



# Boards of Commissioners Meeting

March 26, 2019

# AGENDA

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

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

**5pm - March 26, 2019**

**1331 Fulton Street, Fresno, CA 93721**

Interested parties wishing to address the Boards of Commissioners regarding this meeting's Agenda Items, and/or regarding topics not on the agenda but within the subject matter jurisdiction of the Boards of Commissioners, are asked to complete a "Request to Speak" card which may be obtained from the Board Secretary (Tiffany Mangum) at 4:45 p.m. You will be called to speak under Agenda Item 3, Public Comment.

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

---

**5pm**

---

1. **Call to Order and Roll Call**
2. **Approval of agenda as posted (or amended)**

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

3. **Public Comment**

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

4. **Potential Conflicts of Interest** – Any Commissioner who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (Gov. Code section 87105)5. **Consent Agenda**

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

- |  |   |
|--|---|
| a. Consideration of the Minutes of February 26, 2019 | 5 |
|--|---|

6. **Informational**

- |  |    |
|--|----|
| a. 2018 Agency Highlights Video Presentation           | 12 |
| b. Resident Empowerment – Faith in Finance             | 13 |
| c. Fresno Housing Intern Presentation                  | 14 |
| d. Agency Data Dashboard Update – Customer Service     | 15 |
| e. 2018 Housing Assistance Payments & Leasing Overview | 16 |
| f. Real Estate Development Update                      | 18 |

7. **Action**

- |  |     |
|--|-----|
| a. Consideration of the Funding Commitment – Highway City  | 19  |
| b. Consideration of the Sub-Agreement for the Chinatown Project – City of Fresno                                       | 25  |
| c. Consideration of the Contract for General Construction/Construction Management Services – Kingsburg Seniors Project | 118 |

|   | <b>PAGE #</b> |
|---|---------------|
| d. Consideration of the Contract for General Construction/Construction Management Services – Willow Project | 122           |
| e. Consideration of the Contract for General Construction/Construction Management Services – Huron          | 126           |
| f. Consideration of Loan Agreement – San Ramon Apartments   | 130           |
| g. Consideration to Accept the 2018 Year-End Financials and HAP Results                                     | 135           |
| <b>8. Commissioners’ Report</b>   |               |
| <b>9. Executive Director’s Report</b>   | 140           |
| <b>10. Adjournment</b>  |               |



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

**Tuesday, February 26, 2019**

**5:00 P.M.**

The Boards of Commissioners of the Housing Authorities of the City and County of Fresno met in a regular session on Tuesday, February 26, 2019 at the HACCF property, located at 285 J Street, Sanger, CA 93657.

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

PRESENT:     Adrian Jones, Chair  
                  Caine Christensen, Vice Chair  
                  Rueben Scott  
                  Terra Brusseau  
                  Stacy Vaillancourt  
                  Sharon Williams  
                  Ruby Yanez

ABSENT:       None

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

PRESENT:     Stacy Sablan, Chair  
                  Venilde Miller  
                  Joey Fuentes  
                  Nikki Henry  
                  Cary Catalano  
                  Valori Gallaher

ABSENT:       Mary G. Castro, Vice Chair

Also, in attendance were the following: Preston Prince, CEO/Executive Director, and Ken Price, Baker Manock and Jensen -General Counsel.

Commissioner Brusseau arrived during the conflict of interest discussion.

## 2. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Fresno Housing Authority staff presented their recommendation to remove item 5d and 7e from the agenda. Additionally, Commissioner Sablan reported the Commissioner Report will be added to agenda as item 8.

There were no public comments.

**CITY MOTION:** *Commissioner Christensen moved, seconded by Commissioner Yanez, to approve the amended agenda.*

**MOTION PASSED:** 6-0

**COUNTY MOTION:** *Commissioner Catalano moved, seconded by Commissioner Gallaher, to approve the amended agenda.*

**MOTION PASSED:** 6-0

## 3. PUBLIC COMMENT

Mr. Preston Prince formally welcomed the Boards to Blossom Trail Commons. In addition, he added the complex was remodeled to convert it from 35 to 55 units. Ms. Prince said the day the construction finished was the same day the families were able move-in. Mr. Prince briefly discussed on the grand opening on February 15, 2019 of Blossom Trail Commons. He added there are two more properties coming close to construction completion in Parlier and Fowler.

## 4. POTENTIAL CONFLICTS OF INTEREST

There was no conflict of interest at this time.

Commissioner Brusseau joined the meeting around 5:14pm.

## 5. CONSENT AGENDA

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

Item 5d was removed from the agenda.

- a. Consideration of the Minutes of January 22, 2019
- b. Consideration of Contract Renewal – Security Services
- c. Consideration of Contract for HVAC Improvements - Maldonado Plaza
- d. Consideration of Contract for Roofing Upgrades – Maldonado Plaza

**CITY MOTION:** *Commissioner Yanez moved, seconded by Commissioner Williams to approve the Consent Agenda Items A-C.*

**MOTION PASSED:** 7-0

**COUNTY MOTION:** *Commissioner Henry moved, seconded by Commissioner Fuentes to approve the Consent Agenda Items A-C.*

**MOTION PASSED:** 6-0

## 6. INFORMATIONAL

- a. Resident Empowerment – Scholarship Recipient

Mr. Prince shared the Fresno Housing Authority has 52 scholarship recipients, 25 of those recipients are enrolled at Fresno State.

Ms. Angie Nguyen, Chief of Staff, introduced Ms. Rocio Chavez and Ms. Donyell Wilkins, Fresno Housing Authority scholarship recipients.

Both Ms. Chavez and Ms. Wilkins are recipients of the Scholarship offered by the Fresno Housing Authority.

- b. Agency Data Dashboards Overview – People and Places

Mr. Bobby Coulter and Ms. Cassie Morgan presented on this topic.

- c. Introduction to the Audit Process

Ms. Nicole Diaz presented on this topic.

- d. Housing Relinquished Fund Corp. Update

Ms. Emily De La Guerra presented on this topic.

- e. Real Estate Development Update

Ms. Tracewell Hanrahan and Mr. Michael Duarte presented on this topic

## 7. ACTION

Mr. Michael Duarte presented on these Action Items.

### a. Consideration of Funding Application Submission (TCAC) – Kingsburg Senior

***CITY MOTION:*** Commissioner Scott moved, seconded by Commissioner Christensen to approve the funding Application Submission (TCAC) – Kingsburg Senior.

***MOTION PASSED:*** 7-0

***COUNTY MOTION:*** Commissioner Henry moved, seconded by Commissioner Catalano to approve the funding Application Submission (TCAC) – Kingsburg Senior.

***MOTION PASSED:*** 6-0

### b. Consideration of Funding Application Submission (TCAC) – Willow

Public comment included the following:

Eric Payne, thanked the Board and Fresno Housing Authority staff for their work with their newest complex Blossom Trail Commons in Sanger. He briefly presented on the acquisition of Willow and Alluvial in Clovis. His presentation was in support of the access for residents to the shopping areas and educational facilities. Mr. Payne finalized his presentation with stating that his Foundation can assist with the scholarship foundation the Fresno Housing Authority offers to their residents to continue their education.

***CITY MOTION:*** Commissioner Scott moved, seconded by Commissioner Williams to approve the Funding Application Submission (TCAC) – Willow.

***MOTION PASSED:*** 7-0

***COUNTY MOTION:*** Commissioner Henry moved, seconded by Commissioner Gallaher to approve the Funding Application Submission (TCAC) – Willow.

***MOTION PASSED:*** 6-0

### c. Consideration of Funding Application Submission (TCAC) – Plaza Terrace

Mr. Prince announced that he is a board member for the California Housing Finance Agency and is well aware of the conflict of interest for this item. He stated that when this topic comes back for discussion, he will recuse himself.

***CITY MOTION:*** Commissioner Brusseau moved, seconded by Commissioner Vaillancourt to approve the Funding Application Submission (TCAC) – Plaza Terrace.

**MOTION PASSED:** 7-0

**COUNTY MOTION:** Commissioner Fuentes moved, seconded by Commissioner Miller to approve the Funding Application Submission (TCAC) – Plaza Terrace.

**MOTION PASSED:** 6-0

- d. Consideration of Project-Based Voucher Allocation – Kingsburg Senior

**CITY MOTION:** Commissioner Scott moved, seconded by Commissioner Vaillancourt to approve the Project-Based Voucher Allocation – Kingsburg Senior.

**MOTION PASSED:** 7-0

**COUNTY MOTION:** Commissioner Fuentes moved, seconded by Commissioner Gallaher to approve the Project-Based Voucher Allocation – Kingsburg Senior.

**MOTION PASSED:** 6-0

- e. Consideration of Transformative Climate Communities Sub-Agreement for Chinatown - City of Fresno

This item was removed from the agenda.

- f. Consideration of Amended Travel and Training Policy

Ms. Tammy Townsend presented on this topic.

Commissioner Catalano recommended removing the last sentence from the first paragraph under Professional Development. The sentence removed:

“Exceptions may be approved ahead of time by expense approvers, or if at any time during the event the CEO or other Agency Chief or Director makes a decision that allows for deviation from the published event schedule.”

**CITY MOTION:** Commissioner Scott moved, seconded by Commissioner Christensen to approve the Amended Travel and Training Policy.

**MOTION PASSED:** 7-0

**COUNTY MOTION:** Commissioner Catalano moved, seconded by Commissioner Henry to approve the Amended Travel and Training Policy.

**MOTION PASSED:** 6-0

## 8. COMMISSIONERS' REPORT

Commissioner Sablan Congratulated FH staff for the grand opening of Blossom Trail in Sanger on February 15, 2019.

Commissioner Jones asked about the rescheduled date for the Board dinner. Ms. Tiffany Mangum announced April 11, 2019 is the proposed date for the dinner.

Commissioner Henry shared about the Commissioners Fundamental Component for NAHRO which will be scheduled for May 2019 in Anaheim, CA.

Commissioner Jones shared on the meeting with City Hall Mayor, Chief of Staff and Government Affairs Manager. During the meeting they spoke about the FH Executive Director and the work done on homelessness.

## 9. EXECUTIVE DIRECTOR'S REPORT

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

- Mr. Prince thanked the Boards and audience for joining him at the newest property Blossom Trail Commons.
- Mr. Prince shared on the celebration of the scholarship recipients lunch he shared with Dr. Castro, Mary Castro and FH scholarship recipients.
- The All Staff Event is scheduled for March 15, 2019 at the Radisson Hotel and Conference Center. Mr. Prince extended the invitation to the Boards.
- Mr. Prince announced there will be a Special Board Meeting on March 13, 2019 at 8:30am; after the meeting the Executive Committee Meeting will convene.
- Mr. Prince briefly shared about his most recent trip to these conferences: Nan McKay, NPHM and Bring School Home.
- Our newest promotions are Lorena Betancourt, District Manager; Tracy Navarro, District Manager and Summer Nunez, Senior Manager-Human Resources.

## 10. CLOSED SESSION

The Boards went into closed session at approximately 7:27 pm.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to Government Code § 54954.5(b))  
Property: APN: 510-010-23; 4710 N Polk Ave., Fresno, CA  
Agency Negotiator: Preston Prince

Negotiating parties: Fresno Housing Authority, Highway City Community Development, Inc.

- b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
Gonzales v. City of Fresno; El Cortez Apartments; Fresno Housing Authority (Case No. 18CECG00348)

The Boards returned to open session at approximately 7:58 p.m.

11. REPORT ON CLOSED SESSION

There were no items to report at this time.

12. ADJOURNMENT

There being no further business to be considered by the Boards of Commissioners for the Housing Authorities of the City and County of Fresno, the meeting was adjourned at approximately 7:59 p.m.

---

Preston Prince, Secretary to the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince



CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6a

**AUTHOR:** Tiffany Mangum

**SUBJECT:** 2018 Agency Highlights Video Presentation

---

### Executive Summary

Staff will show a video presentation showing staff participation and engagement during 2018 as various agency and partner-sponsored events.

### Recommendation

None at this time. Informational only.



## BOARD MEMO

O (559) 443-8400  
F (559) 457-4294

1331 Fulton Mall  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6b

**AUTHOR:** Angie Nguyen

**SUBJECT:** Resident Empowerment Presentation: Faith and Finances

---

### Executive Summary

Larry Hodges, Fresno Pacific University Adjunct Professor and Cedar Courts residents Marcie Hermosillo along with her daughter Stefania, will present information on the financial literacy program – Faith and Finances. Faith and Finances is designed to provide financial education in low income communities; assisting residents in budgeting and saving, making financial decisions that avoid unjust lending practitioners. Additional information will be provided at the Boards of Commissioners meeting.

### Recommendation

No action is necessary. This item is informational only.

## BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Mall

Fresno, California 93721

TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince 

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6c

**AUTHOR:** Aysha Hills

Senior Analyst–Human Resources

**SUBJECT:** Spring Intern Presentation

---

### Executive Summary

Staff will introduce our Fresno Housing Spring Intern, Nathaniel Sorber, to the Boards of Commissioners, who will give a presentation on his experience and learnings at Fresno Housing.

### Recommendation

None at this time. Informational only.

## BOARD MEMO

O (559) 443-8400

F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince



CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6d

**AUTHOR:** Cassie Morgan

**SUBJECT:** The Executive Summary Report - An Interactive Data Dashboard  
Series. Part 2: Customer Service

---

### Executive Summary

The purpose of this memo is to introduce the Commissioners to Part 2 of the Executive Summary Report – An Interactive Data Dashboard Series.

Over the last few months, the Information Systems team has been working to transform the Executive Summary Report into a series of interactive data dashboards. Visualizations that will expand our culture of data collaboration and provide further insights into the work we do everyday. Part 2 of the series focuses on customer service in our Central Office lobby.

## BOARD MEMO


O (559) 443-8400  
F (559) 445-8981

1331 Fulton Mall  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince 

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6e

**AUTHOR:** Aurora Ibarra

**SUBJECT:** 2018 Leasing and Housing Assistance Payments Results (HAP) for the Housing Choice Voucher Program

---

### Executive Summary

Staff will present information regarding the 2018 results of the Agency's Housing Assistance Payments and Voucher Utilization.

Overall, difficult rental market conditions continued into 2018, which challenged the Agency to be more efficient and creative. Rental vacancy rates are lower than 4% in Fresno County, which has allowed property owners to be more selective in choosing between voucher holders or an open-market tenant. Over the past year, staff analyzed and used program data as a key tool to influence program decisions and leasing strategies.

In efforts to understand the challenges our families faced to lease up in this current market, staff reviewed leasing trends to identify areas of opportunity such as sending second appointment letters to applicants who missed their first appointment, increasing initial voucher search times from sixty to ninety days and granting extensions when necessary. Staff analyzed payment standards throughout the year, taking into consideration the impact of increased per unit costs (PUC) on lease-up rates, as well as the rate at which HAP would be expended. New payment standards were applied to families searching for housing in late summer, and to annual reexaminations in November. Key policy decisions were also proposed and approved by the Board (effective in 2019), that changed the voucher issuance policy. Previous policy required single-person, non-elderly/disabled households to be issued a zero (0) bedroom subsidy. This policy caused hardships to single-person households who could not locate studio apartments, therefore, causing unnecessary rent burden. The 2019 policy change now allows single-person households to be issued a one (1)-bedroom voucher with a higher subsidy value.

While efforts to retain and increase landlords partnering with our voucher program are in play by the management team, the Board also approved funding in the FY2019 budget that will increase staffing resources to focus on landlord outreach. Staff also attended the National Conference on Housing Mobility to learn from PHA's, researchers and nonprofit leaders on how to increase housing options in areas of higher opportunity.

These efforts resulted in a year-end increase in lease-up rates, which brought the overall voucher utilization to 96.8% and 96.1% for the City and County, respectively. The 2018 HAP utilization rates in both City and County HCV programs, at 98.7% and 98.0%, earned the Agency maximum points in key indicators for the program, as well as High Performer status.

### **City HCV**

HAP expenditures for 2018 totaled \$44.0 million. The total HAP reserve balance was \$5.0 million at year-end. HAP utilization for CY 2018 was 98.7%. Regular voucher utilization for CY 2018 was 96.8%. Under the lease-up indicator of the Section Eight Management Assessment Program (SEMAP), a minimum of 98% in either HAP or voucher utilization rates will result in the full 20 points, as is the case for the City's HCV program.

### **County HCV**

HAP expenditures for the year totaled \$34.6 million. The total HAP reserve balance was \$3.2 million at year-end. HAP utilization for CY 2018 was 98.0%. Voucher utilization for CY 2018 was 96.1%. Under the lease-up indicator of the Section Eight Management Assessment Program (SEMAP), a minimum of 98% in either HAP or voucher utilization rates will result in the full 20 points, as is the case for the County's HCV program.

### **Recommendation**

This is informational only. No action is necessary.

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 6f

**AUTHOR:** Christina Husbands

**SUBJECT:** Real Estate Development Update

---

### Executive Summary

Staff will present an overview of current real estate activities.

### Recommendation

None at this time. Informational only.

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Board of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 7a

**AUTHOR:** Sheila Scheitrum

**SUBJECT:** Highway City Community Center – Authorize additional HRFC Commitment (Final Draw)

### Executive Summary

In April 2014, Fresno Housing staff began preliminary discussions with Highway City Community Development, Inc. (“HCCD”) and Central Community Church (“CCC”) regarding working together in the development of a Community Center (the “Community Center Project”) and affordable housing on vacant land owned by HCCD and CCC on Polk Avenue in the Highway City area of Northwest Fresno. A preliminary master site plan was drafted for the development, which could include 40-50 units of affordable housing and a community center for the affordable housing complex. The master site plan also included floor plans for a separate community center that would be owned and operated by HCCD. The Highway City neighborhood has very limited community facilities to support the delivery of services by the HCCD or other groups to residents of the neighborhood, including residents served by Fresno Housing.

The project was divided into two phases (one for the Community Center Project and one for the affordable housing development) due to timing issues regarding potential funding sources for both phases and with respect for the neighborhood’s immediate need for services provided by a community space. The Community Center project broke ground in Fall of 2018.

In May of 2016 Fresno Housing committed to provide \$250,000 of funding to support the development of the community center. Multiple other entities also committed to provide funding for this project, including Granville Homes (\$350,000), Fresno County Library (\$150,000), Wells Fargo (\$40,000), Better Opportunities Builder, Inc. (\$100,000) and Central Community Church (\$150,000). HCCD is donating the land at a value of \$168,000. After working closely with the construction company, the budget for the community center was determined to be \$1,369,000. This left a financing gap of \$161,000. Staff will be requesting a total amount of \$200,000 to account for any remaining contingencies.

After discussions with the Board of Commissioners and the Directors of Better Opportunities Builder, Inc. staff received guidance that the two entities would

be willing to fill the remaining gap if construction savings could not be achieved. Better Opportunities Builder, Inc. (BOB) is willing to contribute \$50,000.

After working closely with the construction company, and utilizing contingencies, it has become necessary to formalize the additional gap financing, as construction savings are not achievable.

The Term Sheet that articulates the terms of the agreement was drafted by General Counsel, and presented to HCCD in February 2018. General Counsel is drafting the final agreement between the three parties: Fresno Housing, BOB and the Highway City CDC.

### **Recommendation**

It is recommended that the Boards of Commissioners of the Fresno Housing Authority approve the \$150,000 of the Final Draw listed in the attached term sheet and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to execute all agreements and ancillary document in connection therewith.

### **Fiscal Impact**

At this time, staff is requesting an additional financing commitment from the Housing Relinquished Fund Corporation (HRFC) of \$150,000 for a total commitment of \$400,000. The last \$150,000 will be considered the Final Draw according to the attached term sheet.

### **Background Information**

The Highway City Community Center will be located on Polk Avenue between Shaw Avenue and Gettysburg Avenue in the Highway City area of Northwest Fresno. The Project site is located in an area with high demand for services. The Project will include a 5,200 sq.ft. community center which will have a nurse's office, recreation area, reading/library service, and a multipurpose room. It will also have two offices, kitchen, conference room, and a tutoring room.

This relationship between the Fresno Housing Authority and Highway City Community Development, Inc. allows for the entities to combine their efforts and further each of their missions. The mission of HCCD is to transform Highway City and Central Unified School Communities into healthy communities of hope through holistic means. This aligns with the mission of Fresno Housing that guides its short and long term plans and operations – To create and sustain vibrant communities throughout Fresno County. Our goal is to provide this Community Center with an environment that fosters the advancement of low to moderate income families from a position of dependency to one of self sufficiency. Other organizations involved in the larger project include the Central Community Church, Granville, and Central Unified. Some organizations have committed funding for the Center and some have committed operational support and/or services.

Fresno Housing serves 502 families in the immediate area. Of those families, 24 live in Marcelli Terrace, with 48 children. There are 478 HCV families in the immediate area, with 1,071 children. There is no community space currently at Marcelli Terrace and none in the immediate area for which to provide services to our HCV residents as well.

