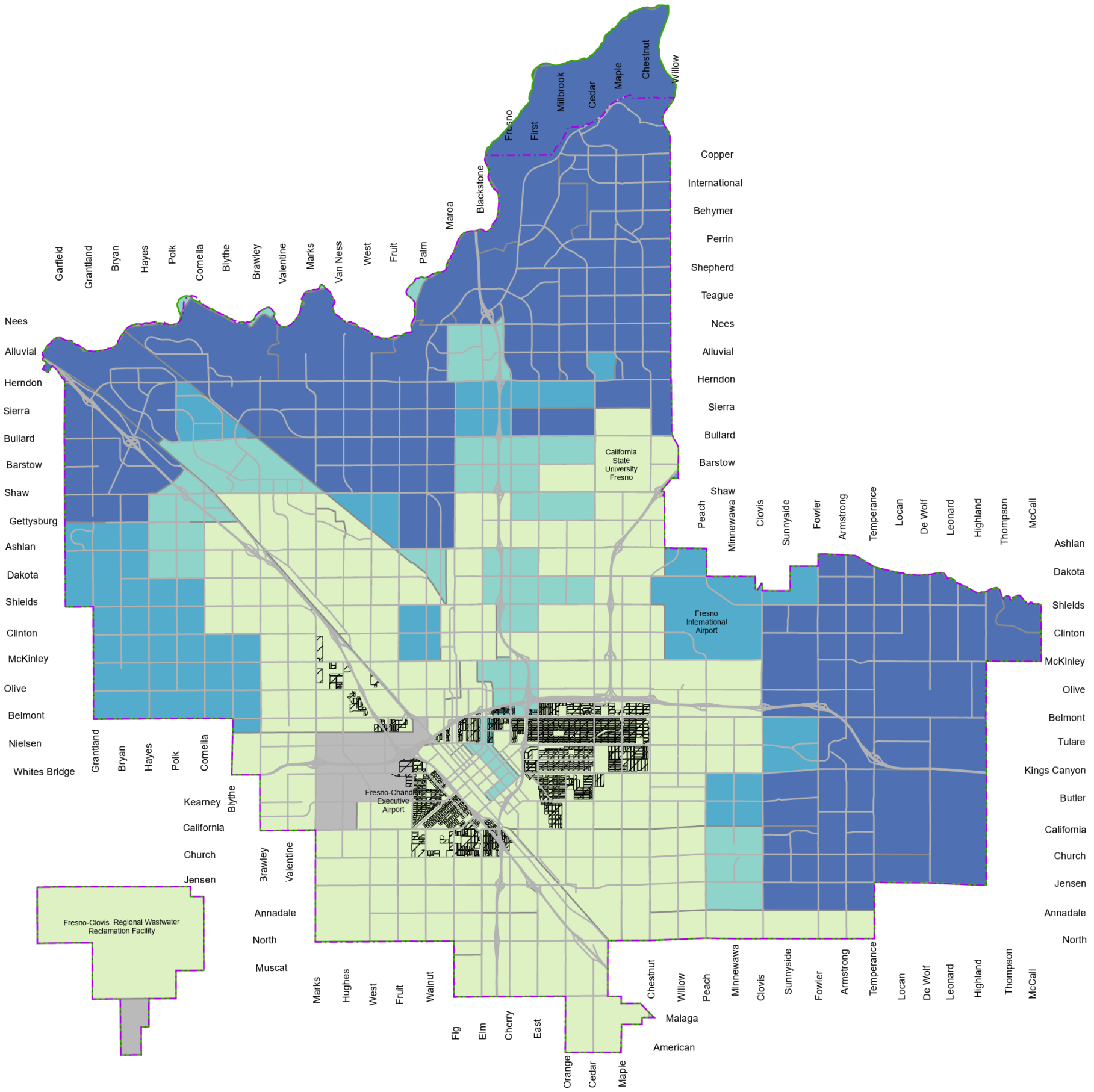
High-Frequency Transit Routes

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- Route 38 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Neighborhood Revitalization Overlay Zone