Attachment:

- Term Sheet



RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

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

**RESOLUTION TO AUTHORIZE A DEVELOPMENT LOAN OF \$150,000 FROM THE  
HOUSING RELINQUISHED FUND CORPORATION FOR THE DEVELOPMENT OF THE  
HIGHWAY CITY COMMUNITY CENTER**

All of the Commissioners of The HOUSING AUTHORITY OF THE CITY OF FRESNO ("HACF"), a California public agency ("The Agency"), hereby consent to, adopt and ratify the following resolution:

WHEREAS, the Corporation and the Housing Authority of the City of Fresno, California ("the Authority") are working together in the development of the Highway City Community Center ("the Project") located at 4658 N. Polk Ave, Fresno, CA (APN 510-03-23); and

WHEREAS, the Project is in line with the Housing Authority's development goals; and

WHEREAS, the Authority is requesting a loan from HRFC for the Project in the amount of \$100,000; and

WHEREAS, the Authority is working with Highway City Community Development, Inc. is seeking to assemble various financing sources for the Project to finance the development of the Project; and

WHEREAS the Corporation wishes to authorize the actions of its officers consistent with the terms of this resolution;

NOW THEREFORE, BE IT RESOLVED that the Board approves the \$150,000 of the Final Draw listed in the attached term sheet and authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to execute all agreements and ancillary document in connection therewith.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners

## TERM SHEET – HIGHWAY CITY COMMUNITY CENTER PROJECT

**Background:** Highway City Community Development, Inc. ("HCCD") is in the process of developing a 5200 square-foot community center project in Highway City (the "Project"). So far, various parties have contributed funds and other services to construct the Project, including the Fresno Housing Authority affiliated entities, the Housing Relinquishment Fund Corporation ("HRFC") and Better Opportunities Building, Inc. ("BOB") in the amounts of \$250,000 and \$100,000, respectively; Granville Homes (\$350,000); Central Community Church ("CCC") (\$150,000); Fresno County Library (\$150,000); and Wells Fargo (\$40,000) for a total of \$1,040,000. Additionally, HCCD has contributed the value of the land (\$168,000). The HCCD anticipates that, due to escalating construction costs in the region, it needs up to another \$150,000 - \$200,000 to complete construction of the Project.

The Project will be used as a community center that will benefit the residents of the local neighborhoods and community, including the residents of the Public Housing complexes and the Housing Choice Voucher holders in the local area. Unlike many other areas of Fresno, there is no community space available at the Public Housing complexes in the area for Housing Authority assisted residents. Programming at the community center will include a variety of workforce development, educational and wellness-related services for children and families.

**Proposal:** The Fresno Housing Authority and BOB would provide up to another \$200,000, \$150,000 from the Housing Authority and \$50,000 from BOB (the "Final Draw") towards the Project in the form of a forgivable loan. In exchange, the HCCD would execute a lien and covenants, which will be recorded, that will do the following:

- (1) The Project must be used primarily for the purpose of a community center as described above and remain available to housing authority assisted residents, as well as the broader community. The center will operate in a manner consistent with HCCD's non-profit status and mission. This covenant shall last 55 years.
- (2) In the event that the Project is not primarily used a community center, BOB or the Housing Authority may send a cure notice to HCCD. If HCCD does not promptly comply with the cure notice, BOB may obtain an independent appraisal of the community center and exercise its option to acquire the Project at that cost.
- (3) If the HCCD desires to sell the community center, the Fresno Housing Authority shall have a right of first refusal to purchase the facility. The purchase price shall not exceed the price of an independent appraisal.
- (4) All contributions from the Fresno Housing Authority, or any of its affiliates, and BOB shall be the "last money in" into the Project, unless otherwise approved by the Executive Director of the Housing Authority, or his designee and shall only be used to cover up to the last \$500,000 of expenses associated with Project construction costs. The HCCD would commit to continuing to raise funds from other sources, and should those funds be secured at any time

during the construction or for a period of three (3) years thereafter, the HCCD will repay any portion of the Final Draw still outstanding.

(6) HCCD will provide appropriate acknowledgement of the contribution by the Housing Authority and BOB in the form of a marker, monument, or plaques after construction completion.

(7) The parties signing the lien/covenants shall be Fresno Housing Authority, BOB, and HCCD .

## BOARD MEMO


O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince   
CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 7b

**AUTHOR:** Sheila Scheitrum

**SUBJECT:** Chinatown Housing Development – Transformative Climate  
Communities (“TCC”) Sub-Grant Agreement

---

### Executive Summary

The California Strategic Growth Council’s (“SGC”) Transformative Climate Communities (“TCC”) program is a State funding source that provided a \$70 million set-aside for the City of Fresno in 2017. The City of Fresno was the lead applicant in the submission of a TCC application on December 6, 2017. The City of Fresno and the Chinatown Housing Development project, located at 1101 “F” Street in Fresno (APN’s 467-065-06 and 07), were awarded TCC funds in January 2018. The project received an award of \$10,807,319 in TCC funds.

The site consists of two vacant parcels located on the Northeast corner of Mariposa and “F” streets on approximately 0.60 acres in Fresno, CA. The site is zoned DTN – Downtown Neighborhood that will allow for a combination of commercial and multifamily housing. Staff has a concept proposal for a 4 story, mixed-use development with commercial/retail space on the bottom floor, and 57 units of affordable workforce housing above. The site is within a quarter mile of the planned High Speed Rail Station, and aligns well with the goals, design elements and environmental requirements of the program.

The City of Fresno received approval from Fresno City Council on February 28, 2019 to enter into the Master Grant Agreement with SGC that memorializes the process and timelines for awarded projects to begin requesting disbursements of TCC funds.

The next step in the process is for all TCC awarded projects to enter into a Sub-Grant Agreements with the City of Fresno as the project lead, upon meeting TCC readiness requirements. The Chinatown Housing Development achieved readiness requirements at the time of initial application. General counsel is currently working with staff to thoroughly review all terms of Sub-Agreement for potential negotiation with the City of Fresno. Should any major concerns arise they will be brought to the Boards attention.

### Recommendation

It is recommended that the Boards of Commissioners of the Fresno Housing Authority approve negotiating final terms and executing a Sub-Grant

Agreement with the City of Fresno, upon general counsel approval, in order to move forward with TCC funding for the Chinatown Housing Development and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to execute all agreements and ancillary document in connection therewith.

### **Fiscal Impact**

The Board authorized an HRFC commitment of \$1,000,000 in October 2017. No additional funds are requested at this time; costs related to pre-development activities are being allocated to the approved pre-development budget.

### **Background Information**

The Chinatown Housing Development site consists of two vacant parcels located on the Northeast corner of Mariposa and F streets in close proximity to the planned High Speed Rail Station on approximately 0.60 acres in Fresno, CA. Staff envisions a mixed-use project with fifty-seven (57) residential units and up to 4,700 sq. ft. of commercial space. Zoning for the site allows for construction of up to 6 stories.

Staff has been in constant communication with the Chinatown Fresno Foundation and the Chinatown area residents to get their input on the design of the project. The project has also been awarded \$1,160,000 of Infill Infrastructure Grant funds.

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS OF THE**

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

**RESOLUTION AUTHORIZING ENTERING INTO A SUB-GRANT AGREEMENT WITH  
THE CITY OF FRESNO FOR TRANSFORMATIVE CLIMATE COMMUNITIES (“TCC”)  
FUNDS FOR THE CHINATOWN HOUSING DEVELOPMENT (APNs: 467-065-06 & 467-065-  
07)**

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

WHEREAS, the Authority submitted with the City of Fresno as lead applicant a Transformative Climate Communities (“TCC”) application to the Strategic Growth Council (“SGC”) for the development of real property located in Chinatown on the corner of Mariposa and “F” streets in Fresno, CA, 93706 (APN’s 467-065-06, 467-065-07), and the improvements located thereon into a 57-unit mixed-use multifamily complex with commercial on the first floor (collectively, the Property); and,

WHEREAS, the Authority has met with business owners and community members to determine the needs of the Chinatown area; and,

WHEREAS, the Authority and the City of Fresno were awarded TCC funds in January, 2018, with an allocation of \$10,807,319 for the Chinatown Housing Development; and

WHEREAS, the City of Fresno has entered into a Master Grant Agreement with the Strategic Growth Council to enable the disbursement of TCC funding to the awardees; and

WHEREAS, the City of Fresno requires that all TCC awarded projects enter into a Sub-Grant Agreement to authorize the disbursement of TCC funding for the Chinatown Housing Development; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, CA hereby authorizes Preston Prince, the CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, or their designee, to negotiate and execute a Sub-Grant Agreement with the City of Fresno, upon general counsel approval, in order to move forward with the TCC process for the Chinatown Housing Development and to execute all agreements and ancillary document in connection therewith.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners



**TRANSFORMATIVE CLIMATE COMMUNITIES SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF FRESNO AND HOUSING AUTHORITY OF THE CITY OF  
FRESNO, CALIFORNIA**

The City of Fresno, a California municipal corporation (Grantee or City) and HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA, (Partner) enter into this TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) SUBRECIPIENT AGREEMENT (Agreement) effective the \_\_\_\_\_ day of \_\_\_\_\_, 2019, regarding (#1 Chinatown Housing Development) (Project).

WHEREAS, the Strategic Growth Council (SGC) awarded grant funds to the City through an Implementation Grant Agreement (Grant Agreement) for the Transform Fresno Plan;

WHEREAS, the TCC Transform Fresno Plan subject to the Grant Agreement and this Agreement were approved by SGC on January 29, 2018;

WHEREAS, Partner's Project is included in the TCC Transform Fresno Plan; and

WHEREAS, pursuant to the terms of the Grant Agreement entered into on [DATE] and TCC Program Guidelines, the SGC will grant to City, a sum not to exceed Sixty Six Million Five Hundred Thousand dollars (\$66,500,000) for the Transform Fresno Plan;

WHEREAS, SGC's contractual relationship is with the City, and not any of the City's Partners; and

WHEREAS, City has agreed to implement the entirety of the Budget and Schedule of Deliverables for the Transform Fresno Plan, and when applicable subrecipient agreements with a Partner for each Project, upon evidence of completion of environmental review pursuant to the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, the City's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay City; and

WHEREAS, pursuant to the terms of the Grant Agreement, TCC Program Guidelines, and this Agreement, the City will reimburse Partner, a sum not to exceed ELEVEN MILLION SEVEN HUNDRED AND EIGHTY FIVE THOUSAND TWO HUNDRED AND TWENTY ONE DOLLARS (\$11,785,221) for the Project;



WHEREAS, this Agreement shall memorialize Partner's terms, conditions and obligations relating to the SGC's award of grant funds to the City for Partner's Project;

Now therefore, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Agreement are to be used as set forth below in this exhibit, and as may be set forth in the remaining exhibits incorporated into this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

- A. “AHSC” – The Affordable Housing and Sustainable Communities Program
- B. “Application” –Project application for funding, encompassing materials submitted during both application stages: Concept Proposal and Full Application
- C. “CARB Funding Guidelines” – The 2018 Funding Guidelines for Agencies that Administer California Climate Investments adopted by CARB to guide implementation of California Climate Investment programs
- D. “Grant Agreement”– Refers to the Implementation Grant Agreement between SGC and the City of Fresno on [\_\_\_\_\_]
- E. “TCC Guidelines” – TCC Program Guidelines adopted on August, 23 2017, and amendments adopted on October 23, 2017
- F. “AHSC Guidelines” – The 2016/2017 AHSC Final Guidelines adopted July 17, 2017, and amended August 14, 2017 and October 23, 2017
- G. “Project Area” – Area boundary for the Project, as identified in Exhibit S12
- H. “TCC MOU” – Memorandum of Understanding to be signed between Grantee and its Partners
- I. “TCC Program” – The Transformative Climate Communities Program
- J. “Project” – Project that will be implemented through this Agreement
- K. TCC Plan Components: ” – Components included in the Transform Fresno Plan, as described in Exhibit S1:
  - i. “CCI Projects” – Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the California Climate Investment project types listed in Appendix D of the TCC Guidelines. These project types have approved GHG quantification methodologies.
  - ii. “Non-CCI Projects” – Projects that will be implemented with leverage funding and subject to this Grant Agreement.
  - iii. “Transformative Plans” – Term encompassing all four transformative plans: Displacement Avoidance, Community

Engagement, Workforce Development, and Indicator Tracking.

L. Time Periods within the Grant Term:

i. Project Completion Period

- a) Applies to all Project Components, with the exception of Indicator Tracking.
- b) Up to five (5) years from the date that the Parties have signed the Grant Agreement, unless otherwise amended. All Project Components, with the exception of Indicator Tracking, must be completed during the Project Completion Period.

ii. Performance Period

- a) May apply to CCI Projects only
- b) Begins immediately after each CCI Project is completed, if applicable
- c) Length of the Performance Period will vary for each applicable CCI Project and will be used to complete any additional required Indicator Tracking requirements.
- d) Will extend no longer than March 31, 2026.

M. Entities involved in the grant implementation process:

- i. "CARB" – California Air Resources Board
- ii. "Evaluation Technical Assistance" – Team hired by SGC to refine Grantee's Indicator Tracking Plans and assess the impact and benefits of the TCC Program
- iii. "Grantee" – Entity responsible for leading the implementation of the Project; identified as Lead Applicant in the Application
- iv. "Lead Entity" – Entity leading the implementation of a component of the Project; must be Grantee or a Partner
- v. "OPR" – Office of Planning and Research
- vi. "Parties" – City and Partner, collectively
- vii. "Partner" – Entity supporting the implementation of the Project and identified as Co-applicant in the Application
- viii. "SGC" – The Strategic Growth Council, but for the purposes of this agreement may be used interchangeably with the term State.

- ix. “State” – State is the State of California and its officers, offices, employees, agents, servants and volunteers, including but not limited to SGC and any state agency with an oversight role over the funding or the Project.
- x. “Subcontractors” – Third-parties hired by Partner
- xi. “Technical Assistance Staff” –Technical Assistance Staff with City reimbursed via a grant agreement with the Department of Conservation. Technical Assistance staff will work with Grantee during implementation of the Project

2. INCORPORATION. The TCC and AHSC Guidelines and all the attachments are hereby incorporated by reference into this Agreement as though fully set forth herein. As described in the TCC Guidelines, AHSC Project Components must conform to requirements of the AHSC Guidelines.

Partner understands this is a subrecipient agreement governed by the Grant Agreement, TCC Guidelines, and the SGC. Partner agrees to hold the City harmless in action arising out of TCC Program administration.

3. GRANT TERM. The grant term will commence on the date the Parties have signed the Agreement. City will notify Partner when work may begin. The grant term ends March 31, 2026, unless otherwise terminated or amended.

Partner’s obligations under this Agreement shall be deemed discharged only once all terms of this Agreement are fulfilled. Partner will be subject to the Project Completion and Project Performance Periods as defined under this Agreement.

4. SCOPE OF WORK. Partner will be responsible for administering the Project in a manner satisfactory to City and consistent with any standards required as a condition of provided Grant Funds. Partner shall perform as set forth in Exhibit S1 attached hereto and incorporated by reference herein and make a part hereof.

Partner shall administer the Project for the term of this Agreement. When applicable and except as set forth in this Agreement, before Partner begins construction or undertakes any other work of improvements on the Property, Partner at its own cost and expense, will independently secure all land use and other entitlements, permits, and approvals that City or any other governmental agency with jurisdiction over the Project requires for construction of the Project.

Partner will diligently complete the Project according to the Budget and Schedule of Deliverables as set forth in Exhibit S1, or by any other date as the parties, and SGC, may agree. City will monitor the performance of Partner against goals and performance standards as stated above.

Substandard performance, including Partner's inability or failure to perform or complete the Project in accordance with the Schedule of Deliverables, as determined by City or SGC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Partner within a reasonable amount of time, as determined by City or SGC, after being notified by City, termination procedures may be initiated.

5. AUTHORIZED SIGNATORIES.

At the time of execution, Partner will submit the Authorized Signatory Form that identifies the individual who is authorized to sign this Agreement and Project deliverables and related documents on behalf of Partner. Partner shall also provide verification of signature authority through a Board Resolution or other documentation acceptable to the City. Partner must also identify day-to-day contact by submitting the Designated Project Representative Form.

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Partner, Partner must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place.

Partner must keep Authorized Signatory letters up to date and submit changes through email to the City at the subsequent bimonthly reporting due date. Authorized Signatory letters will be kept on file with the City for up to four years after the Performance Period.

6. SUBCONTRACTORS. City's contractual relationship is with Partner and not any of Partner's Subcontractors, as defined by this Agreement and the TCC MOU. City's obligation to pay Partner is an independent obligation from Partner's obligation to pay Subcontractors.

- A. Partner must abide by the TCC MOU. This includes abiding by the processes defined within the TCC MOU, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.
- B. Partner is entitled to make use of its own staff and Subcontractors, as identified in the TCC MOU and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Agreement.
- C. Partner must manage, monitor, and accept responsibility for the performance of its own staff and Subcontractors, and conduct project activities and services consistent with professional standards for the industry and type of work being performed under

this Agreement.

- D. Partner must notify City if Partner or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the Project.

Nothing contained in this Agreement will create any contractual relationship between City and Subcontractors, and no subcontract will relieve Partner of its responsibilities and obligations under the terms of this Agreement. Partner agrees to be fully responsible to City for the acts and omissions of Partner and Subcontractors, and of persons either directly or indirectly employed by them.

- 7. AMENDMENTS AND MODIFICATIONS. City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding Agreements, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both City and Partner. Any additional modification or amendment of the terms of this Agreement will be made in writing. No oral understanding or agreement not incorporated in the Agreement as a fully executed amendment is binding on any of the Parties.

Any request by Partner for a modification or amendment must explain the purpose of the request, how the request is consistent with the Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC program will not be approved because of the competitive nature of the process that resulted in the award of the grant to the City.

- A. Process for Modification and Amendment Requests:

- i. Deadlines for Requests:

- a) Partner's modification requests must be submitted in writing to City at least 45 calendar days prior to when the modification will take effect. Modifications to Exhibit S1: Budget and Schedule of Deliverables may be made no more often than bimonthly.
- b) Amendment requests must be submitted in writing to City at least 75 calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than four months prior to the end of the Project Completion Period.

- ii. City shall submit modification and amendment requests to

SGC wherein SGC will make a determination (i.e. approval or denial) about the request based on a timeline set forth in the Grant Agreement. SGC's response may include additional questions or notify the parties that additional time is required

- iii. Effective Date of Modification or Amendment:
  - a) If SGC approves the modification request in writing, the modification may take effect immediately after City notifies Partner.
  - b) If SGC approves the amendment request, City will notify Partner and provide SGC's amendment to this Agreement. Amendment requests will take effect on the date the amendment is executed by all parties.
  - c) If SGC rejects the request in writing, City will coordinate with Partner to file a Dispute as set forth herein.

B. Types of allowable Modifications and Amendments:

- i. Changes to the contractual parties:
  - a) Modification: changes to Partner's Authorized Signatories
  - b) Amendment: changes to Partners or terms in the TCC MOU or Agreement
- ii. Changes to the Budget and Schedule of Deliverables of any CCI Project and/or Transformative Plan:
  - a) Modification: changes to the descriptions of tasks in the Budget and Schedule of Deliverables (i.e. details regarding methods used to achieve deliverables).
  - b) Amendment: changes to deliverables in the Budget and Schedule of Deliverables
- iii. Reallocation of funds within the Budget and Schedule of Deliverables for a CCI Project and/or Transformative Plan:
  - a) Modification: less than 10 percent of funds moved between tasks
  - b) Amendment: more than 10 percent of funds moved between tasks
- iv. Changes to timelines
  - a) Modification: changes to deliverable due dates
  - b) Amendment: changes to a Project Completion

Deadline. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31, 2026.

8. CONDITIONS FOR BEGINNING WORK. For CCI Projects, Partner shall achieve readiness prior to beginning reimbursable work. Partner shall demonstrate readiness in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the TCC Application, and when applicable, demonstrate site control of project sites.

All CCI Projects must achieve readiness within the first year of the grant term or will be deemed infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.

For projects with allowable pre-construction costs that can be spent prior to achieving readiness, the Partner shall meet readiness requirements for the construction phase of projects prior to beginning reimbursable construction work.

For the Low Carbon Transportation: Car Sharing and Mobility project type, all project sites must be identified and meet readiness requirements prior to beginning reimbursable work.

For projects with multiple project sites that will be secured during the Project Completion Period, the following readiness requirements will apply:

- A. Partner does not need to demonstrate site control and compliance on all project sites prior to beginning reimbursable work but shall achieve all other readiness requirements in accordance with Appendix D of the Guidelines and the Readiness Workbook submitted with the Application prior to beginning reimbursable work.
- B. Partner shall have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.
- C. Partner shall demonstrate site control and compliance with all applicable laws in order for reimbursement for the work on a project site.

SGC has sole discretion to determine when the Partner demonstrates readiness for each CCI Project and may only begin reimbursable work for each CCI Project under this Agreement upon written notice from SGC.

The Transformative Plans will be finalized during the first quarter of the grant term. No reimbursement will be approved for plan implementation until SGC or City approve the revised plans and Partners may only begin reimbursable work upon written notice from SGC or the City.



9. REPORTING REQUIREMENTS.

A. Partner's General Reporting Requirements:

- i. All reports must be completed using templates attached to this Agreement or as otherwise provided by the City.
- ii. The first reporting period will begin on the start date of the Grant Agreement.
- iii. All reports must be submitted to the City on the due date specified in the Reporting Schedule. When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first business day that follows.
- iv. All reports must be signed by the Authorized Signatory or Designee on file.
- v. SGC and the City may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- vi. Partner's failure to timely meet the reporting requirements may result in a delay in reimbursement.

B. Bimonthly Progress Reports:

- i. Partner must complete Bimonthly Progress Reports (Exhibit S6) using the template attached to the Agreement.
- ii. Partner must complete Bimonthly Progress Reports for the duration of the Project Completion Period.
- iii. Bimonthly Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Agreement as well as the tasks outlined in the annual Detailed Work Plan and Budget for each CCI Project, Non-CCI Project, and Transformative Plan.
- iv. Partner must report on any readiness and compliance requirements fulfilled during the invoicing period. Partner must provide supporting documentation, as requested by the City.

C. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period:

- i. Annual Progress Report: Partner must complete Annual

Progress Reports using the template that will be provided by the City.

- ii. Leverage Funding Report: Partner must submit Detailed Leverage Reporting forms using the template attached to the Agreement (Exhibit S7).
- iii. Detailed Work Plan and Budget: Partner must provide the annual detailed work plan and budget aligned with the Work Plan and Budget in the Agreement, and submit as a deliverable.
- iv. Equipment Inventory Record: Partner must maintain an inventory of all equipment acquired with CCI funds.
- v. Indicator Tracking Report: Partner must report annually on the tracked indicators described in the Indicator Tracking Tables attached to this Agreement (Exhibit S9).

D. Project Completion Reports:

- i. Completion Report: Partner must submit a report at the completion of each individual CCI project using the template provided by the City.
- ii. Partner must submit any supporting documentation required to demonstrate that projects are fully completed.

E. Final Reports:

- i. Final Report: Partner must submit a final report at the end of the Performance Period using the template provided by the SGC.
- ii. Leverage Funding Report: Partner must submit a detailed summary of the leverage funding spent using the template provided by the City.
- iii. Equipment Inventory Record: Partner must submit an inventory of all equipment acquired with CCI funds using the template provided by the City.

F. Annual until end of the performance period and Project Completion CARB and SGC Indicator Tracking Reports:

- i. Partner must revise and update GHG reductions estimates for the following scenarios:
  - a) CCI Projects for which there was insufficient information to estimate GHG emission reductions at the time of application must estimate the GHG emission reductions using applicable CARB

quantification methodologies upon meeting the readiness requirements.

- b) CCI Projects that change between the application and implementation stages in a way that would impact the estimated GHG emission reduction, must report an updated estimate.
  - c) CCI project types with a two-step approach to GHG emission reduction quantification, generally consumer-based incentive programs, must estimate GHG emission reductions again after implementation.
- ii. Partner must track the following information for each CCI Project for the duration of the grant term:
    - a) Inputs to support calculations of GHG reductions
    - b) Co-benefit indicators
    - c) Project outcome information
    - d) Employment benefits and outcomes
  - iii. Partner must track and report on all indicators incorporated into the Indicator Tracking Plan (Exhibit S9) finalized with the City and SGC and the Evaluation Technical Assistance during the Pre-Contract Consultation period until end of the performance period.

#### 10. PAYMENT PROVISIONS.

- A. Partner shall be paid on a reimbursement basis:
  - i. Partner must invoice City before City submits an invoice to SGC. TCC funds will be issued to City, which will be responsible for dispersing payment to Partner. All invoices must be supported by adequate documentation evidencing the direct cost for which the Partner seeks reimbursement has been incurred.
  - ii. City shall not pay Partner prior to receiving approval for invoices from SGC.
  - iii. For CCI Projects, Community Engagement Plan, and Workforce Development Plan, Partner may only request reimbursement for eligible costs incurred during the Project Completion Period. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
  - iv. During the Project Completion Period, Partner may request

reimbursement for Grant Administration costs as well as costs for Implementing CCI Projects and Transformative Plans.

B. Eligible costs

Partner should refer to the TCC Guidelines including Appendices D, H, and I for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

- i. Direct costs are costs directly tied to the implementation of the Project. Direct costs may include, but are not limited to: personnel, supplies, signs, or travel expenses directly tied to the implementation of the grant. Insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or project requirements.
- ii. Travel costs: Travel expenses directly related to the performance of this Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Agreement.
  - a) SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Incidental costs and travel costs outside the State of California will not be reimbursed. Tips and gratuities will not be reimbursed.
  - b) Partner shall maintain and submit for reimbursement for staff working on the project detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.
- iii. Partner shall ensure travel costs are outlined in the Budget Detail Worksheet (Exhibit S5 1) which should be tied to tasks and deliverables in the Work Plan (Exhibit S1).
- iv. Partner and any person traveling pursuant to this Agreement shall indemnify and hold harmless the City, Department and State of California for any liabilities resulting from such travel.

- v. CCI Project-specific allowable costs are costs that are only allowed for certain CCI Projects. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions below. These costs may still be subject to additional restrictions per Appendix D of the Guidelines and will not be reimbursed if incurred for other CCI Projects:
  - a) Operational costs are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low Carbon Transit Operations Program, Low Carbon Transportation, Urban Greening, Urban and Community Forestry, Organics, and Food Waste Prevention and Rescue.
  - b) Pre-construction costs (such as design, engineering, permitting, and environmental assessment) are allowed under the following CCI Projects: Affordable Housing and Sustainable Communities, Low-Income Weatherization Program, Water-Energy Grant Program, Urban Greening, Urban and Community Forestry.
- vi. Transformative Plan Allowable Costs are costs allowed for the implementation of the Community Engagement Plan and Workforce Development Plan:
  - a) Community engagement and outreach costs must be directly related to the implementation of the CCI Projects included in the Project, per Appendix H of the Guidelines. Community Engagement costs may account for no more than 8 % of the total grant award.
  - b) Workforce development, training, and education program costs must be for eligible job training programs per Appendix I of the Guidelines.
- vii. Administrative costs are costs directly tied to the administration of the TCC grant, which include, but are not limited to: staff salaries and benefits, supplies, Indicator Tracking costs, and other resources used to administer the grant. Administration of the grant may include: activities required for coordinating the Grantee/Partner relationship, reporting, invoicing, etc. Administrative costs may account for no more than 10 % of the total grant award.

C. Ineligible costs

- i. Indirect costs are not eligible for reimbursement with TCC

funds. Indirect costs are defined as expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not directly tied to the grant but are necessary for the general operation of the organization. Examples of indirect costs may include, but are not limited to: salaries and benefits of employees not directly assigned to a project, but providing general support services such as personnel, business services, information technology, janitorial, and overhead such as rent, utilities, supplies, etc.

Under no circumstances will Partner seek reimbursement, nor be reimbursed or paid, for any cost that has been, or will be, paid through another funding source. Grant funds cannot finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.

- ii. Partner must not seek reimbursement for any interest accumulated in order to finance the project.
- iii. Partner will not use or allow the use of any portion of the Project, including real property, for mitigation without the prior written permission of SGC . Any practices that are required as mitigation or other mandated activities of any kind may not be financed by this grant program.

D. All costs must be reasonable, as defined below:

- i. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
  - a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Agreement.
  - b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Agreement.
  - c) Market prices for comparable goods or services for the geographic area.

- d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
- e) Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.
- ii. SGC has the ultimate discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the SGC. If necessary, City will coordinate with Partner to file a Dispute to contest SGC's determination.

E. Retention

- i. 5% of total requested amount for each CCI Project will be withheld with exception of Grant Administration costs, Community Engagement Plan, and Workforce Development Plan invoices, until SGC determines the requirements of that project have been fulfilled.

11. BIMONTHLY INVOICING. During the Project Completion Period, Partner will submit one email with the invoice package to the City on the Report Due Date listed in the Project Completion Period Reporting Schedule.

During the Performance Period, Partner will submit one email with the invoice package to the City on the Report Due Date listed in the CARB Indicator Reporting Schedule.

- A. Invoice Package - An invoice, supporting documentation, and the appropriate reporting materials are collectively referred to as the "invoice package."
  - i. Invoice – Partner must use the invoice templates provided in this Agreement.
    - a) Expenses should be broken out at the task level.
    - b) Expenses under each task should be broken out by cost type.
    - c) Indicator Tracking costs, travel, and equipment should be clearly identified.
  - ii. Supporting documentation – Partner must submit supporting documentation for all itemized costs. Documentation may include, but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the

specific service was rendered or purchase was made. Original supporting documentation is not required and should be retained by Partner.

- a) Supporting documentation should be clearly labeled by task.
  - b) Supporting documentation does not need to be provided for administrative costs. However, Partner must maintain records of administrative costs to be made available upon request from the City or SGC.
  - c) Records documenting time spent performing the work must identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual's time was devoted, the hourly rate, and the amount of time spent.
- iii. Report(s) – Partner must submit the appropriate reporting materials described in Reporting Requirements, Section 9.
- B. Partner must submit the invoice package electronically by email only to the City. The invoice must be signed by the Authorized Signatory or Designee. By submitting the invoice package to the City, Partner certifies that all costs are eligible for reimbursement, that all work has been completed in accordance with the Grant requirements and that the invoice total reflects actual costs incurred.
  - i. SGC has the discretion to determine the sufficiency of work completed and completeness of an invoice package.
  - ii. If SGC determines an invoice package is complete and sufficient, SGC will notify City and approve the invoice. City will issue one check to Partner after the invoice is approved by SGC. Partner is responsible for dispersing payment to any Subcontractors.
- C. Invoice packages that do not meet the Grant requirements or terms of this Agreement, are incomplete, or have inaccuracies, will be returned to Partner for resubmittal within fifteen working days with an explanation of why it was not approved.
  - i. SGC may authorize partial payment of an invoice package and require Partner to resubmit the remaining portions in order to fix any inaccuracies or incomplete information.
  - ii. Partner must resubmit the amended invoice package (either partial or full) in the same manner as the original invoice



within 5 working days after receiving the notification while addressing the identified concerns.

- D. If it is determined that Partner submitted false or materially inaccurate invoices, supporting document or components of the Application, any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Agreement may be imposed.
- E. Partner's final invoice for a CCI Project, when applicable, should include a request for reimbursement of the retention withheld throughout the Project Completion Period.

12. LEVERAGE FUNDING.

- A. Partner will report on the leverage funding expended in the Bimonthly Progress Report and Annual Detailed Leverage Reporting form. Partner must retain supporting documentation of leverage funding that will be made available to the City or SGC upon request.
- B. Leverage funding must be spent within the Project Area and for the purposes of the Project.
- C. Partner may report on the expenditure of leverage funding starting January 29, 2018, through the end of the Performance Period.
- D. If leverage funding sources change during the grant term, Partner will notify the City at the subsequent bimonthly reporting due date.
  - i. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Agreement.
  - ii. Changes in leverage funding sources that impact the 50 percent eligibility requirement in the Guidelines and Application may require a remedy to be determined between City, Partner and SGC.

13. NON-CCI PROJECTS.

- A. Non-CCI projects must be completed by the end of the Performance Period and within the Project Area.
- B. Partner must integrate Non-CCI projects into the Detailed Work Plan and Budget, to be finalized within the first quarter of the grant term and updated on an annual basis.

14. WORK OUTSIDE THE PROJECT AREA. SGC and the City disclaim any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded

by the TCC Program. Partner waives any claims against the City or SGC related to such work.

15. REPAYMENT OF FUNDS. If grant funds are not expended, or have not been expended in accordance with the Grant requirements or this Agreement; or if real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant requirements or this Agreement; SGC has the sole discretion to take appropriate action, at law or in equity, including but not limited to:

- A. Requiring Partner to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
- B. Requiring Partner to repay any funds improperly expended.

16. AVAILABILITY OF FUNDS. Sufficient funds for this Agreement have been made available by the Budget Act of 2016 (AB 1613). However, this Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

If funding for any fiscal year is reduced or deleted by any Budget Act for purposes of this program, SGC will have the option to either cancel this Agreement with no liability occurring to SGC or the City, or offer an amendment to this Agreement to reflect the reduced amount.

17. REVENUE. All revenue generated as a part of any CCI Project or Transformative Plan must be used to further the Project to the extent reasonably possible.

18. MONITORING AND OVERSIGHT. Partner agrees that the City or SGC or its designated representative have the right to visit the project sites pertaining to any Project described in this Agreement. Project sites may include any public or participating private properties.

- A. Once the Agreement is executed, the City may request a regularly occurring monthly phone call or in-person meeting with Partner's Grant Manager to discuss the Project. Partner must work with the City to accommodate monitoring requests.
- B. The City or SGC retains the right to conduct site visits with the following minimum frequency:
  - i. Two times during the first two years of the grant term
  - ii. One time a year during the remaining years of the grant term
- C. At the City or SGC's discretion, site visits may occur more frequently.

- D. Partner agrees that the City, or the SGC or designated representative has the right to conduct a final inspection of completed CCI Projects, as determined by SGC. For construction projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the project has been completed in accordance with final plans and specifications and any modifications. Partner must notify the City of the inspection date at least ten working days prior to the inspection in order to provide SGC or City the opportunity to participate.
19. RECORDKEEPING. Partner must establish an official file for the Project funded by this Agreement. The file must contain adequate documentation of all actions taken with respect to the Project, including copies of the Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Subcontractors), required reports, and readiness and compliance documentation. The City and SGC reserve the right to audit Partner and all Subcontractor records for this project, as stated below.
- A. Partner must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Partner must maintain financial records of expenditures incurred during the Project in accordance with generally accepted accounting principles, including leverage funding that may be required.
- B. When applicable, Partner must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).
- C. Subcontractors paid with moneys under the terms of this Agreement must maintain all records as specified. Partner maintains responsibility for ensuring that Subcontractors comply with the requirements above.
20. INDEMNIFICATION. To the furthest extent allowed by law including California Civil Code section 2782, PARTNER shall indemnify, hold harmless and defend STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by STATE and CITY, PARTNER or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this

Contract. ~~PARTNER'S obligations under the preceding sentence shall apply regardless of whether STATE, CITY or any of their officers, officials, employees, agents, servants or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of STATE, CITY or any of their officers, officials, employees, agents, servants or volunteers. If PARTNER should subcontract all or any portion of the work to be performed under this Contract, PARTNER shall require each subcontractor to indemnify, hold harmless and defend STATE, CITY and each of its officers, officials, employees, agents, servants and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Contract.~~

21. INDEPENDENT CONTRACTOR. In furnishing the services provided for herein, Partner is acting solely as an independent contractor. Neither Partner, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Partner shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Partner is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Partner and City. Partner shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Partner shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Partner and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City's employees. Partner shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this agreement, Partner shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Partner's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this

Agreement , Partner may be providing services to others unrelated to City or to this Agreement.

22. INSURANCE. Partner must ensure the insurance policies set forth in Exhibit S2 are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of City, Partner, Subcontractors or employees engaged in carrying out any tasks specified in this Agreement.

(a) Throughout the life of this Agreement, the Partner shall pay for and maintain in full force and effect all insurance as required in Exhibit S2, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit S2 shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Partner or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, City may issue a Stop Work Order, until resolved, as described below, and all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Partner shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve Partner of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Partner shall not be deemed to release or diminish the liability of Partner, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Partner. Approval or purchase of any insurance contracts or policies shall

in no way relieve from liability nor limit the liability of Partner, its principals, officers, agents, employees, persons under the supervision of Partner, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If Partner should subcontract all or any portion of the services to be performed under this Agreement, Partner shall require each subcontractor to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Partner and the City prior to the commencement of any services by the subcontractor. Partner and any subcontractor shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers.

23. CALIFORNIA PUBLIC RECORDS ACT. Partner agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 6250 *et seq.*). Partner may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Agreement, subject to appropriate acknowledgement of credit to the SGC for financial support as described in Section 41, Publicity. Partner must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The City and SGC have the right to use any data described in this paragraph for any public purpose.
24. AUDIT AND RECORD RETENTION. Partner must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Partner agrees that the City, SGC or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Agreement and interview any employees who might reasonably have information related to such records.
  - A. Partner and Subcontractors must maintain copies of project records four years after the Performance Period, unless a longer period of records retention is stipulated.
  - B. The City and SGC retain the right to conduct an audit each year during the grant term and up to four years after the Performance Period.
  - C. If required by the SGC, the City may require recovery of payment from Partner to, issue a Stop Work Order or terminate the

Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. COMPLIANCE. Partner must fully comply with all applicable federal, state and local laws, ordinances, regulations, plans, and design standards. Partner must secure any new permits or licenses required by authorities having jurisdiction over the Project Area, and maintain all presently required permits. Partner shall coordinate with the City to ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Agreement. Partner must promptly provide evidence of such compliance if requested by the City or the SGC.

Additionally, Partner certifies that it currently is not and will not become:

- A. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;
- B. Subject to a cease and desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or
- C. Determined to be in violation of provisions of federal law relating to air or water pollution.

Partner must ensure Subcontractors comply with all terms in this section with respect to the Project.

26. PREVAILING WAGE AND LABOR COMPLIANCE. Partner certifies that it will comply with all prevailing wage requirements under California law, pursuant to Section 1720 et seq. of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects. A “public work” is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Partner can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

- A. Partner must ensure the following on “public work” activities under this Agreement:
  - i. Prevailing wages are paid;
  - ii. The project budget for labor reflects these prevailing wage requirements; and
  - iii. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate

payroll records, and complying with all working hour requirements and apprenticeship obligations.

- B. Partner must ensure that its Subcontractors, if any, also comply with prevailing wage requirements. Partner must ensure that all agreements with its Subcontractors to perform work related to the Project contain the above terms regarding payment of prevailing wages on public works projects.
  - C. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.
    - i. Partner can identify the rates for prevailing wage on the DIR website at <http://www.dir.ca.gov>. Partner may contact DIR for a list of covered trades and the applicable prevailing wage.
    - ii. If Partner is unsure whether the Project or individual projects receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the DIR or an appropriate court.
    - iii. If Partner has questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Partner consult DIR and/or a qualified labor attorney before accepting this grant award.
27. AMERICANS WITH DISABILITIES ACT. Partner certifies that itself, and its Subcontractors comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines pursuant to the ADA (42 U.S.C. 12101 et seq.).
28. DRUG-FREE WORKPLACE CERTIFICATION. Partner certifies that it will provide a drug-free workplace to employees of Partner and Subcontractors by taking the following actions:
- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.
  - B. Establish a drug-free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;



- ii. the organization's policy of maintaining a drug-free workplace;
- iii. any available counseling, rehabilitation and employee assistance programs; and,
- iv. penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on the Agreement must:

- i. receive a copy of the company's drug-free workplace policy statement; and,
- ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

29. CHILD SUPPORT COMPLIANCE ACT. Partner recognizes the importance of child and family support obligations and must fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.; and

Partner, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

30. SELF-DEALING AND ARM'S LENGTH TRANSACTIONS. All expenditures for which reimbursement pursuant to this Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Partner or any employee or agent of Partner.

31. COMPUTER SOFTWARE. Partner must ensure that the appropriate systems and controls are in place so that funds under this Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

32. PERSONALLY IDENTIFIABLE INFORMATION. Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, *et seq.* and other relevant state or federal statutes and regulations. Partner must ensure that all such information or data that comes into possession under this Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

33. OWNERSHIP.

A. Deliverables:

- i. Partner hereby grants to the City and the SGC a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the City or SGC's behalf.

B. Equipment:

- i. For any equipment purchased or built with funds that are reimbursable as a direct cost of the Project, Partner must be the sole owner on title. During the Project Completion Period, equipment must be dedicated to the described use in the same proportion and scope as in the Agreement, unless SGC agrees otherwise in writing. On completion or early termination of the Agreement, the equipment may be returned or authorized for the continued use of such equipment at the Project Area. In making that determination, the useful life of the equipment will be considered. Partner may be required to refund the fair market value of equipment that continues to have a usable life, but is no longer required for project implementation.
- ii. Partner will assume all risk including cost for maintenance, repair, loss, destruction and damage to all equipment until disposition of equipment. SGC may, at its discretion, repair any damage or replace any lost or stolen items and deduct the cost from Partner's invoice, or require Partner to repair or replace any damaged, lost, or stolen equipment to the satisfaction of SGC with no expense to the SGC or City. In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).
- iii. Partner must maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under this Agreement. The inventory record should include, but is not limited to:
  - a) Grant Number
  - b) Description of Equipment
  - c) Manufacturer Name
  - d) Model (if applicable)
  - e) Model Year (for vehicles only)

- f) Serial Number, License Number or Vehicle Identification Number
- g) Date Purchased
- h) Purchase Order Number
- i) Original Cost

Non-expendable equipment so inventoried are equipment items that have a normal life expectancy of one year or more with an approximate unit price of \$5,000 or more. In addition, items of equipment that are prone to theft, loss, and misuse and may contain sensitive data (e.g. computers, printers, smartphones, tablets, cameras, GPS devices, etc.) costing less than \$5,000 must be inventoried.

- iv. Partner must use all equipment acquired only to provide service in the Project Area as it relates to this Agreement.
- v. The Equipment Inventory Record must be updated annually and upon request. See Reporting section for more information.

C. Vehicles:

- i. Partner must be the sole owner of all vehicles acquired as part of CCI Project, including but not limited to, bicycles, cars, buses, vans, rail passenger equipment. During the Project Completion Period, vehicles must be dedicated to the described use in the same proportion and scope as was in the Agreement, unless SGC agrees otherwise in writing.
- ii. Vehicles acquired must be maintained in a state of good repair and dedicated to that public transportation use for their full useful life, which, for the purpose of this Agreement, will be determined in accordance with standard State of California and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. If the ownership or use of vehicles change to a use not in accordance with the Agreement, Partner may be required to reimburse the City for the fair market value.

D. Infrastructure:

- i. Partner must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the CCI Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances. Any property

acquisition by Partner must not involve eminent domain proceedings or threat of eminent domain proceedings. Partner must record deed restrictions on Project property, as applicable.

- ii. Partner or an appropriate public agency, as applicable, must be the sole owner of all rights of way, real and personal property, improvements and infrastructure funded under this Agreement. The foregoing sentence notwithstanding, dispersed improvements such as those made under the Low-Income Weatherization Program may be made on private real property. Each site acquired or improved upon with funding provided under this Agreement must remain permanently dedicated to the described use in the same proportion and scope as was in the Agreement, unless SGC agrees otherwise in writing. If the ownership or use of the property changes to a use not in accordance with the Agreement, Partner may be required to provide reimbursement.
- iii. Partner is obligated to continue operation and maintenance of the physical aspects of the CCI Project in accordance with the described use in the same proportion and scope as in the Agreement, unless SGC agrees otherwise in writing. Partner may be excused from its obligations for operation and maintenance of the Project site only upon written approval from SGC. The CCI Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

E. Debt Security:

- i. Partner will not use or allow the use of any portion of real property purchased solely with Project funds as security for any debt. This debt financing prohibition is not applicable to the AHSC Project Component.

34. NON-PERFORMANCE. SGC has sole discretion to determine if Partner is performing in accordance with this Agreement. Non-performance may be determined for an individual CCI Project, Transformative Plan, or the entire Transform Fresno Plan. Non-performance issues can include, but are not limited to: misuse of funding for ineligible expenses, inability to meet performance requirements or schedule milestones, failure to complete or failure to make a good faith effort to complete the Project as a whole or any Project components, and/or failure to comply with the terms of this Agreement.

- A. The City will notify Partner in writing if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance.
  - B. Partner must respond to a determination of non-performance within 15 calendar days by either a) acting on corrective actions, or b) disputing the findings in writing.
  - C. SGC, without waiver of other rights or remedies, may require Partner to re-perform any actions not in accordance with this Agreement. SGC may withhold any payments due to Partner until the individual project or Project is brought back into full compliance. Costs and expenses for these actions will be borne by the applicable Partner.
  - D. If Partner fails to correct any non-performance to SGC's satisfaction, SGC may elect to terminate the entire Grant Agreement or any part thereof. Partner may be liable for immediate repayment to SGC of all amounts disbursed by SGC for the individual CCI Project, Transformative Plan as applicable and only if non-performing. SGC may, at its sole discretion, examine the extent of Partner compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to SGC or City.
  - E. Upon termination by SGC, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within 30 calendar days of the termination date.
35. DISPUTES. SGC has sole discretion to determine if an invoice, report, deliverable, or other supporting documentation is sufficient and complete, per the Agreement, TCC or AHSC Guidelines, CARB Funding Guidelines, and/or any other statutory requirement. All dispute, resolution, and appeal statements must be signed by the appropriate Authorized Signatory or Designee. City, Partner and relevant parties must attempt to negotiate a resolution before submitting a dispute.
- A. Partner will be notified in writing if any materials are determined to be insufficient or incomplete within five working days of receiving the materials.
    - i. Partner must respond in writing within five working days with either a) materials requested by the City or SGC, or b) a written statement disputing the City or SGC's findings. The dispute statement must contain a concise description of the dispute, along with any supporting documentation.
  - B. SGC will present a dispute resolution after receiving the dispute statement.

- i. Partner has fifteen working days to appeal a dispute resolution. The appeal statement must contain a concise description of the appeal, along with any supporting documentation.
  - C. SGC will respond to the appeal statement after receiving dispute resolution appeal statement.
    - i. If Partner wants to further appeal a dispute resolution after undergoing both the dispute and appeal process, City will coordinate with Partner to submit a further appeal statement to the Government Claims Program at the Department of General Services, the final administrative forum for resolution of the dispute.
    - ii. During a dispute, Partner and any subcontractors must observe any Stop Work Orders put into effect until the dispute is resolved.
- 36. STOP WORK ORDER. SGC has the right to issue a Stop Work Order for a Project, Transformative Plan, or the entire Transform Fresno Plan and suspend payments. SGC reserves the right to issue a Stop Work Order if there is a breach in the leverage funding commitments that put components of the Transform Fresno Plan at risk of not being completed.
  - A. Immediately upon receiving a Stop Work Order written notice, Partner must cease all work under the Project.
    - i. SGC may require remedial steps from Partner.
    - ii. Project may be terminated by means of an amendment.
  - B. Any costs incurred after the issuance of a Stop Work Order will not be reimbursed. Costs and expenses for these actions will be borne by Partner. Work may resume only upon written notification from the City that the Stop Work Order has ended or until the Project is terminated.

If Partner issues a Stop Work Order to any Subcontractors, Partner must notify the City within ten working days of issuing the order.



7. TERMINATION FOR CONVENIENCE. The City or SGC has the right to terminate this Agreement prior to the end of the grant term upon 30 calendar days of written notice. The written notice must specify the reason for early termination and may permit SGC or City to rectify any deficiency(ies) prior to the termination date.

- A. Conditions of early termination:
  - i. Upon any termination, Partner must deliver all invoices, reports, and other deliverables required by this Agreement

up to the time of termination. Partner must deliver all materials within 60 calendar days of the termination date. Upon receipt of notice of Termination for Convenience, Partner shall immediately take action to ensure neither it nor any subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

- ii. SGC will examine the extent of Partner compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with scope.

- 38. **The rights and remedies of the SGC and City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. HEALTH IMPACTS.** If the SGC has a reasonable concern about the public health impact of a Project Component, the SGC may require Partner to further study and mitigate the impact as directed by the SGC. Notwithstanding Section 10 of this Agreement, Partner may request any required study and mitigation to be considered an eligible cost for reimbursement based on the fiscal inability of the entity required to perform the directed work.
- 39. **RECYCLED CONTENTS PRODUCTS.** Partner must certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision must specify that the cartridges so comply (Pub. Contract Code § 12205).
- 40. **ENVIRONMENTAL JUSTICE.** In the performance of this Agreement, Partner must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California.
- 41. **PUBLICITY.** Partner agrees to adhere to the TCC Press Kit provided by SGC.
  - A. Branding: Partner is required to use the SGC and CCI names and/or logos for all publications, websites, signage, invitations, and other media-related and public-outreach products related to the TCC grant. All such materials must include the following standard language about the TCC Program and the California Climate

Investments:

*The Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health and economic benefits in California's most disadvantaged communities. TCC empowers the communities most impacted by pollution to choose their own goals, strategies and projects to enact transformational change – all with data-driven milestones and measurable outcomes. This program is administered by the Strategic Growth Council (SGC) which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians.*

*The TCC Program is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov)*

- B. Media: Partner must provide to City the name, phone number, and email address of Partner's point of contact for all press inquiries and communications needs related to the Project. Partner is encouraged to distribute a press release for major milestones throughout the lifecycle of the grant. All press releases must be approved by the City prior to distribution and City must be alerted and invited to participate in any and all press conferences related to the grant.
- C. Signs: Partner shall place, or cause to be placed, signs on project construction sites stating that SGC is providing financing through the TCC Program in an appropriate location(s), typeface and size containing the following message:



**TRANSFORM FRESNO**  
**THIS PROJECT HAS BEEN MADE POSSIBLE BY FINANCING FROM**  
**CALIFORNIA CLIMATE INVESTMENTS**  
**(FUNDED THROUGH THE GREENHOUSE GAS REDUCTION FUND)**  
**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM**  
**THROUGH THE STRATEGIC GROWTH COUNCIL**

The sign shall be maintained in a prominent location visible and legible to the public. If the job sign includes the acknowledgment and/or logo of one or more other public lenders, the SGC acknowledgment and logo shall also be displayed in a similar size and layout. Copies of the SGC and Program logos can be obtained by contacting the City.

Project types such as vehicles, equipment, and consumer-based incentives are also encouraged to identify the funding source by using a decal, sticker, or other signage that includes the California Climate Investments logo.

For projects with permanent infrastructure (e.g., AHSC, parks, transit stations, mobility hubs, EV charging stations, community gardens, bike lanes, pedestrian improvements), signage should be on durable materials for the life of the project. For projects with multiple sites or dispersed throughout the project area, such as the Low-Income Weatherization Program, or Urban and Community Forestry, signage must be posted on 10% of sites for the duration of the grant term. Signage should be of "lawn sign" quality for these disbursed sites.

Upon installation of the sign(s), Partner shall submit a digital photograph thereof to City to verify compliance with these signage requirements.

- D. Social media: Partner is encouraged to use social media to share the process of creating a TCC proposal and to inform the public of all stages of implementation. @CalSGC and @CAClimateInvest should be tagged on all posts related to the TCC grant. Use of the hashtags #TCC and #CommunityLedTransformation is also encouraged.
42. RELOCATION. If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area, Partner must provide a copy of the relocation plan.
43. UNION ORGANIZING. By signing this Agreement, Partner hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and

hereby certifies that:

- A. No grant funds disbursed by this Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
  - B. If Partner makes expenditures to assist, promote, or deter union organizing, Partner must maintain records sufficient to show that no state funds were used for those expenditures, and that Partner must provide those records to the Attorney General upon request.
44. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE:

City of Fresno  
Attn: City Manager, Transform Fresno  
2600 Fresno Street, Executive Offices  
Fresno, CA 93721

PARTNER:

Housing Authority of the City  
of Fresno, California  
Attn: Preston Prince,  
CEO/Executive Director  
1331 Fulton Street  
Fresno, CA 93721

45. ASSIGNMENT. This Agreement is not assignable by Partner, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Agreement.
46. ATTORNEY FEES. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
47. BINDING ON ALL SUCCESSORS AND ASSIGNS. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

48. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.
49. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.
50. DOCUMENT SUBMISSION. All correspondence and documents must be submitted through e-mail and contain the Project number and Partner's name in the subject line.
51. EFFECTIVE DATE. This Agreement shall be effective upon the parties' complete execution following City Council approval.
52. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by the parties.
53. EXHIBITS. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
54. EXPENSES INCURRED UPON EVENT OF DEFAULT. Partner shall reimburse City for all reasonable expenses and costs of collection and enforcement, including reasonable attorney's fees, incurred by City as a result of one or more Events of Default by City under this Agreement.
55. FORCE MAJEURE. Neither the City, nor Partner will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the SGC, City, Partner, Subcontractors, or vendors, and beyond the reasonable control of such party.
56. GOVERNING LAW AND VENUE. Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.
57. HEADINGS. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

58. NO THIRD PARTY BENEFICIARY. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Partner shall have any rights hereunder and shall look to Partner as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between City and such person, each such person shall be deemed to have waived in writing all right to seek redress from City under any circumstances whatsoever. Partner shall include this paragraph in all contracts and subcontracts.
59. NON-RELIANCE. Partner hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on City, its agents, employees or attorneys in entering into this Agreement.
60. PRECEDENCE OF DOCUMENTS. The performance of this Agreement must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, AHSC Guidelines and the Agreement.
61. QUALIFIED TO DO BUSINESS IN CALIFORNIA. When work under this Agreement is to be performed by a corporation, the corporation must be in good standing and currently qualified to do business in the state as defined in Revenue and Taxation Code Section 23101.
62. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.
63. SURVIVAL. The following Sections survive the termination or expiration of the Agreement: 5, 17, 18, 19, 20, 21, 22, 23, 24, 32, 33, 55, 56, 58, 62, 63, 65.
64. TIMELINESS. Time is of the essence in this Agreement.
65. WAIVER. Partner waives any and all rights to any type of express or implied indemnity or right of contribution from the City, officers, agents or employees, for any liability arising from, growing out of, or in any way connected with this Agreement. Partner waives all claims and recourses against the City, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected

with or incident to this Agreement, except claims arising from the gross negligence and intentional misconduct of the City, its officers, agents, and employees.

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Partner therefrom shall be effective unless the same shall be in writing, signed on behalf of the City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Partner in any case shall entitle the Partner to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's right to take other or further action in any circumstances without notice or demand.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California,  
on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

HOUSING AUTHORITY OF THE CITY OF  
FRESNO, CALIFORNIA

By: \_\_\_\_\_  
Wilma Quan-Schechter,  
City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_ Date \_\_\_\_\_  
Tracy N. Parvanian  
Senior Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

Title: \_\_\_\_\_  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

By: \_\_\_\_\_  
Deputy

REVIEWED BY:

\_\_\_\_\_

Addresses:

CITY:  
City of Fresno  
Attention: City Manager's Office-  
Transform Fresno  
Fresno City Hall  
2600 Fresno Street, Room 2084  
Fresno, CA 93721  
Phone: (559) 621-7799  
FAX:

PARTNER:  
HOUSING AUTHORITY OF THE CITY OF  
FRESNO, CALIFORNIA  
Attention: Preston Prince  
CEO/Executive Director  
1331 Fulton Street  
Fresno, CA 93721  
Phone: 559-443-8475  
FAX:

**EXHIBITS:**

1. Exhibit S1: Scope of Work, Budget and Schedule of Deliverables
2. Exhibit S2: Insurance Requirements
3. Exhibit S3: Special Terms and Conditions
4. Exhibit S4: AHSC Special Terms and Conditions
5. Exhibit S5: Partner Bimonthly Invoice Detail
6. Exhibit S6: Partner Bimonthly Progress Report
7. Exhibit S7: Detailed Leverage Funding Report
8. Exhibit S8: Reporting Schedule
9. Exhibit S9: Indicator Tracking Tables
10. Exhibit S10: Authorized Signatory Form
11. Exhibit S11: Designated Project Representative(s)
12. Exhibit S12: TCC Project Area Map
13. Exhibit S13: City of Fresno Letter

## **EXHIBIT S1: SCOPE OF WORK, BUDGET AND SCHEDULE OF DELIVERABLES**



*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1*  
City of Fresno  
Grant Number: SGC18119

**Budget and Schedule of Deliverables for CCI Projects**

|   |  |
|---|--|
| <b>CCI Project Name and #:</b> 1 – Chinatown Housing Development<br><b>Project Type:</b> Affordable Housing and Sustainable Communities<br><b>Address:</b> 1101 F Street, Fresno, CA, 93706<br><b>Project Description:</b> The proposed Chinatown project will be a high density, 4-story mixed-use development with 4695 square feet. of ground floor retail space. The Chinatown project will have 56 affordable workforce housing units, and one (1) manager’s unit. The site consists of 0.60 acres of vacant land at 1101 F Street, Fresno, CA 93706 and is within one block of the proposed High Speed Rail Station and across the street from the proposed City Park. This project provides affordable housing, encourages use of mass transit and pedestrian walkways, and provides new retail space to stimulate economic development. |  |
| Land Area: 0.60 acres   | Estimated Residential Rental Area: 54188 sq. ft                        |
| Number of Buildings:1   | Estimated Commercial Area: 4695 sq. ft                                 |
| Total Requested AHD Fund: \$8,007,319   | Total Requested STI Fund: \$977,902                                    |
| Total Requested HRI Fund: \$2,800,000   | Total Requested Admin Fund Including Cost for Indicators Tracking: \$0 |
| <b>AHSC Lead Partner:</b> Housing Authority of the City of Fresno, CA<br><b>Developer:</b> Housing Authority of the City of Fresno, CA  |  |
| <b>Project Reimbursement Conditions:</b><br>The City of Fresno commits to permanently cease all burning activity at the City’s Fire Station 3 (located at 1406 Fresno Street in the Chinatown neighborhood) including burning in the Training Tower and all burning that could be associated with live burn drills, vehicles and or use of the Fire Department’s single-story burn props, regardless of their placement on the site of the training facility on or prior to the Tax Credit Financial closing related to this project. No reimbursement will be approved until SGC receives an official letter from the City of Fresno and Housing Authority of the City of Fresno that the grant condition has been met. <b>See Exhibit S13 City of Fresno Letter.</b>  |  |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

Affordable Housing Development (Part 1 of 3)

a) *Scope of Work*

- TCC Restricted Units must equal at least 20 percent of the total residential units.

| # of Bedrooms       | # of Units | AHSC<br>Restricted* | Income Limit<br>(% of AMI) | Total<br>Unrestricted<br>Unit | TOTAL<br>RESTRICTED<br>UNITS** |
|---------------------|------------|---------------------|----------------------------|-------------------------------|--------------------------------|
| 0                   | 5          | 5                   | 30% AMI                    |                               | 5                              |
| 1                   | 5          | 5                   | 30% AMI                    |                               | 5                              |
| 2                   | 5          | 5                   | 30% AMI                    |                               | 5                              |
| 3                   | 0          | 0                   | 30% AMI                    |                               | 0                              |
| 0                   | 4          | 4                   | 50% AMI                    |                               | 4                              |
| 1                   | 4          | 4                   | 50% AMI                    |                               | 4                              |
| 2                   | 5          | 5                   | 50% AMI                    |                               | 5                              |
| 3                   | 1          | 1                   | 50% AMI                    |                               | 1                              |
| 0                   | 6          | 6                   | 60% AMI                    |                               | 6                              |
| 1                   | 7          | 7                   | 60% AMI                    |                               | 7                              |
| 2                   | 13         | 13                  | 60% AMI                    |                               | 13                             |
| 3                   | 1          | 1                   | 60% AMI                    |                               | 1                              |
| 3                   | 1          |                     | none                       | 1                             | 56                             |
| Total Project Units | 57         | 56                  |                            | 1                             |                                |

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1*  
City of Fresno  
Grant Number: SGC18119

- Total Restricted units include all units restricted by TCC and TCAC. The TCC award amount was calculated based on the number of Total Restricted Units.
- Additionally, upon completion, the Affordable Housing Development must meet or exceed the applicable minimum Net Density as set forth in Section 103(a)(1)(A)(iv) of the AHSC Guidelines.

*b) Milestones*

| PERFORMANCE MILESTONE  | DATE       |
|--|------------|
| Execute binding agreement between the Recipient and developer of the proposed Capital Project detailing the terms and conditions of the Capital Project development. | 02/25/2019 |
| Secure all Enforceable Financing Commitments.  | 12/11/2019 |
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.                                   | 06/18/2019 |
| Commencement of construction.  | 03/15/2020 |
| Construction complete and the filing of the Notice of Completion.  | 05/15/2021 |
| Permanent loan closing.  | 12/15/2021 |
| Program funds fully disbursed.   | 12/15/2021 |

*c) Overall Budget*

| USES OF FUNDS                | REQUESTED TCC AHD FUNDS | TOTAL RESIDENTIAL SOURCES/COSTS | TOTAL COMMERCIAL SOURCES/COSTS |
|------------------------------|-------------------------|---------------------------------|--------------------------------|
| Lesser of Land Cost or Value |                         | \$225,000                       |                                |
| Demolition                   |                         |                                 |                                |
| Legal & Closing Costs        |                         |                                 |                                |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|                                  |                    |                     |                    |
|----------------------------------|--------------------|---------------------|--------------------|
| Verifiable Carrying Costs        |                    |                     |                    |
| Existing Improvements Cost       |                    |                     |                    |
| <b>Total Acquisition</b>         |                    | <b>\$225,000</b>    |                    |
| Off-Site Improvements            |                    | \$950,000           |                    |
| Environmental Remediation        |                    |                     |                    |
| Site Work (hard costs)           |                    | \$601,858           |                    |
| Urban Greening                   |                    |                     |                    |
| Structures (hard costs)          | \$8,007,319        | \$10,673,445        |                    |
| Commercial Space (hard costs)    |                    |                     | \$939,000          |
| Parking                          |                    | \$1,160,000         |                    |
| General Requirements             |                    | \$744,487           |                    |
| Contractor Overhead              |                    | \$744,487           |                    |
| Contractor Profit                |                    | \$246,426           |                    |
| GC Bond Premium/ Insurance       |                    | \$471,992           | \$13,008           |
| Solar System                     |                    | \$473,200           |                    |
| Other (Tenant Improvements)      |                    |                     | \$200,000          |
| <b>Total New Construction</b>    | <b>\$8,007,319</b> | <b>\$16,065,895</b> | <b>\$1,152,008</b> |
| Design                           |                    | \$957,666           | \$78,045           |
| Supervision                      |                    |                     |                    |
| <b>Total Architectural Costs</b> |                    | <b>\$957,666</b>    | <b>\$78,045</b>    |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|                                       |  |                    |                 |
|---------------------------------------|--|--------------------|-----------------|
| Engineering                           |  | \$150,000          |                 |
| ALTA Land Survey                      |  |                    |                 |
| <b>Total Survey &amp; Engineering</b> |  | <b>\$150,000</b>   |                 |
| Hard Cost Contingency                 |  | \$1,056,785        | \$56,950        |
| Soft Cost Contingency                 |  | \$177,725          |                 |
| <b>Total Contingency Costs</b>        |  | <b>\$1,234,510</b> | <b>\$56,950</b> |
| Construction Loan Interest            |  | \$889,055          |                 |
| Origination Fee                       |  | \$153,147          |                 |
| Credit Enhancement & App. Fee         |  | \$5,000            |                 |
| Owner Paid Bonds/Insurance            |  |                    |                 |
| Lender Expenses                       |  | \$15,200           |                 |
| Taxes During Construction             |  | \$20,000           | \$5,000         |
| Prevailing Wage Monitor               |  | \$100,000          |                 |
| Insurance During Construction         |  | \$26,000           |                 |
| Title and Recording Fees              |  | \$10,000           |                 |
| Construction Mgmt. & Testing          |  | \$50,000           |                 |
| Predevelopment Interest Exp.          |  | \$5,000            |                 |
| Other: Accrued Interest on Soft Loans |  | \$222,632          |                 |
| Other:                                |  | \$0                |                 |
| <b>Total Construction Expenses</b>    |  | <b>\$1,496,034</b> | <b>\$5,000</b>  |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|   |  |                  |  |
|---|--|------------------|--|
| Loan Origination Fee(s)   |  | \$26,500         |  |
| Lender Expenses   |  | \$25,900         |  |
| Credit Enhancement & App. Fee   |  |                  |  |
| Title and Recording   |  | \$10,000         |  |
| Property Taxes  |  |                  |  |
| Insurance   |  | \$15,000         |  |
| <b>Total Permanent Financing</b>  |  | <b>\$77,400</b>  |  |
| Construction Lender Legal Expenses  |  | \$35,000         |  |
| Permanent Lender Legal Fees   |  |                  |  |
| Sponsor Legal Fees  |  | \$175,000        |  |
| Organizational Legal Fees   |  | \$30,000         |  |
| Syndication Legal Fees  |  | \$15,000         |  |
| <b>Total Legal Fees</b>   |  | <b>\$255,000</b> |  |
| Operating Reserve   |  | \$195,263        |  |
| Replacement Reserve   |  | \$28,500         |  |
| Rent-Up Reserve   |  |                  |  |
| Transition Reserve  |  |                  |  |
| Other: Reserve for Transit Passes for 56 units for 5 years (\$48.00/pass) |  | \$161,280        |  |
| <b>Total Capitalized Reserves</b>   |  | <b>\$385,043</b> |  |
| Appraisal(s)  |  | \$2,000          |  |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|                                       |                    |                     |                    |
|---------------------------------------|--------------------|---------------------|--------------------|
| Market Study                          |                    | \$6,000             |                    |
| Physical Needs Assessment             |                    |                     |                    |
| Environmental Studies                 |                    | \$25,000            |                    |
| <b>Total Reports &amp; Studies</b>    |                    | <b>\$33,000</b>     |                    |
| CTCAC App./Alloc./Monitor Fees        |                    | \$36,630            |                    |
| CDLAC Fees                            |                    | \$5,360             |                    |
| Local Permit Fees                     |                    | \$200,000           |                    |
| Local Development Impact Fees         |                    | \$600,000           |                    |
| Other Costs of Bond Issuance          |                    | \$118,629           |                    |
| Syndicator / Investor Fees & Expenses |                    |                     |                    |
| Indicator Tracking                    |                    | \$50,000            |                    |
| Furnishings                           |                    | \$200,000           |                    |
| Final Cost Audit Expense              |                    | \$20,000            |                    |
| Marketing                             |                    | \$75,000            |                    |
| Financial Consulting                  |                    | \$55,000            |                    |
| Other: Planning Consultant            |                    | \$15,000            |                    |
| <b>Total Other Costs</b>              |                    | <b>\$1,375,619</b>  |                    |
| <b>SUBTOTAL</b>                       | <b>\$8,007,319</b> | <b>\$22,255,167</b> | <b>\$1,292,003</b> |
| Developer Fee/Overhead/Profit         |                    | \$3,454,910         |                    |
| Consultant/Processing Agent           |                    |                     |                    |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|                                      |                    |                     |  |
|--------------------------------------|--------------------|---------------------|--|
| Project Administration               |                    |                     |  |
| Syndicator Consultant Fees           |                    |                     |  |
| Guarantee Fees                       |                    |                     |  |
| Broker Fees Paid to Related Party    |                    |                     |  |
| Construction Oversight & Mgmt.       |                    |                     |  |
| <b>Total Developer Costs</b>         |                    | <b>\$3,454,910</b>  |  |
| <b>Total Project Costs</b>           |                    | <b>\$27,002,080</b> |  |
| <b>Total Requested TCC AHD Funds</b> | <b>\$8,007,319</b> |                     |  |