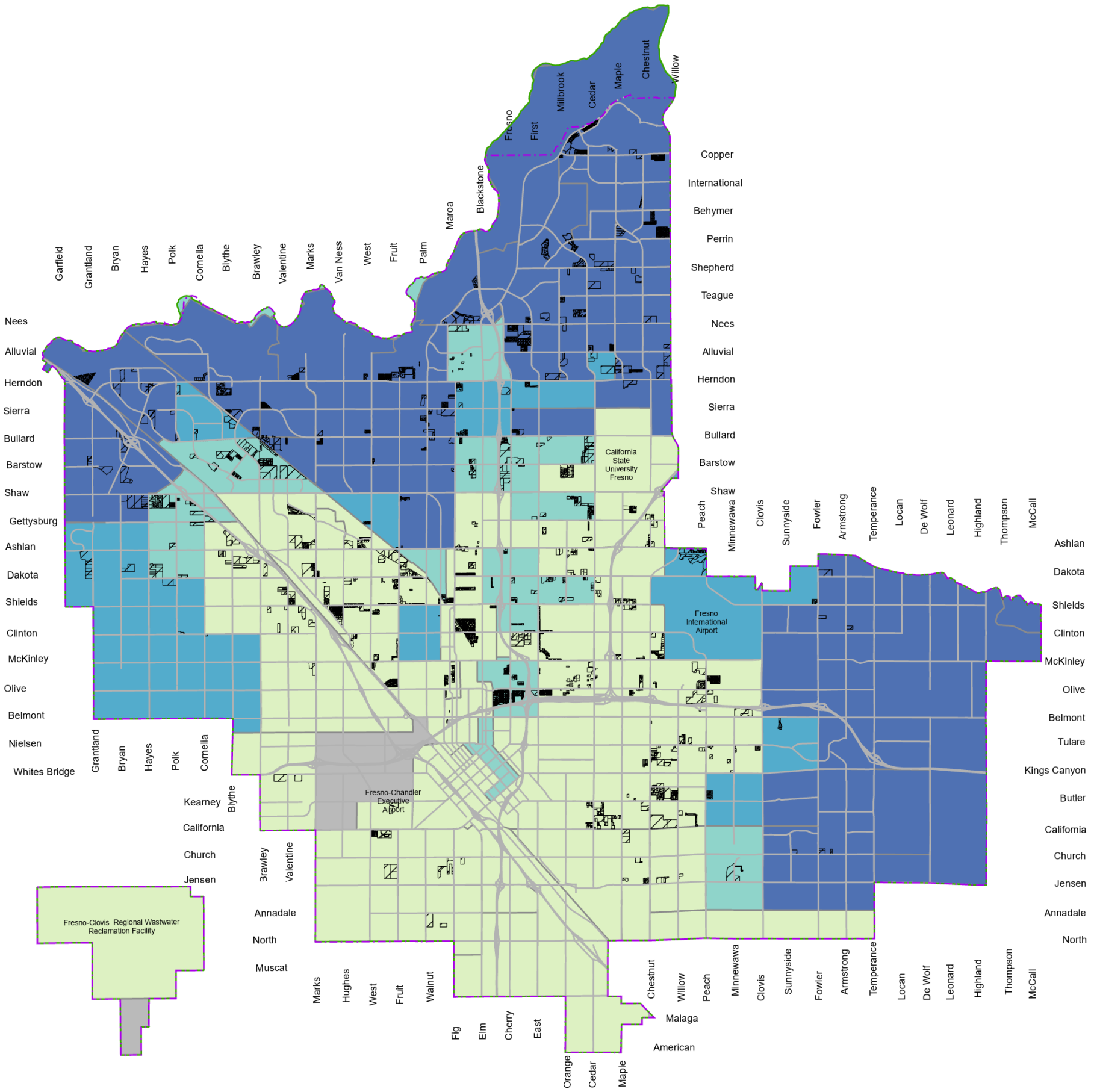
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Neighborhood Revitalization Overlay Zone

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Residential Multi Unit Zone District