d) Detailed Budget

| Major Tasks  | Deliverables/Milestones  | Timeline   | Grant Funds                               |
|--|--|--|---|
| <b>Task 1: Escrow Closing (Affordable Housing Development Draw Request)</b>  |  |  |   |
| Subtask A: Prepare final construction documents<br>Subtask B: Secure bond allocation and 4% tax credits from CDLAC and CTCAC<br>Subtask C: Close Escrow<br>Subtask D: Commence Construction<br>Subtask E: Submit draw request to SGC for 25% of TCC AHSC AHD funds | Subtask A: Final Construction Documents<br>Subtask B: Resolution from CDLAC on bond allocation and reservation letter from CTCAC<br>Subtask C: Closing Statement<br>Subtask D: Commence Construction<br>Subtask E: Submit draw request for 25% of TCC AHSC AHD funds | Subtask A: Month 2-8<br>Subtask B: Month 9-11<br>Subtask C: Month 12-14<br>Subtask D: Month 12-14<br>Subtask E: Submit draw request for 25% of TCC AHSC AHD funds one month after construction commencement (estimated Month 15) | <b>\$2,001,829.75</b><br>(First 25% Draw) |
| <b>Task 2: Construction (Affordable Housing Development Draw Request)</b>  |  |  |   |



Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|   |  |   |  |
|---|--|---|--|
| Subtask A: Complete 50% of construction<br>Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds   | Subtask A: Construction documentation verifying that 50% of the construction budget has been expended with supporting invoices and payment documentation<br><br>Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds   | Construction Start Date: Month 14<br>50% Construction Completion: Estimated Month 21<br><br>Construction End Date: Estimated January Month 28   | <b>\$2,001,829.75</b><br><br>(Second 25% Draw) |
| <b>Task 3: Complete Construction (Affordable Housing Development Draw Request)</b>  |  |   |  |
| Subtask A: Complete 75% of construction<br>Subtask B: Complete construction<br>Subtask C: Submit 3rd and 4th draw request for 25% of TCC AHSC AHD funds   | Subtask A: Construction documentation verifying that 75% of the construction budget has been expended with supporting invoices and payment documentation.<br><br>Subtask B: Verification of Certificate of Occupancy and Copy of Recorded Notice of Completion<br><br>Subtask C: Submit 3rd and 4th draw request for 25% of TCC AHSC AHD funds | Subtasks A - D:<br>Construction End Date: Estimated Month 28<br><br>Submit after 35 days from recordation date of Notice of Completion<br><br>Meet the CDLAC 50% test<br><br>Submit draw for 3rd and 4th draw request on Month 25 | <b>\$2,001,829.75</b><br><br>(Third 25% Draw)  |
| <b>Task 4: Project completion</b>   |  |   |  |
| <b>Final 25% of the requested fund will be released upon receiving applicable documents listed below:</b> <ul style="list-style-type: none"> <li>• Proposal for Management Agent.</li> <li>• Management Agreement.</li> <li>• Management Plan</li> <li>• Rental Agreement, exhibits and HCD Lease Addendum.</li> <li>• Appeal and grievance procedure.</li> <li>• Evidence of hazard and liability insurance. Submit certificate with the liability endorsement.</li> </ul> |  |   |  |

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1*  
City of Fresno  
Grant Number: SGC18119

- Initial proposed operating budget and explanation of budgeted costs (electronic version required).
- Schedule of Rental Income (electronic budget).
- Updated preliminary title report (less than 30 days old).
- ALTA Land Title "As Built" Survey (SGC must be named as a party to the transaction within the signed Surveyor's Certificate).
- Partnership borrowers: all partnership agreement documents including amendments, LP-1, LP-2, loan authorization and certificate of status from Secretary of State.
- "Corporate managing general partner or borrower: articles of incorporation, by-laws, resolution, certificate of status from the Secretary of State (SOS).
- Limited Liability Company managing general partner or borrower: articles of organization, operating agreement, resolution, certificate of status from the SOS."
- Prevailing Wage Compliance Certificate.
- Certification of Completion.
- Architect's completion certificate.
- Statement from borrower certifying receipt of all construction warranty documents and an itemization of these documents.
- Final certificate of occupancy.
- Copy of recorded notice of completion.
- Final audited cost certification - signed.
- General Liability and Property Insurance copies.
- Recorded deed of trust.
- Signed checklist for jurisdiction's checklist.

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

Housing Related Infrastructure (Part 2 of 3)

| <b>Lead Entity:</b> Housing Authority of the City of Fresno, CA  |   |  |  |                |
|--|---|--|--|----------------|
| <b>Project Description:</b> Construct site utilities, surface improvements, and parks-landscaping amenities associated with China Town Housing Development   |   |  |  |                |
| Task   | Deliverables/Milestones   | Timeline   | Grant Funds  | Leverage Funds |
| <b>Task 1: Escrow Closing (Affordable Housing Development Draw Request)</b><br><br>Subtask A: Documentation of site acquisition<br>Subtask B: Documentation of impact fees<br>Subtask C: Documentation of architectural and engineering services | Subtask A: Submit documentation of site acquisition<br><br>Subtask B: Submit documentation of impact fees to be paid<br><br>Subtask C: Submit documentation of architectural and engineering services to be paid<br><br>Subtask D: Submit draw request for portion of TCC HRI funds (Estimated \$1,325,732)       | Subtask A - C: Pay at escrow closing (estimated Month 14)  | Subtask A: \$225,000<br>Subtask B: \$300,000<br>Subtask C: \$800,732 | \$0            |
| <b>Task 2: Construction (Affordable Housing Development Draw Request)</b><br><br>Subtask A: Complete 50% of site utilities, surface improvements, and parks-landscaping amenities  | Subtask A: Construction documentation verifying that 50% of the site utilities, surface improvements, and parks-landscaping amenities construction budget has been expended with supporting invoices and payment documentation<br><br>Subtask B: Submit 2nd draw request for portion of TCC HRI funds (\$737,134) | Construction Start Date: Month 14<br><br>50% Completion: Estimated two months after closing (Month 16) | Subtask A: \$737,134   | \$0            |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|   |  |  |                      |            |
|---|--|--|----------------------|------------|
| <b>Task 3: Complete Construction (Affordable Housing Development Draw Request)</b><br><br>Subtask A: Complete site utilities, surface improvements, and parks-landscaping amenities | Subtask A: Construction documentation verifying that the site utilities, surface improvements, and parks-landscaping amenities construction budget has been expended with supporting invoices and payment documentation<br><br>Subtask B: Submit 3rd draw request for portion of TCC HRI funds (\$737,134) | Construction Start Date: Month 14<br><br>HRI work completion: Estimated four months after closing (Month 18) | Subtask A: \$737,134 | \$0        |
|   |  | <b>HRI Project Subtotal</b>  | \$2,800,000          | \$0        |
| <b>Grant Administration</b>   | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding   | Grant Term   | \$0                  | \$0        |
|   |  | <b>HRI Project Total</b>   | <b>\$2,800,000</b>   | <b>\$0</b> |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

Sustainable Transportation Infrastructure (Part 3 of 3)

| <b>Lead Entity:</b> City of Fresno   |  |             |   |                |
|--|--|-------------|---|----------------|
| <b>Project Description:</b> There are three Sustainable Transportation Improvements (STI) planned. STI #1 will improve active transportation access to a transit stop in Chinatown located on F and Tulare Streets through the installation of 14 LED streetlights on F Street. Lighting will be installed from Fresno to Ventura Street. STI #2 will increase the urban tree canopy and provide more greenspace in Chinatown. This will be accomplished through planting 26 trees on F Street from Fresno to Mariposa Streets. One parklet will also be installed within these limits. STI #3 will reconstruct China Alley between Kern and Inyo into a permeable green alley and install strand lighting to increase visibility. The City of Fresno will provide the long-term operations and maintenance of the improvements. |  |             |   |                |
| Task   | Deliverable(s)   | Timeline    | Grant Funds                             | Leverage Funds |
| <b>TASK 1: Project Readiness</b><br>Subtask A: CEQA Process<br>Subtask B: Utility Data Gathering<br>Subtask C: Topographic Survey  | 1. City to prepare Notice of Determination<br>2. Compile known utilities within areas of work<br>3. City to prepare topo survey and deliver CAD file incorporating R/W, utility and geographic field data for design   | Month 1-3   | <b>\$12,504</b><br>15% of PE            | \$0            |
| <b>TASK 2: Preliminary Engineering</b><br>Subtask A: 30% Design Plans<br>Subtask B: 60% Design Plans<br>Subtask C: 90% Design Plans, Specifications and Estimates (PS&E)<br>Subtask D: 100% Design PS&E  | 1. Prepare preliminary plans and route for review<br>2. Continue design and incorporate comments from 30% submittal. Route for review<br>3. Complete design and incorporate comments from 60% submittal. Prepare Specifications and update Engineer's Estimate<br>4. Incorporate comments from 90% submittal. Route for signatures | Month 4-35  | <b>\$52,021</b><br>Remaining PE funding | \$0            |
| <b>TASK 3: Construction Bidding and Award</b><br>Subtask A: Advertise Project for Bidding<br>Subtask B: Receive Bids<br>Subtask C: Identify Responsive & Responsible Bidder  | 1. Upload PS&E's to online portals and advertise project per normal bidding process<br>2. Bid packages will be delivered to City per standard bidding process  | Month 36-44 | <b>\$4,168</b><br>5% of PE              | \$0            |

*Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1*  
City of Fresno  
Grant Number: SGC18119

|  |   |             |  |     |
|--|---|-------------|--|-----|
| Subtask D: Council Award of Construction Contract<br>Subtask E: Construction Contract Executed   | 3. Bid opening will be public and Staff will determine who the lowest responsive and responsible bidder is<br>4. Staff will present contract to Council for award<br>5. Contract will be executed upon Council award  |             |  |     |
| <b>TASK 4: Construction</b><br>Subtask A: Begin Construction<br>Subtask B: Construction Complete<br>Subtask C: Final inspection<br>Subtask D: Initial Close-out                                  | 1. Staff will hold a pre-construction meeting and issue a Notice to Proceed to Contractor. Contractor will pull required permits and commence construction<br>2. Major work activities are complete, Contractor begin demobilizing<br>3. Final punch list will be developed by staff and delivered to Contractor for completion<br>4. Issue retainage (if applicable), complete final paperwork and documentation   | Month 45-60 | <b>\$894,540</b><br>All CON-related funding      | \$0 |
| <b>TASK 5: Project Management</b>  | 1. Staff documentation, meetings, project coordination, etc. as required to achieve project milestones  | Month 1-60  | <b>\$7,334</b><br>0.75% of total budget          | \$0 |
| <b>TASK 6: Grant Administration</b><br>Subtask A: Memorandum of Understanding (MOU)<br>Subtask B: Financials<br>Subtask C: Reporting<br>Subtask D: Review and Performance<br>Subtask E: Closeout | 1. Work with City of Fresno (Grantee) to finalize individual MOU that defines responsibilities and expectations<br>2. Implement process, defined by MOU, to submit invoices and supporting documentation for grant reimbursement<br>3. Provide regular reports, as defined by the requirements of specific project type(s), by prescribed deadlines to Grantee for inclusion in required regular reports to the state<br>4. Implement processes and oversight systems that ensure compliance with grant agreement and project specific requirements. Maintain project records during grant period and for three years post closeout | Month 1-60  | <b>(included below)</b><br>0.75% of total budget | \$0 |

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1  
City of Fresno  
Grant Number: SGC18119

|  |   |            |           |     |
|--|---|------------|-----------|-----|
|  | for potential site visits/review by Grantee and/or the State.<br><br>5. Reconcile all final expenses and submit all final invoices for reimbursement. Submit all Final and Phase 2 reports as required by project type. |            |           |     |
| STI Project Subtotal                     |   |            | \$970,568 | \$0 |
| Grant Administration (see Task F, above) | Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding  | Grant Term | \$7,334   | \$0 |
| STI Project Total                        |   |            | \$977,902 | \$0 |

## **EXHIBIT S2: INSURANCE REQUIREMENTS**

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

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

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

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile



coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **MINIMUM LIMITS OF INSURANCE** **EXHIBIT A**

PARTNER shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**

- (i) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

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

3. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

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

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

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

(a) In the event this Agreement involves the transportation of hazardous material, either the Commercial Automobile policy or other appropriate insurance policy shall be endorsed to include *Transportation Pollution Liability insurance*

covering materials to be transported by PARTNER pursuant to the Agreement.

### **UMBRELLA OR EXCESS INSURANCE**

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

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. PARTNER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, PARTNER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, PARTNER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General, Pollution and Automobile Liability insurance policies shall be endorsed to name STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers as an additional insured. PARTNER shall establish additional insured status for the STATE and CITY for all ongoing and completed operations under both Commercial General and Pollution Liability policies by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured

status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (iv) The Commercial General, Pollution and Automobile Liability insurance shall contain, or be endorsed to contain, that the PARTNERS' insurance shall be primary to and require no contribution from the STATE and CITY. The Commercial General and Pollution Liability policies are required to include primary and non contributory coverage in favor of the STATE and CITY for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. If PARTNER maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by PARTNER.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, PARTNER'S insurance coverage shall be primary insurance with respect to the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers. Any insurance or self-insurance maintained by the STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers shall be excess of the PARTNER'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.
- (viii) The Commercial General, Pollution and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to STATE, CITY and each of their officers, officials, employees, agents, servants and volunteers.

**PROVIDING OF DOCUMENTS** - PARTNER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, PARTNER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of PARTNER shall also be required to provide all documents noted herein.

**CLAIMS-MADE POLICIES** - If any coverage required is written on a claims-made coverage form:

- (i) The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by PARTNER.

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

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

## **EXHIBIT S3: SPECIAL TERMS AND CONDITIONS**

### **PART 1 – Transformative Plans**

#### **A. Community Engagement**

Partner is required by AB 2722 to ensure meaningful community engagement of the TCC Project area residents and key stakeholders in all phases of implementation;

Partner will conduct and oversee community engagement for the entirety of the TCC Project;

Partner will report on community engagement related activities; and,

Partner will develop a process to collect and address complaints or concerns related to TCC Project implementation.

#### **B. Displacement Avoidance**

Partner is required by AB 2722 to implement strategies to reduce economic displacement risk within the TCC Project area;

Partner will pursue strategies during grant implementation that will prevent against the displacement of existing households in the TCC Project area;

Partner will pursue strategies during grant implementation that will prevent against the displacement of existing small businesses in the TCC Project area; and

Partner will report on key milestones related to the adoption and implementation of the displacement avoidance policies annually; and

Partner certifies that no relocation will take place beyond that which was included in submitted relocation plan.

#### **C. Workforce Development**

The TCC Program Guidelines requires goals for workforce training, employment, and local business expansion for the TCC Project area;

Partner will conduct or oversee workforce development activities for the entirety of the TCC Project; and, Partner will report on workforce development related activities.

#### **D. Indicator Tracking and Reporting Requirements**

Partner is required by AB 2722 to track and monitor greenhouse gas (GHG) reductions, co-benefits, and outcome indicators;

Partner may be required to re-estimate GHG emission reductions for each California Climate Investment (CCI) funded project using California Air Resources Board's (CARB) Greenhouse Gas Quantification Methodology for the Strategic Growth Council Transformative Climate Communities Program for Fiscal Year 2016-17;

Partner will indicate how each CCI and non-CCI Project satisfies criteria for being located within and benefitting disadvantaged and low-income communities and/or low-income households using the criteria specified, per the project type, in the Benefit Criteria Tables available at [www.arb.ca.gov/ccl-resources](http://www.arb.ca.gov/ccl-resources);

Partner will track and report indicators on an annual basis, at the point when the projects become operational, and at project closeout. Outcome reporting will be required until the end of the performance period. Reporting templates and Co-Benefit indicators are posted on the

CARB CCI Quantification, Benefits, and Reporting Materials webpage and CCI Co-benefit Assessment Methodology webpage, respectively; and,

Partner will be required to share information on project outcomes per CARB requirements including job benefits. Partner is required to report information on employment outcomes from awarded projects that provide jobs or job training. The requested data includes information on the quantity and quality of jobs, including wages and credentials provided through training programs. This information may be readily available for projects where funding recipients are already tracking employment data using standardized methods (e.g., certified payroll systems).

Partner is required to track each indicator specified in the Indicator Tracking Tables (Exhibit S10), organized by CCI Project and Transformative Plan type. The following terms apply to Partner's tracking and reporting process.

**Purpose:** The information reported by Partner will be used by the Evaluator (Evaluation Technical Assistance) to help Partner complete reporting forms as required by the California Air Resources Board. The Evaluator may use the information to help assess TCC site progress and results, with highlights that could be shared broadly with TCC stakeholders and interested parties.

**Data source:** Partner must track the indicators listed in Exhibit S10 using their direct access to the data needed to measure these indicators. In the tables, specific types of project documentation are suggested for tracking each indicator.

**Frequency:** Partner must continuously track (as relevant) the indicators and report on them annually. Prior to project completion, Partner will report on progress, such as "X number of housing units are in the X stage of development." Upon project completion, Partner will report a final number.

**Collaboration:** Partner must also help the Evaluator track additional indicators to complete their evaluations. These additional indicators will be determined during project implementation. For example, the Evaluator will design surveys with feedback from Partner; then Partner--through TCC project activities--may have the opportunity to distribute surveys to community members, and the Evaluator will analyze the survey results. The evaluators will work with Partners to stay within the budgeted time and resources for tracking indicators agreed upon signing the contract throughout the grant term and performance period.

**Reporting protocols:** The Evaluator will provide Partner with guidance on reporting protocols and will also provide reporting templates for Partner's use.

**Designated liaison:** Partner will designate a point-of-contact (Exhibit S13) who can liaise with the Evaluator to fulfill the tracking and reporting requirements.

**Site-specific and additional details:** The Evaluator may provide Partner with a list of additional site-specific indicators to track if the projects or plans in these sites require indicators that deviate from or expand upon those detailed in Exhibit S10. The Evaluator will also provide a list of required inputs to any necessary estimator tools that will be used for the evaluation. If an indicator or input to a given tool is not relevant to Partner's particular project, Partner should report "N/A" for the indicator or input.