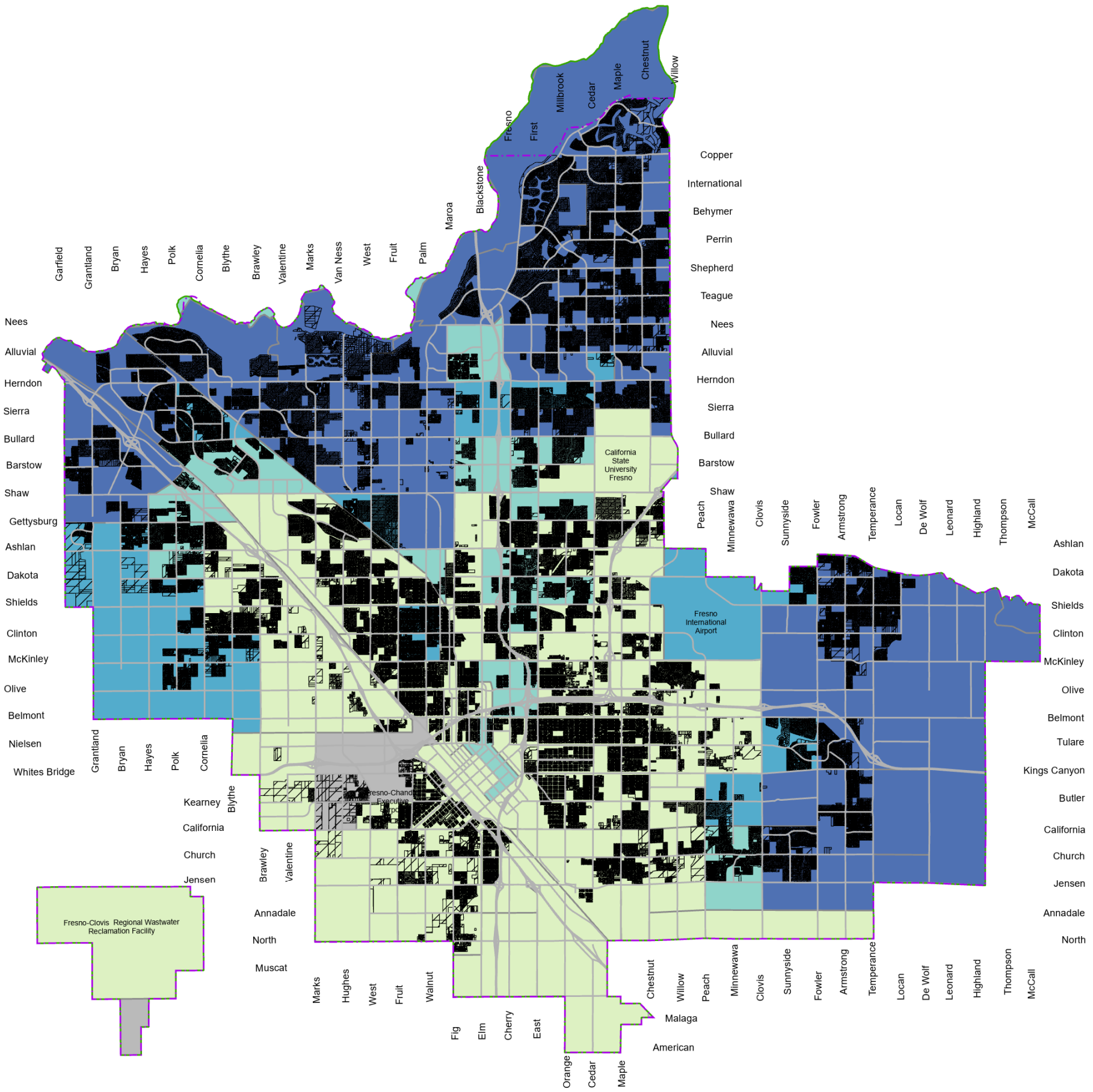
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Residential Multi Unit Zone District

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Residential Single Unit Zone District