## **Part 2 – Project-Specific Terms and Conditions**

Partner certifies that it will adhere to the following requirements:

### **A. Low Carbon Transit Operations Program**

#### *Zero-Emission Vehicle Projects*

Procured vehicles must support the system performance of the improved service lines as described in the Budget and Schedule of Deliverables throughout the Project Completion and Performance Periods.

Partner must provide the current and proposed service plan including routes, service frequency, and number of vehicles deployed on each route within 60 calendar days of Agreement execution. The Partner must quantify the planned number of additional vehicle miles to be operated by zero-emission vehicle (ZEV) buses compared against the baseline service level.

Partner must provide the existing schedules and proposed changes to the affected service lines at least 90 calendar days before initiating service. The service plans should include weekday, weekend, and special event services and maintain service frequency levels consistent with the Work Plan. The schedules should document efforts to coordinate service with other transit services.

### **B. Active Transportation Program**

If the TCC Project is not on state-owned right-of-way, the project must be constructed in accordance with the Local Assistance Procedures Manual, Chapter 11.2 Design Guidance for Local Assistance Projects, New and Reconstruction Projects design standards for local agency streets and roads, incorporated here by this reference.

### **C. Low Carbon Transportation: Car Sharing and Mobility**

#### *Vehicle and Equipment Specifications*

Partner must purchase or lease eligible light-duty passenger vehicles or medium-duty passenger or shuttle vans that are zero emission or near-zero emission vehicles, which include plug-in hybrid electric vehicles (PHEV), battery electric vehicles (BEV), and fuel cell electric vehicles (FCEV). Changes to the fleet after grant execution may be made subject to prior written approval by SGC. Additional vehicle requirements:

- i. May be purchased or leased (2-year minimum lease period).
- ii. May be new or used.
- iii. Must be a four passenger vehicle or more.
- iv. New vehicles must be eligible for the Clean Vehicle Rebate Project (CVRP) or the California Hybrid and Zero-Emission Truck and Bus Voucher Project (HVIP), but they cannot participate in those projects, i.e., they cannot receive rebates from CVRP2 or vouchers from HVIP3.
- v. Used vehicles that have participated in CVRP or HVIP and have fully complied with CVRP and HVIP requirements are eligible.
- vi. Must be registered in California.
- vii. No modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code (CVC) Section 27156).
- viii. A chassis that has been modified with aftermarket parts or equipment to create a PHEV or

zero-emission vehicle is not eligible.

- ix. Vehicle title cannot be salvaged (as defined in CVC Section 544).

Partner may purchase and install electric vehicle supply equipment (EVSE) to provide electricity for BEVs and PHEVs, as applicable. EVSE equipment may be:

- i. Installed in commercial or residential locations.
- ii. May include ports for bicycle charging if the project design includes electric bicycles.
- iii. Level 2: rated up to 240 volts AC, up to 60 amps, and up to 14.4 kW.
- iv. Level 3: high voltage AC or DC with the capability to charge the vehicle to approximately 80 percent capacity within 30 minutes.

The Partner may purchase Class 1 or Class 2 electric bicycles and supporting equipment for the bicycle sharing complement to the car sharing system. Electric bicycles and equipment should comply with the following:

- i. Purchase and install electric bicycle charging equipment to provide electricity for electric bicycles, no more than one per bicycle, as applicable.
- ii. Purchase bicycle locking stations, no more than one per bicycle, as applicable.
- iii. May purchase bicycle helmets for use of electric bicycle.

Partner must establish secure and safe home base parking for project vehicles and optional electric bicycles within the Project Area.

#### *Program Requirements*

Partner must develop policy and process to evaluate potential vehicle drivers, bicycle riders, vanpool riders, and subsidy recipients, as follows:

- i. Enroll all vehicle drivers, bicyclists, carpool/vanpool riders (non-driver participants), and subsidy recipients and ensure that they:
  - a. Complete an Initial Participant Survey upon enrollment.
  - b. Complete trip surveys and participate in research as requested by Partner.
  - c. Pay project fees to use the car sharing system, as determined by Partner.
- ii. Ensure enrolled vehicle drivers also meet the requirements below:
  - a. Possess a current driver's license.
  - b. Meet minimum requirements to drive a project vehicle as required by Partner and the insurance provider, to be developed in conjunction with SGC and City.
- iii. Ensure enrolled bicyclists satisfactorily complete a bicycle safety training program (as approved by SGC).
- iv. Participants become ineligible upon any of the following events:
  - a. Vehicle driver or bicycle rider participant becomes ineligible per terms of insurance.
  - b. Vehicle driver's license lapses or is revoked.
  - c. Vehicle or bicycle rider is determined to be an unsafe or impaired driver by the Partner.
  - d. Participant causes damage to a vehicle, bicycle, EVSE or other project property, at the



discretion of Partner or SGC.

- e. Non-payment of project fees to use the car sharing system, to participate in the project, or to receive subsidies, as required by the Partner.
- f. Non-compliance with project requirements, at the discretion of SGC.

Partner must develop, administer, and maintain a user-friendly vehicle reservation system; at a minimum, provide telephone-based, person-to-person reservation fulfillment.

Partner must develop policies and procedures documents and flow charts that describe Partner's administrative actions for evaluating and processing participants, reservations, vehicle maintenance, and data gathering and reporting.

Partner must establish and maintain records of participants, vehicles, EVSE, optional electric bicycles and chargers, fuel, maintenance, and other records, as follows:

- i. Identify participant data that is confidential and develop measures to keep this data confidential.
- ii. Develop a systematic process and schedule to back-up participant, reservation database(s) on a daily basis at a minimum.
- iii. Develop and enforce security measures to safeguard Project database(s).
- iv. Store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection.

#### D. Low Income Weatherization

##### *Single-Family Residences*

- i. Single-family homes occupied by property owners are eligible for energy efficiency and Solar Photovoltaic (PV) installations. Single-family homes occupied by tenants are eligible for only energy efficiency installations.
- ii. Partner must have single-family property owners certify that they will not raise the rent of any property with energy efficiency and/or Solar PV installations for a period of two (2) years from the date of installation because of the increased value of the unit due solely to the installations provided (allowable factors for rent increase can include an actual increase in property taxes, actual cost of amortizing other improvements to the property accomplished after the date of work completed by the Partner and/or subcontractor, or actual increases in expenses of maintaining and operating this property). Additionally, the property owner must acknowledge and agree that the property is not for sale at the time of qualifying for the installations and will not be offered for sale or otherwise distributed or is not in foreclosure for at least sixty (60) calendar days following the completion of the installations.
- iii. Household income eligibility must be established at either 80 percent of the Area Median Income (AMI), or 80 percent of the State Median Income (SMI), whichever results in a higher allowable maximum income.
- iv. The following types of buildings will not be eligible for installations:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards

(Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;

- c. Buildings that are structurally unsound or condemned;
- d. Buildings under a legal cloud or importuned by illegal activity;
- e. Buildings that have been modified under LIWP, the Low-Income Home Energy Assistance Program (LIHEAP) or Department of Energy (DOE) federal programs within the past four (4) years, do not qualify for energy efficiency measures, with the exception of assessment for and installation of Solar Water Heating, and may receive Solar PV, if qualified.
- v. Buildings that have received only LIWP-funded Solar PV may qualify for energy efficiency measures.
- vi. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- vii. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- viii. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- ix. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

#### *Multi-Family Residences*

- i. Multi-family properties, deed restricted and/or subsidized properties must provide regulatory agreements with the applicable local agency showing compliance with the income eligibility requirements. For market rate properties, Partner must require the property owner or manager not to evict or commence any eviction proceeding against any tenant(s) of any qualifying unit in the building, except for cause and subject to all legal requirements and procedures for any such eviction and/or proceeding.
- ii. Partner must ensure that the property owner or manager certify that the rents for the qualified low-income units will not be increased for a period of two (2) years because of the energy efficiency and/or Solar PV installations and/or major capital improvements. Partner must also require the property owner or manager agree that any units which are designated as vacant as of the effective date of the installations, must be rented to or occupied by a household at an income level such that at least 66 percent of households residing at the property earn less than 80 percent AMI or 80 percent of SMI, whichever results in a higher allowable maximum income.
- iii. The following types of buildings will not be eligible:
  - a. Buildings requiring significant environmental review, any mitigation, including mitigation of fire hazards or electrification and/or environmental decontamination triggering a deferral as defined in the Deferral Policy section;
  - b. Buildings with significant energy efficiency upgrades installed within the previous five (5)

years, unless energy savings goals can be attained at a reasonable cost through the implementation of additional measures;

- c. New buildings or buildings rebuilt or remodeled or retrofitted to meet Title 24 standards (Part 6, of the California Code of Regulations) are not eligible for energy efficiency installations, but are eligible for Solar PV installations;
- d. Buildings that are structurally unsound or condemned;
- e. Buildings likely to be sold as evidenced by position in the market and refinancing cycle;
- f. Buildings under a legal cloud or importuned by illegal activity;
- g. Property under single ownership, including closely held affiliates that, in the aggregate, total more than 1,000 units receiving energy efficiency and/or Solar PV installations.
- h. Buildings that have previously received LIWP-funded energy efficiency measures within the past four (4) years do not qualify for additional energy efficiency measures, with the exception of assessment for and installation of the following:
  - I. Solar Water Heating
  - II. Solar PV
- iv. Each building must be assessed for suitability before proposed energy efficiency and/or Solar PV installations occur.
- v. Property owners are responsible for certifying participation in any additional energy efficiency upgrade programs that have resulted in modifications to the identified buildings within the project.
- vi. All work performed must be in compliance with current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations. Standards within the current Uniform Building Code and local city and county codes should be adhered to.
- vii. Work provided to all covered pre-1978 buildings must be in compliance with current Environmental Protection Agency rules in 40 CFR 745 (Code of Federal Regulations), Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, as applicable to energy efficiency installations.

*Assessment, Certification, and Compliance Requirements for both Single- and Multi-Family Residences*

- i. Partner must keep records of project assessments, certifications, and compliance. Partner may refer to the Department of Community Services and Development's (CSD) Low-Income Weatherization Program (LIWP) standards and forms for examples of information to collect and record retention. Information collected must include, but is not limited to:
  - a. Intake forms with information including, but not limited to household income, household members, eligibility, and energy service currently used;
  - b. Property owner consent to receive energy efficiency and/or Solar PV installations;
  - c. Property owner certification to comply with Single-Family Residence and Multi-Family Residence requirements outlined above;
  - d. Confirmation that property owner has been informed of potential hazardous materials

exposure during energy efficiency and/or Solar PV installations, as such hazards are identified;

- e. Documentation that a building assessment has been completed (pre-and-post project completion).
- f. Property owner confirmation that proposed energy efficiency and/or Solar PV installations were received and installed properly;
- g. Documentation showing why energy efficiency and/or Solar PV installations were deferred or denied, as applicable;
- h. Documentation of compliance with the Department of Public Health's Renovation, Repair, and Painting Rule (RRP) (40 Code of Federal Regulations 745), as applicable;
- i. Documentation of trainings taken by certified renovators (per RRP), as applicable.

#### *Operations and Maintenance for both Single- and Multi-Family Residences*

- i. The Partner is responsible for providing verbal and written instructions for each installation to the property owner describing proper operation, maintenance requirements, system components, warranty information, programming of controls, and safety considerations, as applicable. This must occur prior to project completion. All work must be in accordance with the CSD LIWP Measure Standards. SGC will provide the Partner with a reference document.
- ii. The Partner must establish and maintain policies and procedures for handling complaints in accordance with the CSD LIWP Measure Standards.
  - a. The policies and procedures shall be in writing and shall be provided to interested individuals upon request. Complaints may include, but are not limited to, equipment failure during the warranty period, and incorrect installation of equipment. The Partner should retain records of all complaints, and how they were resolved, in the event of an audit.

#### *Deferral Policy for both Single- and Multi-Family Residences*

- i. Conditions may exist which cannot be mitigated because corrections exceed the scope of this program or cannot be achieved in a cost-effective manner. In these instances, contractors shall install feasible measures and, as applicable, refer the property owner to other agencies/programs for additional assistance. Once conditions have been corrected, installations for which the property qualifies may be installed. Presence of any of the conditions below shall require deferral of all installation activities:
  - a. Mechanical, electrical, or plumbing system is in such disrepair that failure is imminent.
  - b. An environmental condition exists that endangers the occupants or contractor workers. (Example: standing water/sewage, mold, friable asbestos, etc.).
  - c. Evidence of significant infestation of rodents, insects, and/or other vermin is present.
  - d. Moisture conditions within the building are severe and infiltration reduction measures are not feasible.
  - e. Building is condemned, is under remodeling or rehabilitation, or has structural issues.
  - f. Building has unsafe air quality. (Examples: sewage, significant animal feces in the building, improperly stored chemicals, combustible materials, or other fire hazards present a danger to the occupants or workers, etc.)
  - g. Building is pre-1978 construction and paint is seriously degraded and/or damaged,

creating a hazardous condition with paint chips or dust.

- h. Manufactured housing registration is not current or in good standing, and a Department of Housing and Community Development permit will not be granted.
- i. Occupant has a known health condition/s that would be made worse by installation activities.
- j. Maintenance or housekeeping practices limit access of workers to the property for diagnostics or services.
- k. Property owner refusal of combustion appliance safety (CAS) testing
- l. Hazardous combustion appliance conditions that cannot be remedied through repair or replacement.
- m. Property owner is uncooperative, abusive, or threatening to installation personnel.
- n. Illegal activities are taking place in the property.
- ii. A contractor may need to defer some or all services when unsafe conditions require repairs or replacements that exceed the scope or funding of this program (known as a limited deferral). When this occurs, the contractor shall provide written and photographic documentation of the condition. Once conditions have been corrected, measures for which the property qualifies may be installed.

#### E. Water Energy

All equipment must be certified Energy Star or equivalent products.

#### F. Urban Greening

If the project includes habitat restoration or landscaping, the plant palette must include native, low-water, and/or drought-resistant vegetation.

Partner must provide maintenance on all plants planted (including replacement) for at least three (3) years after project completion. Partner must also prepare and submit a plan for the long-term care for the plants.

#### G. Urban and Community Forestry

The Regional Urban Forester must approve the species list and map of tree planting area prior to beginning work.

Partner shall cause all trees planted (including replacement) to be maintained for at least three years after project completion. Partner must also prepare and submit a plan for the long-term care for the trees.

Any tree planting within the project must adhere to the CAL FIRE Guideline Specifications for Selecting, Planting, and Early Care of Young Trees ("CAL FIRE"), available at [http://calfire.ca.gov/resource\\_mgt/downloads/CALFIRE\\_Nursery\\_Standards\\_and\\_Specs11\\_12.pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf). Trees requiring replacement per CAL FIRE must be made at the Partner's cost.

Projects may not use synthetic fertilizer. Organic fertilizers (e.g. compost, manure) may be used.

#### H. Organics and Food Waste Prevention and Rescue Projects must be located in California and result in:

- i. Reductions in GHG emissions compared to existing practice of landfilling of California-generated green or food materials (for organics), or the production, processing, packaging,

distribution, and landfilling of California-generated food materials (for food waste prevention and rescue); and

- i. Increases in quantity (tons) of California-generated green materials, or food materials, newly diverted from landfill disposal or ADC use, and composted or digested (for organics), or increases in quantity (tons) of California-generated food materials, newly diverted from landfill and prevented or rescued from disposal (for food waste prevention and rescue).

For the purpose of this program, “newly diverted” means the tons of materials that are currently being landfilled that will instead be diverted as a result of this project.

## **EXHIBIT S4: AHSC SPECIAL TERMS AND CONDITIONS**

### **1. Purpose**

This Exhibit is entered into for the purpose of reimbursing Partner, as appropriate, for the making of a loan of its own funds for the development, operation and maintenance of a residential rental Affordable Housing Development (AHD) Capital Project.

The financial assistance from the TCC Program shall be in the form of a reimbursement-based grant to Partner, upon receipt of required documentation evidencing that Partner has made a loan of its own funds to construct a residential rental Affordable Housing Development, evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement driven from TCC and AHSC Guidelines between the Borrower and Partner. The purpose of the Loan is to ensure that the rental Affordable Housing Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the TCC Program, and as identified in the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the TCC Guidelines and AHSC Guidelines for the full term of the Loan, regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Developer identified in the Application, SGC may require the Developer to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

### **2. Incorporated Regulations and Guidelines**

The currently adopted and applicable Uniform Multifamily Regulations ("UMRs") as may be amended from time to time, all as set forth in the California Code of Regulations, Title 25, and the Multifamily Housing Program ("MHP") authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code and the regulations promulgated there under in 25 CCR 7300, *et seq.* are hereby incorporated by reference in their totality into this Agreement.

Conflicting provisions of this Agreement notwithstanding, the AHSC Guidelines shall apply, except the following provisions shall supersede the AHSC Guidelines: the reimbursement provisions of this Agreement; the current UMRs shall apply; Agreement shall not be subject to a .42 % mandatory payment; and Partner shall bear all Loan oversight responsibilities.

### **3. Eligible Activities and Work**

- i. Partner will only receive reimbursement for Work (as herein defined) performed for eligible activities as authorized by the TCC Guidelines and AHSC Guidelines. Partner shall ensure that all Work is performed according to the AHSC Guidelines.
- ii. Partner shall perform, or cause to be performed, the funded activities described in the Scope of Work in the Application, incorporated herein by reference, including applicable AHD Capital Projects, Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), Active Transportation programs, Transit Ridership programs, and criteria air pollutant programs (the "Work"). All written materials or alterations submitted as addenda to the original Application and which were approved in writing by SGC are hereby incorporated as part of the Application. SGC and the City reserve the right to review and approve all Work to be performed by Partner, its Borrower, , contractors, and sub Partners in relation to this Agreement. Any proposed revision to the Work may require an amendment to this Agreement.
- iii. In the event the AHD Capital Project component is not completed pursuant to TCC Program requirements, the HRI, STI, TRA, Active Transportation programs, Transit Ridership

programs, and criteria air pollutant programs and program costs would no longer qualify for funding under this Agreement.

iv. Work for this Exhibit shall consist of two components:

1. Making a Loan of Partner's own funds for the development and construction by or on behalf of Sponsor of the Affordable Housing Development designated in the Application which is to be developed and constructed by the Borrower, or other developer, as provided in the Application, and meeting the criteria described in Exhibit S1.
2. Developing the non-AHD components to fulfil the AHSC program requirements as defined by the AHSC Program.

v. For the purposes of performing the Work, SGC agrees to reimburse the amount(s) identified in Exhibit S1. Unless amended, SGC shall not be liable for any costs for Work in excess of this amount, nor any unauthorized or ineligible costs.

**4. Performance Milestones for AHD Component**

Partner shall ensure the completion of the AHD Performance Milestones set forth in Exhibit S1 by the designated dates. Partner may apply to SGC for an extension of these timelines based on good cause shown and best efforts and assurances from Partner for timely completion of the remaining Milestones. SGC may delay reimbursement if Partner fails to timely complete the Milestones.

**5. Reimbursement for AHD Component**

The bimonthly invoicing provision of this Agreement notwithstanding, Partner shall submit reimbursement requests on an annual basis or after each 25% increment of the requested fund has been spent, whichever comes first. Reimbursement requests must include reporting on the Milestones achieved per Exhibit S1.

**6. Reimbursement for non-AHD Component**

Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation-Related Amenities (TRA), Active Transportation programs, Transit Ridership programs, and criteria air pollutant programs will follow the payment schedule set for all non-AHSC CCI Projects.

**7. Timing**

- i. Partner shall ensure the close the construction financing approved by SGC as indicated in the Agreement and commence, or cause to be commenced, the construction of the Affordable Housing Development and, upon SGC's request, timely provide evidence of same by submission of recorded deeds of trust for all construction financing (except for AHP funds), payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.
- ii. Partner shall close its Loan to Borrower five years from the grant execution day. Any extension to the Loan closing deadline will require an amendment to this Agreement.