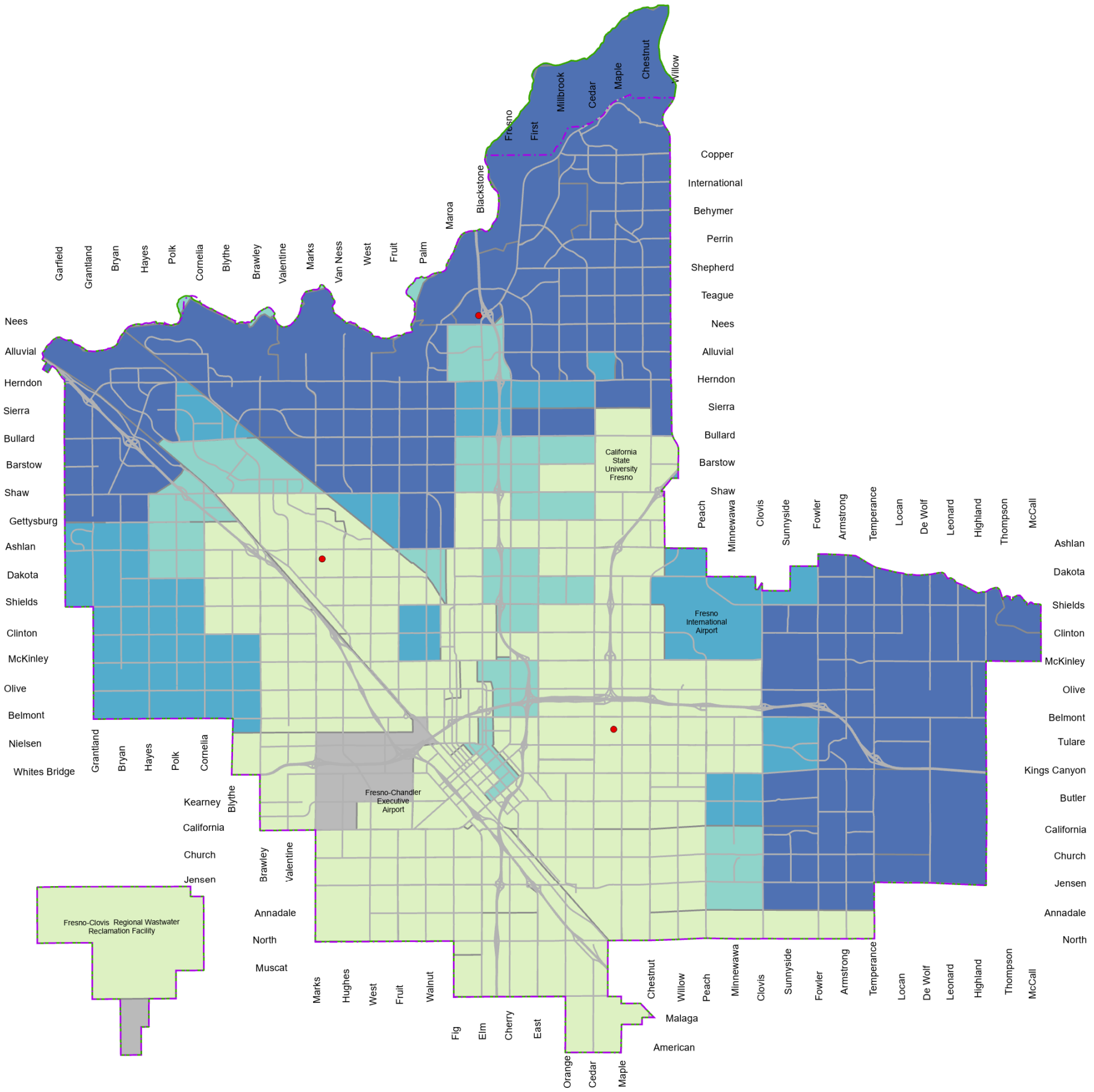
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Residential Single Unit Zone District