**EXHIBIT S5: PARTNER BIMONTHLY INVOICE DETAIL**

|           |               |                 |            |
|-----------|---------------|-----------------|------------|
| Partner:  |               | Project Number: |            |
| Period #: | Period Dates: | (Start Date)    | (End Date) |

| TASK | COST CATEGORY      | AMOUNT | SUPPORTING DOCUMENTATION [PAGE NUMBER] |
|------|--------------------|--------|--|
| 1    | PERSONNEL          |        |  |
|      | SUBCONTRACTORS     |        |  |
|      | SUPPLIES/MATERIALS |        |  |
|      | EQUIPMENT          |        |  |
|      | TRAVEL             |        |  |
|      | INDICATOR TRACKING |        |  |
|      | OTHER DIRECT COSTS |        |  |
|      | Subtotal           |        |  |
| 2    |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      | Subtotal           |        |  |
| 3    |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      |                    |        |  |
|      | Subtotal           |        |  |
|      | PROJECT SUBTOTAL   |        |  |

**EXHIBIT S6: PARTNER BIMONTHLY PROGRESS REPORT**

|  |                   |                 |            |
|--|-------------------|-----------------|------------|
| Partner:   |                   | Project Number: |            |
| Period #:  | Reporting Period: | (Start Date)    | (End Date) |
| Authorized Signatory: (Name)   |                   | (Position)      |            |
| By signing this I certify that work has been completed in accordance with the Agreement and that the total below reflects actual costs incurred. |                   |                 |            |
| Signature:   |                   | Date:           |            |

Summarize work completed during the reporting period. Please refer to specific deliverables in the Budget and Work Plan.

| Task #             | Description of Work Completed | Grant Funds Spent | Leverage Funds Spent |
|--------------------|-------------------------------|-------------------|----------------------|
|                    |                               |                   |                      |
|                    |                               |                   |                      |
|                    |                               |                   |                      |
|                    |                               |                   |                      |
| Total Funds Spent: |                               |                   |                      |

| STATUS UPDATE |             |               |  |
|---------------|-------------|---------------|--|
| Task #        | On Schedule | Within Budget | Notes on Deviances from Schedule or Budget |
|               |             |               |  |
|               |             |               |  |
|               |             |               |  |
|               |             |               |  |
|               |             |               |  |
|               |             |               |  |

**EXHIBIT S7: DETAILED LEVERAGE FUNDING REPORT**

|  |                   |                 |            |
|--|-------------------|-----------------|------------|
| Partner:   |                   | Project Number: |            |
| Period #:  | Reporting Period: | (Start Date)    | (End Date) |
| Authorized Signatory: (Name)   |                   | (Position)      |            |
| By signing this I certify that the information below is accurate, that leverage funding has been spent in accordance with the Agreement and that the total below reflects actual costs incurred. |                   |                 |            |
| Signature:   |                   | Date:           |            |

| Task # | Funding Source | Total Spent during Reporting Period |
|--------|----------------|-------------------------------------|
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |
|        |                |                                     |

**EXHIBIT S8: REPORTING SCHEDULE**  
**BIMONTHLY & ANNUAL REPORTS/INVOICES DUE DATES**

| REPORTING PERIOD  |                   | BIMONTHLY<br>REPORTS<br>/INVOICES | ANNUAL<br>REPORTS | DUE DATE           |
|-------------------|-------------------|-----------------------------------|-------------------|--------------------|
| START             | END               |                                   |                   |                    |
| November 1, 2018  | December 31, 2018 | X                                 |                   | January 11, 2019   |
| January 1, 2019   | February 28, 2019 | X                                 |                   | March 8, 2019      |
| March 1, 2019     | April 30, 2019    | X                                 |                   | May 10, 2019       |
| May 1, 2019       | June 30, 2019     | X                                 |                   | July 12, 2019      |
| July 1, 2019      | August 30, 2019   | X                                 |                   | September 13, 2019 |
| September 1, 2019 | October 30, 2019  | X                                 | X                 | November 8, 2019   |
| November 1, 2019  | December 31, 2019 | X                                 |                   | January 10, 2020   |
| January 1, 2020   | February 29, 2020 | X                                 |                   | March 13, 2020     |
| March 1, 2020     | April 30, 2020    | X                                 |                   | May 8, 2020        |
| May 1, 2020       | June 30, 2020     | X                                 |                   | July 10, 2020      |
| July 1, 2020      | August 30, 2020   | X                                 |                   | September 11, 2020 |
| September 1, 2020 | October 30, 2020  | X                                 | X                 | November 13, 2020  |
| November 1, 2020  | December 31, 2020 | X                                 |                   | January 8, 2021    |
| January 1, 2021   | February 28, 2021 | X                                 |                   | March 12, 2021     |
| March 1, 2021     | April 30, 2021    | X                                 |                   | May 14, 2021       |
| May 1, 2021       | June 30, 2021     | X                                 |                   | July 9, 2021       |
| July 1, 2021      | August 30, 2021   | X                                 |                   | September 10, 2021 |
| September 1, 2021 | October 30, 2021  | X                                 | X                 | November 12, 2021  |
| November 1, 2021  | December 31, 2021 | X                                 |                   | January 14, 2022   |
| January 1, 2022   | February 28, 2022 | X                                 |                   | March 11, 2022     |
| March 1, 2022     | April 30, 2022    | X                                 |                   | May 13, 2022       |
| May 1, 2022       | June 30, 2022     | X                                 |                   | July 8, 2022       |
| July 1, 2022      | August 30, 2022   | X                                 |                   | September 9, 2022  |
| September 1, 2022 | October 30, 2022  | X                                 | X                 | November 11, 2022  |
| November 1, 2022  | December 31, 2022 | X                                 |                   | January 13, 2023   |
| January 1, 2023   | February 28, 2023 | X                                 |                   | March 10, 2023     |
| March 1, 2023     | April 30, 2023    | X                                 |                   | May 12, 2023       |
| May 1, 2023       | June 30, 2023     |                                   |                   | July 14, 2023      |

|                   |                  |     |          |                   |
|-------------------|------------------|-----|----------|-------------------|
| July 1, 2023      | August 30, 2023  |     |          | September 8, 2023 |
| September 1, 2023 | October 30, 2023 | N/A | X- Final | November 10, 2023 |

| CARB AND SGC INDICATORY TRACKING REPORTS                 |                    |                   |
|--|--------------------|-------------------|
| START  | END                | DUE DATE          |
| <b>Reporting during Project Completion Period</b>        |                    |                   |
| Grant Start Date   | September 30, 2019 | October 11, 2019  |
| October 1, 2019  | September 30, 2020 | October 9, 2020   |
| October 1, 2020  | September 30, 2021 | October 8, 2021   |
| October 1, 2021  | September 30, 2022 | October 14, 2022  |
| October 1, 2022  | September 30, 2023 | October 13, 2023  |
| <b>Reporting during Performance Period if applicable</b> |                    |                   |
| October 1, 2023  | September 30, 2024 | October 11, 2024  |
| October 1, 2024  | September 30, 2025 | October 10, 2025  |
| October 1, 2025  | March 1, 2026      | February 13, 2026 |

## **EXHIBIT S9: INDICATOR TRACKING TABLES**

Indicators have been broken out by TCC Project Component. Each CCI Project, Non-CCI Project, and Transformative Plan has its own table. Note that some indicators are specific to an individual CCI Project, and others are general indicators required for each Project Type.

All indicators listed below should be reported annually and after project close out and during the performance period.

| <b>Specific Indicators for Project #1 – Chinatown Housing Project</b>                            |   |
|--|---|
| <b>Indicator</b>   | <b>Data Source</b>                                  |
| Commercial units by size   | Project documentation (e.g., construction records)  |
| Permeable surfaces added (square feet)   | Project documentation (e.g. design plans)           |
| <b>General Indicators for all Affordable Housing and Sustainable Communities (AHSC) Projects</b> |   |
| Housing units [# constructed by size of unit]*   | Project documentation (e.g., design plans)          |
| Affordable housing units [# constructed by size of unit]*  | Project documentation (e.g., design plans)          |
| Trees planted [#, species, location]*  | Project documentation (e.g., landscaping invoices)  |
| Net density [Dwelling units / acre]*   | Project documentation (e.g., design plans)          |
| % of housing units occupied  | Project documentation (e.g., rental agreements)     |
| % of income restricted housing units occupied  | Project documentation (e.g., rental agreements)     |
| Installed solar photovoltaic capacity (kW)   | Project documentation (e.g., installation invoices) |
| Number of energy efficiency measures installed by measure type and building type                 | Project documentation (e.g., installation invoices) |

| <b>General Indicators for all Urban Greening (UG) and Urban Community Forestry (UCF) Projects</b> |   |
|---|---|
| Trees planted [#, species, location]*   | Project documentation (e.g. landscaping invoices) |
| Square feet of other vegetation planted   | Project documentation (e.g. design plans)         |
| Square feet of permeable surfaces added   | Project documentation (e.g. design plans)         |
| Number of training activities related to tree/vegetation maintenance                              | Project documentation (e.g. training records)     |
| Number of residents trained on tree/vegetation maintenance  | Project documentation (e.g. training records)     |

| <b>General Indicators for all Active Transportation Program (ATP) Projects</b>  |  |
|---|--|
| Linear feet and location of bike lanes installed, by class                      | Project documentation (e.g., project design plans) |
| Linear feet and location of pedestrian pathways completed                       | Project documentation (e.g., project design plans) |
| Number and location of American Disabilities Act (ADA) standard ramps installed | Project documentation (e.g., project design plans) |
| Number and location of signalized intersections installed with bike detection   | Project documentation (e.g., project design plans) |



| Specific Indicators for the Community Engagement Plan (CEP)  |   |
|--|---|
| Indicator  | Data Source   |
| <i>Specific Indicators for the Community Engagement Plan will be developed after the plan is finalized during the first quarter of the grant term.</i> |   |
| General Indicators for the Community Engagement Plan (CEP) for a Specific Project and overarching TCC Project Area                                     |   |
| Number of community engagement events held [by language]   | (e.g. flyers in different language, photos)                           |
| Number of stakeholders engaged at each event   | Project documentation (e.g., sign in sheets)                          |
| Number of stakeholders engaged through the site's social media outreach  | Project documentation (e.g., social media followers)                  |
| Number of materials distributed to stakeholders (by language)  | Project documentation (e.g., mailing lists)                           |
| Total number of people directly served by TCC projects   | Project documentation (e.g., project level registration lists)        |
| Total number of volunteers who participated in project implementation  | Project documentation (e.g., volunteer sign-in sheets)                |
| Total number of people who provided commentary or input on the project   | Project documentation (e.g., meeting minutes, written comments, etc.) |

| Specific Indicators for the Displacement Avoidance Plan (DAP)  |   |
|--|---|
| Indicator  | Data Source                                       |
| <i>Specific Indicators for the Displacement Avoidance Plan will be developed after the plan is finalized during the first quarter of the grant term.</i> |   |
| General Indicators for Displacement Avoidance Plan (DAP)   |   |
| Number of affordable units built under density bonus agreements  | Project documentation (e.g., agreement paperwork) |
| Number of market rate units built under density bonus agreements   | Project documentation (e.g., agreement paperwork) |
| Number of affordable units built under reduced development impact fees   | Project documentation (e.g., fee waivers)         |
| Number of market rate units built under reduced development impact fees  | Project documentation (e.g., fee waivers)         |
| Number of workshops to inform residents about affordable housing opportunities   | Project documentation (e.g., agendas)             |
| Number of residents engaged at workshops about affordable housing opportunities  | Project documentation (e.g., sign-in sheets)      |
| Number of tenant's rights education classes held   | Project documentation (e.g., agendas)             |
| Number of residents participating in tenant's rights education classes   | Project documentation (e.g., sign-in sheets)      |
| Number of foreclosure prevention events for homeowners and owners of multi-unit dwellings (MUDs)   | Project documentation (e.g., agendas)             |
| Number of homeowners and MUD owners who attend/participate in foreclosure prevention workshops   | Project documentation (e.g., sign-in sheets)      |
| Number of site visits conducted to assess the health and needs of businesses   | Project documentation (e.g., assessments)         |

| Specific Indicators for the Workforce Development Plan (WDP)  |  |
|---|--|
| Indicator   | Data Source  |
| <i>Specific Indicators for the Workforce Development Plan will be developed after the plan is finalized during the first quarter of the grant term.</i>         |  |
| General Indicators for the Workforce Development Plan (WDP) for a Specific Project and overarching TCC Project Area<br>Job Training and High-Quality Employment |  |
| Employment Activities   |  |
| Number of jobs supported with TCC project funds, disaggregated by job quality and access metrics  | Project documentation (e.g., budgets, subcontractor invoices, payroll systems, certified payroll reports)<br><br>Final list of job quality and access metrics will be provided by UCLA / UCB in a supplemental form. |
| Number of implemented Community Benefits Agreements (CBA) / labor agreements / community workforce provisions that focus on high-quality employment             | Project documentation (e.g., agreement records)  |
| Job Training Activities   |  |
| Number of job training opportunities instituted with partner employers  | Project documentation (e.g., memorandums of understanding)   |
| Number of resource events around training opportunities   | Project documentation (e.g., agendas)  |
| Number of individuals engaged at resource events around job training opportunities  | Project documentation (e.g., sign-in sheets)   |
| Number of individuals who apply for job training opportunities  | Project documentation (e.g., job training applications)  |
| Number of individuals enrolled in job training opportunities  | Project documentation (e.g., enrollment paperwork)   |
| Number of trainees that completed job training, disaggregated by training quality and access metrics <sup>6</sup>   | Project documentation (e.g., training records)<br>Final list of training quality and access metrics will be provided by UCLA / UCB in a supplemental form.   |
| Job Placement Activities  |  |
| Number of job placement arrangements instituted with partner employers  | Project documentation (e.g., memorandums of understanding)   |

|   |  |
|---|--|
| Number of resource events around job placement opportunities                        | Project documentation (e.g., agendas)                    |
| Number of individuals engaged at resource events around job placement opportunities | Project documentation (e.g., sign-in sheets)             |
| Number of individuals who apply for job placement opportunities                     | Project documentation (e.g., job placement applications) |
| Number of job placement participants placed in employment                           | Project documentation (e.g., placement records)          |

**EXHIBIT S10: AUTHORIZED SIGNATORY FORM**

**AUTHORIZED SIGNATORY FORM**

I hereby verify that I am an authorized Partner representative and signatory and as such can sign and/or delegate authorization to sign and bind the Partner as it relates to the above-referenced Agreement and related documents.

---

**Partner Authorized Signatory:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Please attach a copy of the corresponding resolution, bylaws or authorizing document.*

**EXHIBIT S11: DESIGNATED PROJECT REPRESENTATIVE**

**DESIGNATED PROJECT REPRESENTATIVE FORM**

Please identify the Partner's day-to-day Project Representative(s):

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

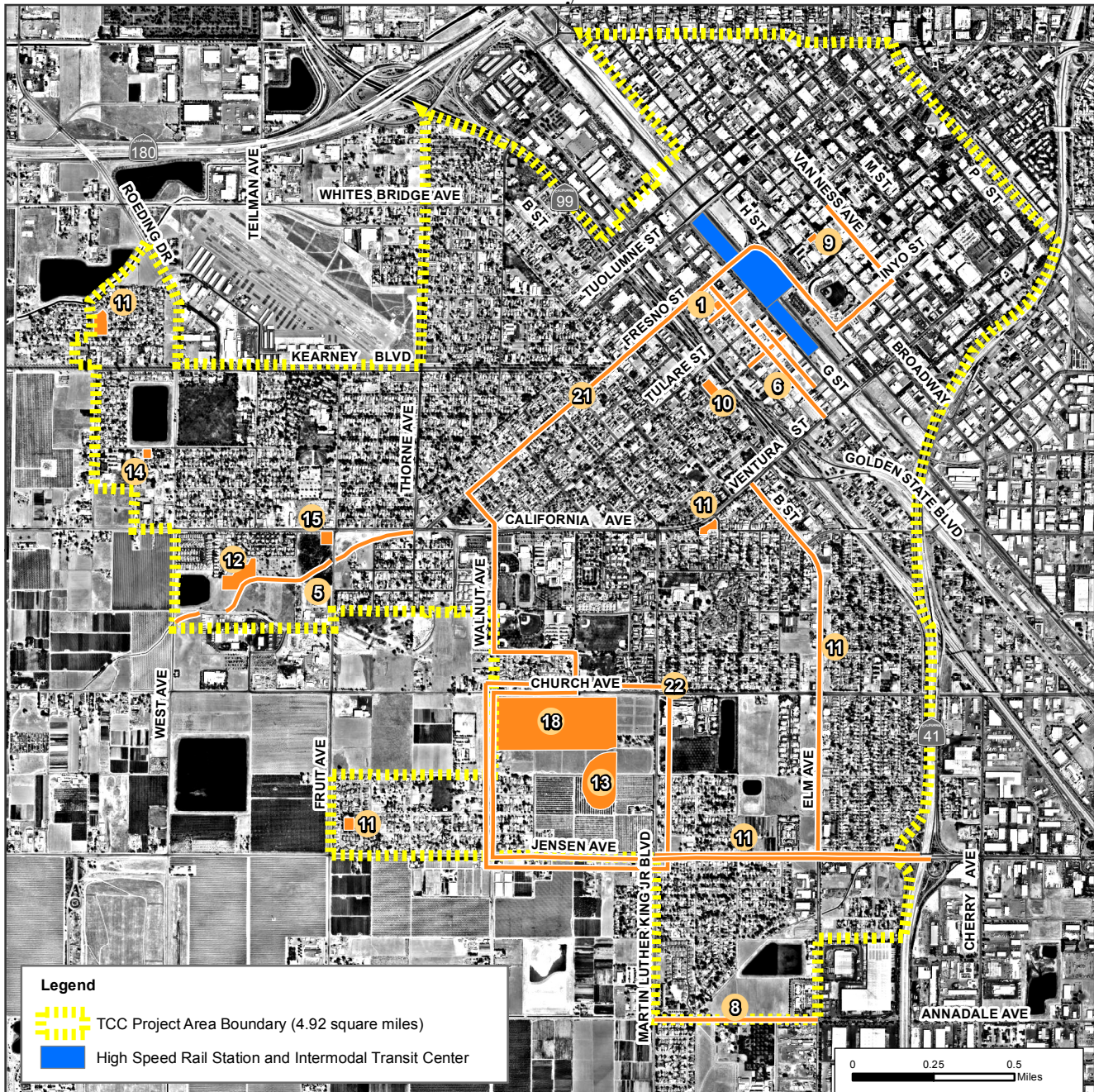
**EXHIBIT S12: TCC PROJECT AREA MAP**





# TCC Project Area

January 2019



Disclaimer: This map is believed to be an accurate representation of the City of Fresno GIS data, however we make no warranties either expressed or implied for correctness of this data.

- 01 - Chinatown Housing Project
- 05 - Southwest Fresno Trail
- 06 - Chinatown Urban Greening
- 08 - Annadale Mode Shift
- 09 - Mariposa Plaza
- 10 - ERP Green Toddler Park
- 11 - Southwest Urban Forest Expansion
- 12 - Yosemite Village Permaculture Community Garden and Urban Farm
- 13 - Park at MLK Magnet Core
- 14 - Inside Out Community Garden
- 15,16,17- Southwest Fresno Community Food Hub
- 18 - Fresno City College: West Fresno Satellite
- 21 - TCC Connector
- 22 - Southwest Offsite Improvements

**The projects below do not have a specific location and are not depicted on the map.**

- 02 - EOC Partnership for Energy Savings and GHG Reductions in SW Fresno
- 03 - GRID Solar Collaborative Single-Family Partnership
- 04 - GRID Solar Collaborative Multi-Family Partnership
- 07 - Clean Shared Mobility Network
- 19 - Chinatown Property Based Improvement District
- 20 - EOC Partnership for Energy Savings and GHG Reductions in SW Fresno:  
EFMP Plus-Up Vehicle Replacement and Incentives



**EXHIBIT S13: CITY OF FRESNO LETTER**

## BOARD MEMO

O (559) 443-8400  
 F (559) 445-8981

1331 Fulton Street  
 Fresno, California 93721  
 TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

**DATE:** March 21, 2019

Fresno Housing Authority

**BOARD MEETING:** March 26, 2019

**FROM:** Preston Prince 

**AGENDA ITEM:** 7c

CEO/Executive Director

**AUTHOR:** Sheila Scheitrum

**SUBJECT:** Award of General Contractor/Construction Manager (GCCM)

Contract – Kingsburg Seniors Housing

### Executive Summary

On December 21<sup>st</sup>, 2018 staff issued a Request for Proposals (RFP) for General Contractor/Construction Management (GCCM) Services, including pre-construction consulting for the Kingsburg Seniors Housing development project. On March 4, 2019, staff submitted a 9% low-income housing tax credit application. If not successful, Staff is anticipating a re-submission in July 2019. An award of GCCM contract would allow time for the substantial review of architectural drawings and a more thorough cost estimation.

A total of 6 proposals were received for the subject site in response to the solicitation. The review panel was comprised of Fresno Housing (FH) staff, along with three external panel members. Upon evaluation of the initial scoring, the 3 top ranked proposals were invited to participate in a panel interview.

After a comprehensive review, staff is recommending Johnston Contracting, Inc. for the Kingsburg Seniors Housing project. The proposals were ranked based on firm history, capability, track record and relevant experience, project team, project schedule, fee structure and economic opportunities outreach. The final ranking of the top 3 proposals is as follows:

### Proposer's Ranking Comparison

| Name of Proposer           | Average Ranking | Firm Location                     |
|----------------------------|-----------------|-----------------------------------|
| Johnston Contracting, Inc. | 304.73          | Clovis, CA                        |
| ProWest Constructors       | 300.84          | Wildomar, CA<br>Santa Barbara, CA |
| Brown Construction, Inc.   | 287.41          | Sacramento, CA                    |

During the interview process, staff inquired how each firm would work to use local subcontractors and firms to best serve the needs of the project and greater Fresno community. Johnston Contracting, Inc. is a local firm who has completed 4 previous construction projects with Fresno Housing. The majority of their subcontractors are local, and have an established working history with Johnston.

**Recommendation**

It is recommended that the Boards of Commissioners award the General Contractor/Construction Management Services Contracts to:

1. Johnston Contracting, Inc. for the Kingsburg Seniors Housing project, at \$65,000.00 for pre-construction consultancy services and for an amount not to exceed 12.5% of construction costs for General Contracting services

It is further recommended to authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the contracts subject to satisfactory review and approval by legal counsel.

**Fiscal Impact**

The contract will be worth 12.5% of the total construction costs in the project budget, or approximately \$1,875,000.00 based on preliminary construction estimates, and will be paid from the project budget. Pre-construction consultancy services will be provided at a cost of \$65,000.00.

**Background Information**

The City of Kingsburg and the Fresno Housing Authority have discussed a potential partnership to develop a senior housing project after the initial developer was unable to secure project financing. Marion Villas Apartments, a 46-unit seniors development completed by HAFC in 2014, has been very well received by the City of Kingsburg and has quickly become a valuable asset for the community. As a result of our great work, the City believes FH is a good fit to be the developer for this project.