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

Tiny Homes on Wheels Production



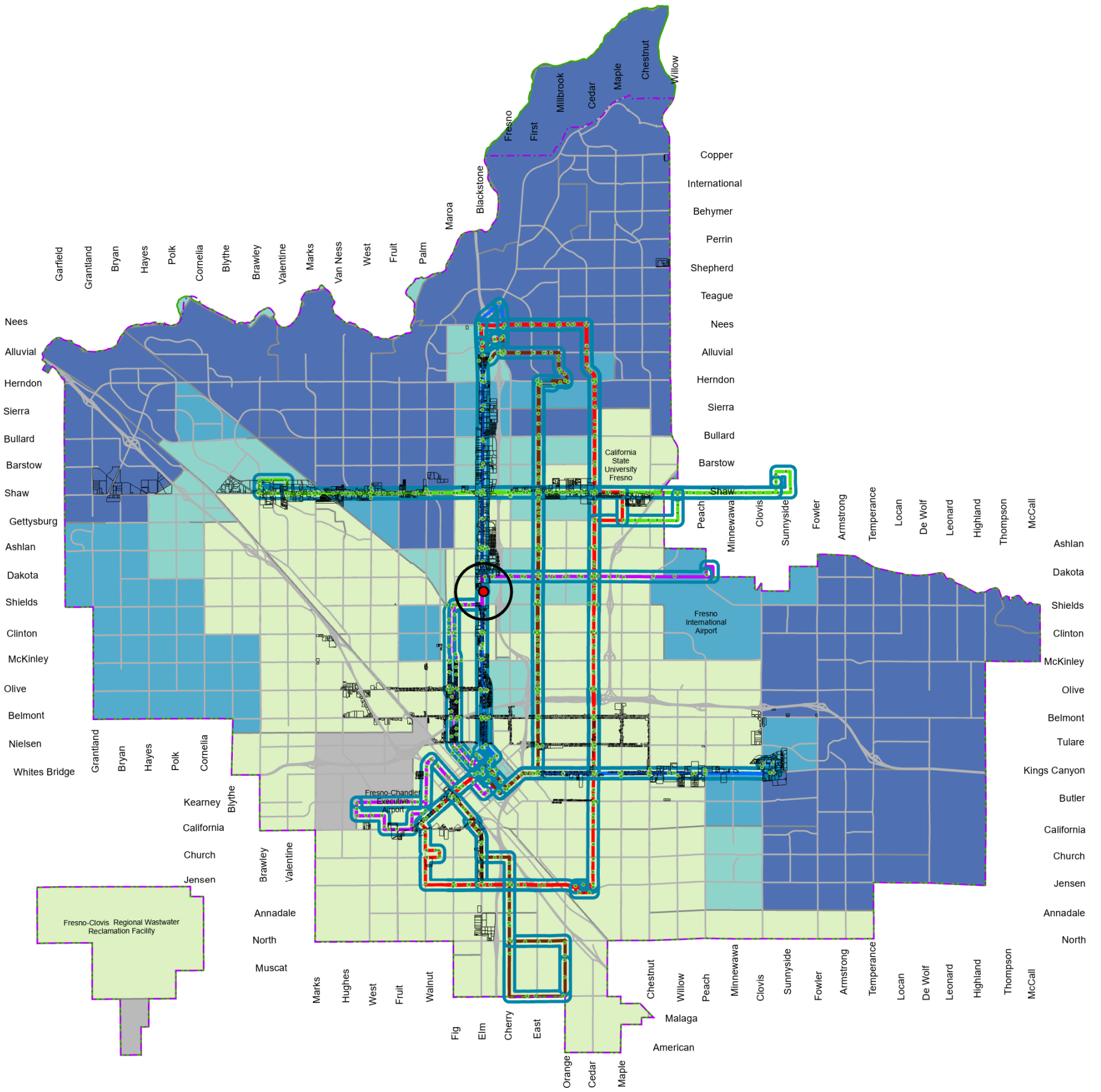
Legend

- Fresno Planning Boundary
- Sphere of Influence
- Tiny Homes on Wheels (3)

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

TOD Density Bonus



Legend

- Fresno Planning Boundary
- Sphere of Influence
- Mixed Use Zone Districts
- Manchester Transit Center
- Manchester Transit Center 1/2 Mile Buffer
- 500 FT Buffer from HFT Routes

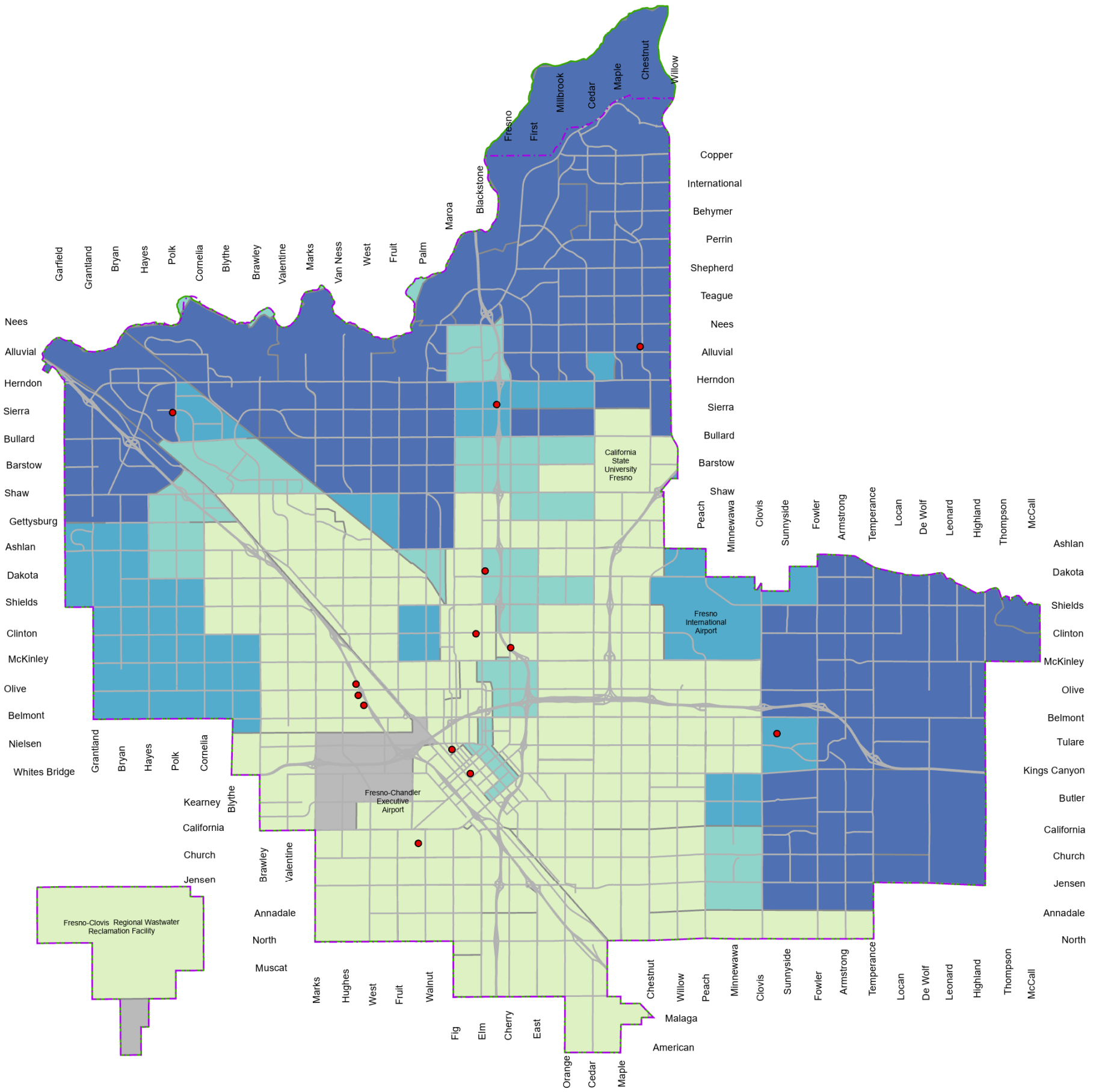
TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other

High-Frequency Transit Routes

- Route 01/Q (10 minute frequency peak time / 15 minute frequency off-peak weekdays)
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- Route 38 (Service intervals of no more than 20 minutes during peak hours of Monday – Friday 7 a.m. to 9 a.m. and 5 p.m. to 7 p.m.)
- Bus Stops

Affordable Housing Projects 2022-2025



Legend

- Fresno Planning Boundary
- Sphere of Influence
- Affordable Housing Projects

TCAC Opportunity 2025

- Low Resource
- Moderate Resource
- High Resource
- Highest Resource
- Other