The project is located on the southwest corner of Madsen Avenue and Sierra Street in Kingsburg, CA (APN: 396-020-017) FH staff currently envisions the project as new construction of 47 units, there will be (38) one-bedroom units, (8) two-bedroom units, and (1) three-bedroom manager's unit. Of the (47) units, (41) of the units will be rent restricted for qualified incomes ranging from 30% to 80% of the area median income, and (5) units will be market rate units. There will also be approximately 3,650 square feet of community space.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR/CONSTRUCTION  
MANAGEMENT SERVICES TO JOHNSTON CONTRACTING, INC. FOR THE  
KINGSBURG SENIORS HOUSING DEVELOPMENT PROJECT IN KINGSBURG,  
CALIFORNIA**

WHEREAS, the Housing Authority of Fresno County, California (the "Authority") seeks to expand the development and availability of low-income housing to residents in Fresno County (the "County"); and,

WHEREAS, the Authority is working to secure funding for the project located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, (APN: 396-020-017) (the "Project"); and

WHEREAS, the Authority released a request for proposals for General Contractor/Construction Management ("GC/CM") Services for the Project; and,

WHEREAS, Johnston Contracting, Inc. was the highest rated firm with the capacity to accept an award; and

WHEREAS, the Authority desires to enter into a contract with Johnston Contracting, Inc. for the services specified in their proposal, at a cost of \$65,000.00 for pre-construction consultancy services and for a fee not to exceed 12.5% of the construction budget for the work to be completed between the Project closing and the completion of construction;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute a GC/CM contract with Johnston Contracting, Inc. for the Kingsburg Seniors Housing project.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

**DATE:** March 21, 2019

Fresno Housing Authority

**BOARD MEETING:** March 26, 2019

**FROM:** Preston Prince



**AGENDA ITEM:** 7d

CEO/Executive Director

**AUTHOR:** Dave Brenner

**SUBJECT:** Award of General Contractor/Construction Manager (GCCM)

Contract - Willow & Alluvial Development

### Executive Summary

On December 21<sup>st</sup>, 2018 staff issued a Request for Proposals (RFP) for General Contractor/Construction Management (GCCM) Services, including pre-construction consulting for the Willow & Alluvial development project. On March 4, 2019, staff submitted a 9% low-income housing tax credit application. If not successful, Staff is anticipating a re-submission in July 2019. An award of GCCM contract would allow time for the substantial review of architectural drawings and a more thorough cost estimation.

A total of 6 proposals were received for the subject site in response to the solicitation. The review panel was comprised of Fresno Housing (FH) staff, along with three external panel members. Upon evaluation of the initial scoring, the 3 top ranked proposals were invited to participate in a panel interview.

After a comprehensive review, staff is recommending Brown Construction, Inc. for the Willow & Alluvial project. The proposals were ranked based on firm history, capability, track record and relevant experience, project team, project schedule, fee structure and economic opportunities outreach. The final ranking of the top 3 proposals is as follows:

### Proposer's Ranking Comparison

| Name of Proposer           | Average Ranking | Firm Location                     |
|----------------------------|-----------------|-----------------------------------|
| Johnston Contracting, Inc. | 299.53          | Clovis, CA                        |
| ProWest Constructors       | 296.35          | Wildomar, CA<br>Santa Barbara, CA |
| Brown Construction, Inc.   | 283.14          | Sacramento, CA                    |

During the interview process, staff inquired how each firm would work to use local subcontractors and firms to best serve the needs of the project and greater Fresno community. Brown Construction, Inc. is a local firm which has completed several construction projects for Fresno Housing.

**Recommendation**

It is recommended that the Boards of Commissioners award the General Contractor/Construction Management Services Contracts to:

1. Brown Construction for the Willow & Alluvial project, at \$10,000.00 for pre-construction consultancy services and for an amount not to exceed 13.96% of construction costs for General Contracting services

It is further recommended to authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the contracts subject to satisfactory review and approval by legal counsel.

**Fiscal Impact**

The contract will be worth 13.96% of the total construction costs in the project budget, or approximately \$2,094,000.00 based on preliminary construction estimates, and will be paid from the project budget. Pre-construction consultancy services will be provided at a cost of \$10,000.00.

**Background Information**

The Willow & Alluvial site consists of 4.175 acres on the Northeast corner of N. Willow Avenue and W. Alluvial Avenue in Clovis, California (addressed 725 W. Alluvial Avenue, Clovis, California). The project has received entitlement approvals for a 60 unit large family complex, which includes ample public space and 2,473 square feet of interior community and office space. The project is located within easy access of many amenities and several high-performing schools. The census tract is considered "Highest Resource" under the California Tax Credit Allocation Committee's (CTCAC) opportunity ranking methodology.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR/CONSTRUCTION  
MANAGEMENT SERVICES TO BROWN CONSTRUCTION FOR THE WILLOW &  
ALLUVIAL DEVELOPMENT PROJECT IN CLOVIS, CALIFORNIA**

WHEREAS, the Housing Authority of Fresno County, California (the "Authority") seeks to expand the development and availability of low-income housing to residents in Fresno County (the "County"); and,

WHEREAS, the Authority is working to secure funding for the project at 725 W Alluvial Avenue, Clovis, California (the "Project"); and

WHEREAS, the Authority released a request for proposals for General Contractor/Construction Management ("GC/CM") Services for the Project; and,

WHEREAS, Brown Construction was the highest rated firm with the capacity to accept an award; and

WHEREAS, the Authority desires to enter into a contract with Brown Construction for the services specified in their proposal, at a cost of \$10,000.00 for pre-construction consultancy services and for a fee not to exceed 13.96% of the construction budget for the work to be completed between the Project closing and the completion of construction;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute a GC/CM contract with Brown Construction for the Willow & Alluvial project.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:



ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

**DATE:** March 21, 2019

Fresno Housing Authority

**BOARD MEETING:** March 26, 2019

**FROM:** Preston Prince



**AGENDA ITEM:** 7e

CEO/Executive Director

**AUTHOR:** Lela Schwartz

**SUBJECT:** Award of General Contractor/Construction Manager (GCCM)

Contract: Huron Family Housing Development

### Executive Summary

On December 21<sup>st</sup>, 2018 staff issued a Request for Proposals (RFP) for General Contractor/Construction Management (GCCM) Services, including pre-construction consulting for the Huron Family Housing Development. Staff is anticipating the future submission of a low-income housing tax credit application in July 2019 or 2020; therefore, staff is recommending award of the GCCM contract at this time to allow for a substantial review of construction design drawings in order to obtain the most cost effective methods of construction.

A total of 6 proposals were received for the subject site in response to the solicitation. The review panel was comprised of Fresno Housing (FH) staff, along with three external panel members. Upon evaluation of the initial scoring, the 3 top ranked proposals were invited to participate in a panel interview.

After a comprehensive review, staff is recommending ProWest Constructors for the Huron Family Housing Development project. The proposals were ranked based on firm history, capability, track record and relevant experience, project team, project schedule, fee structure and economic opportunities outreach. The final ranking of the top 3 proposals is as follows:

### Proposer's Ranking Comparison

| Name of Proposer           | Average Ranking | Firm Location                     |
|----------------------------|-----------------|-----------------------------------|
| Johnston Contracting, Inc. | 299.79          | Clovis, CA                        |
| ProWest Constructors       | 297.48          | Wildomar, CA<br>Santa Barbara, CA |
| Brown Construction, Inc.   | 284.18          | Sacramento, CA                    |

During the interview process, staff inquired how each firm would work to use local subcontractors and firms to best serve the needs of the project and greater

Fresno community. Prowest Contractors is based out of southern California and this would be their second construction project for Fresno Housing.

### **Recommendation**

It is recommended that the Boards of Commissioners award the General Contractor/Construction Management Services Contracts to:

1. ProWest Constructors for the Huron Family Housing Development, at no cost for pre-construction consultancy services and for an amount not to exceed 13.33% of construction costs for General Contracting services

It is further recommended to authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee to negotiate and execute the contracts subject to satisfactory review and approval by legal counsel.

### **Fiscal Impact**

The contract will be worth 13.33% of the total construction costs in the project budget, or approximately \$1,999,500.00 based on preliminary construction estimates, and will be paid from the project budget. Pre-construction consultancy services will be provided at no cost.

### **Background Information**

The Huron Family Housing Development site consists of two vacant parcels located on the Southwest and Southeast corners of 12<sup>th</sup> and Fresno Streets on approximately 6.60 acres in Huron, CA (APNS: 075-330-02T, 07T). Staff envisions a mixed-use project with up to eighty (80) multifamily units and up to 3,500 sq. ft. of commercial space.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA

**RESOLUTION APPROVING AWARD OF GENERAL CONTRACTOR/CONSTRUCTION  
MANAGEMENT SERVICES TO PROWEST CONSTRUCTORS FOR THE HURON FAMILY  
HOUSING DEVELOPMENT PROJECT IN HURON, CALIFORNIA**

WHEREAS, the Housing Authority of Fresno County, CA (the "Authority") seeks to expand the development and availability of low-income housing to residents in Fresno County (the "County"); and,

WHEREAS, the Authority is working to secure funding for the project at the southwest corner of 12<sup>th</sup> and Fresno Streets in Huron, California (the "Project"); and

WHEREAS, the Authority released a request for proposals for General Contractor/Construction Management ("GC/CM") Services for the Project; and,

WHEREAS, ProWest Constructors was the highest rated firm with the capacity to accept an award; and

WHEREAS, the Authority desires to enter into a contract with ProWest Constructors for the services specified in their proposal, at no cost for pre-construction consultancy services and for a fee not to exceed 13.33% of the construction budget for the work to be completed between the Project closing and the completion of construction;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County, California, hereby authorizes Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute a GC/CM contract with ProWest Constructors for the Huron Family Housing Development project.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 7f

**AUTHOR:** Daniel Guerra

**SUBJECT:** Consideration of Permanent Financing from Central Valley  
Community Bank– San Ramon Court Apartments

### Executive Summary

San Ramon Court Apartments is an affordable housing development consisting of 32 units of multi-family apartments, located at 1328 and 1346 E. San Ramon Avenue in the El Dorado Park neighborhood of Fresno, CA.

The Fresno Housing Authority collaborated with the City of Fresno to use Neighborhood Stabilization Program (NSP) Funds and Housing Relinquished Fund Corporation (HRFC) funds to rehabilitate the complex. The City approved \$3.2 million of NSP3 funds and the HRFC Board of Directors committed a loan of up to \$1.2 million to complete the project. Utilizing \$4.2 million dollars of combined funding, the final scope of work included a significant renovation of the interior and exterior of the complexes, including new paint, landscaping, HVAC upgrades, and the addition of a community space.

As part of our on-going portfolio analysis and asset management strategy, staff has worked with Central Valley Community Bank (CVCB) on a possible permanent loan refinance in the amount of \$1,025,000. This amount will be applied to the HRFC loan and will allow for added cash flow into HRFC, which can be used on future affordable housing projects. The debt service on the CVCB loan will be paid out of the operating cash flows of San Ramon Court Apartments.

Below is a summary of the proposed terms of the loan:

- **Lender :** Central Valley Community Bank
- **Borrower:** Housing Authority of the City of Fresno
- **Loan Amount:** \$1,025,000
- **Interest Rate:** 5.25% Fixed
- **Term:** 10 Years, 30 Years Amortization
- **Monthly Payment:** \$5,714 to be paid by San Ramon Court Apartments
- **Collateral:** 1st Deed of Trust
- **Use of Funds:** Payoff or pay down HRFC funds

**Fiscal Impact**

The Housing Relinquished Fund Corporation would receive \$1,025,000 in loan repayment. San Ramon Court Apartments would pay \$5,714 per month (approximately \$69 thousand per year) of debt service to Central Valley Community Bank. The property is currently earning approximately \$100 thousand per year in operating cash flow, therefore sufficient cash flows are available to pay the debt service.

**Recommendation**

It is recommended that the Boards of Commissioners of the Fresno Housing Authority adopt the attached resolution approving the necessary actions needed to close on a permanent loan for the benefit of the San Ramon Court Apartments with Central Valley Community Bank in the amount of \$1,025,000, and authorize Preston Prince, CEO/Executive Director, Tracewell Hanrahan, Deputy Executive Director, and/or their designee, to negotiate and execute documents in connection with the approved action.

**Background**

The Fresno Housing Authority (FH) Board approved a resolution on November 28, 2012 for the NSP3 agreement between the Fresno Housing Authority and the City of Fresno. This agreement was the result of an RFQ award issued by the City of Fresno. On January 23, 2013, the FH Board approved the acquisition of 1328 and 1346 East San Ramon Avenue, Fresno CA (APN's 418-151-32s and 418-151-34s), which is a 32-unit multi-family building. Following this approval, staff closed escrow on the property March 15, 2013.

On April, 24, 2013, the FH Board approved Zumwalt Construction as the general contractor for San Ramon and R.L. Davidson, Inc., as the project architect. The Fresno Housing Authority conducted a kick-off meeting on May 6, 2013 with the project architect and the general contractor for the project. The Fresno Housing Authority and the Architect had their initial meeting with the City of Fresno Planning Department on May 17, 2013, to discuss the El Dorado Park Neighborhood Plan and requirements for San Ramon. Plans were submitted for approval to the City of Fresno Planning and Building Departments on July 26, 2012. Plan Check comments were received from the City of Fresno Building Department on August 12, 2013 and re-submitted for approval August 26, 2013. The Site Plan Review was approved August 26, 2013.

The Fresno Housing Authority was committed to engaging residents in the development process as part of the community capacity building initiative underway in the El Dorado Park neighborhood. The Fresno Housing Authority hosted a Community Meeting for this project on March 22, 2013 in collaboration with the Building Neighborhood Capacity Program, to provide further information to the residents on this project and to gather feedback. The construction start date was scheduled for mid July 2013 and the completion date was February 2014.

RESOLUTION NO. \_\_\_\_\_

BEFORE THE BOARD OF COMMISSIONERS OF THE

HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF  
DOCUMENTS, TO IMPLEMENT FINANCING BY THE HOUSING  
AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA ON ITS OWN  
BEHALF IN CONNECTION WITH THE FINANCING AND OPERATION OF  
SAN RAMON COURT APARTMENTS LOCATED AT 1328-1346 E SAN RAMON AVENUE  
IN THE CITY OF FRESNO (APN: 418-151-32S and 418-151-34S), AND PROVIDING FOR  
OTHER MATTERS RELATED THERETO**

WHEREAS, the Housing Authority of the City of Fresno, California (the "Authority") seeks to provide long-term housing for low income persons residing in the City of Fresno, California (the "City"); and,

WHEREAS, the Authority is authorized, among other things, to finance, plan, undertake, construct, acquire and operate housing projects; and,

WHEREAS, the Authority has agreed to facilitate a new loan on a thirty-four unit property located at 1328-1346 E. San Ramon Avenue in Fresno, CA; and,

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

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

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Fresno, California do hereby authorize the following transactions:

**1. Approval of Loan Assembly Activities.** The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to assemble the Project



Financing, including without limitation, construction, permanent and third party loan applications, and any and all other documents reasonably required to borrow sufficient funds to support the Project.

**2. Loan of Funds.** The Authorized Officers, and each of them acting alone, on behalf of the Authority are authorized to take such actions and execute such documents as necessary to borrow funds from Central Valley Community Bank in an amount of up to \$1,025,000. Each Authorized Officer, and each of them acting alone, is authorized to decrease the principal amount of any loan by any amount, or to increase the principal amount of any loan by an amount up to 10% more than the maximum principal amount for the loan stated in this resolution. The source of funds for any such increase shall be funds available to the Authority or such other funds that may become available to the Authority for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Authority for the Project exceeds the aggregate maximum principal amount stated in this resolution for all loans to the Authority.

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

4. **Expenditures.** The Authority is authorized to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the Project or actions authorized by this resolution.

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

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

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Preston Prince, Secretary of the Boards of Commissioners

## BOARD MEMO

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Mall  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

**TO:** Boards of Commissioners

Fresno Housing Authority

**FROM:** Preston Prince

CEO/Executive Director

**DATE:** March 21, 2019

**BOARD MEETING:** March 26, 2019

**AGENDA ITEM:** 7g

**AUTHOR:** Emily De La Guerra

**SUBJECT:** Financial Results for Agency Operations and Housing Assistance Payments through December 31, 2018

### Executive Summary

The purpose of this memo is to present the financial results for Agency Operations and Housing Assistance Payments (HAP) as of December 31, 2018. The attachment provided with this memo shows the consolidation of all Housing Authority programmatic budgets combined into six divisions. Each budget, separately and together as a whole, is intended to ensure that the Fresno Housing Authority remains fiscally sound while investing in the Agency's future, and delivering services in accordance with our mission statement.

### Agency Operating Budget

| OPERATING BUDGET               | 2018 Budget      | 2018 Results     | \$ Variance      | % Variance  |
|--------------------------------|------------------|------------------|------------------|-------------|
| TOTAL INCOME                   | 41,402,540       | 46,717,443       | 5,314,903        | 13%         |
| TOTAL EXPENSES                 | 37,974,220       | 38,835,289       | 861,069          | 2%          |
| <b>NET OPERATING INCOME</b>    | <b>3,428,320</b> | <b>7,882,154</b> | <b>4,453,834</b> | <b>130%</b> |
| TOTAL NON-OPERATING EXPENSES   | 1,957,088        | 2,224,543        | 267,455          | 14%         |
| <b>NET INCOME</b>              | <b>1,471,232</b> | <b>5,657,611</b> | <b>4,186,379</b> | <b>285%</b> |
| <b>UNRESTRICTED NET INCOME</b> | <b>(441,488)</b> | <b>1,545,106</b> | <b>1,986,594</b> | <b>450%</b> |

The 2018 Operating Budget was approved by the Boards in December 2017 with net operating income of \$3.4 million and unrestricted cash flow utilization of \$441 thousand. As of December 31<sup>st</sup>, 2018, the Agency operated better than budget. Total net operating income is \$7.9 million, which is \$4.5 million better than budgeted, and unrestricted net income is \$1.6 million, which is about \$2.0 million better than budgeted.

This variance in operating and unrestricted net income is mainly attributable to \$5 million dollars of additional revenue, which includes unbudgeted income to Instrumentalities, additional developer fees to Planning & Community Development and increased revenue to the Housing Choice Voucher program due to improved proration levels. Further details on major variances in revenues and expenditures are categorized below by Division:

- **Core:** Overall, the Core Division operated similarly to the budget, ending the year with a \$63 thousand dollar variance from the original projections. Revenues in Other Income were slightly lower than anticipated due to the delayed receipt of reimbursements for our specialized maintenance group, some of which will be received in early 2019. Admin & Management Fee Income in Core is slightly less than budgeted due to reductions in Staff Development expenses. Fees for this service are allocated to the programs and the revenue is booked in Core. If there are fewer expenses, there will be less revenue and the net effect on the overall budget will be zero. Total operating expenses were about \$138 thousand less than budgeted, mostly due to payroll savings from staffing vacancies.
- **Instrumentalities:** The Instrumentalities Division ended the year with approximately \$3.7 million of restricted net income, or \$2.7 million more than budgeted. Other Income is \$2.6 million higher than projected because of a \$1.3 million payment received from the Department of Treasury as proceeds from the case of Clearwater HA vs. the United States regarding the 2012 public housing reserves offset. Additionally, HRFC received just over \$1.1 million dollars in sales proceed from Viking Village Rental Assistance Demonstration (RAD). This money was transferred from the Housing Authority and into HRFC to be used for affordable housing purposes. The remaining variance in income is due to additional interest earned in HRFC.
- **Planning & Community Development:** This division performed significantly better than projected, mostly due to additional Developer Fees. The Agency budgeted to receive approximately \$5.0 million in Developer Dees and pay an associated \$1.6 million in Consulting/Professional Fees for co-development services (as shown on the Administrative Expense line item). Of the \$5.0 million dollars of revenue that was originally budgeted, the Agency received nearly all of the budgeted 2018 Developer Fees. Additionally, the Agency received Developer Fees from several properties that were deferred from prior years, for a total payment of \$700 thousand. In total, the division ended the year adding about \$1.8 million over their budgeted unrestricted net income.
- **Assisted Housing:** Overall, the AHD Division performed slightly better than budgeted, utilizing approximately \$95 thousand less of Agency unrestricted reserves. Staff conservatively budgeted the Housing Choice Voucher (HCV) Administrative Fee proration at 75%, and final proration for the year came in close to 80%, which represents an addition \$600 thousand of income to HCV. The remaining variance in revenue is due to a change in the way Shelter Plus Care is accounted for. In previous budgets, Shelter Plus Care was included in the HAP budget as payments are made to landlords similarly to the HCV program. Staff has since changed the accounting procedures in order to match guidance that HAP should only include HCV funding. On the expense side, in order to maintain sufficient leasing in a tight rental market, staffing in the HCV program was supplemented with temporary employees. Additionally, the HCV program incurred significant administrative expenses for criminal background checks used to screen participating families.
- **Housing Management:** The Housing Management Division (HSM) was over budget for the year due to slightly lower revenue and additional non-operating costs, which includes subsidy pass thru to mixed finance properties. Net Tenant Income and HUD Grant Income were lower due to changes in the portfolio where properties moved from public housing to mixed finance or unrestricted properties. On the expense side, operating expenses in total are slightly lower than budgeted and non-operating expenses are higher than budgeted, with a total net variance of \$150

thousand dollars. Payroll expenses are lower than budgeted due to changes in the staffing levels at the properties. Maintenance expenses are higher due to planned improvements at public housing properties to prepare for REAC inspections. Non-operating expenses are higher than budgeted due to additional public housing subsidy that was transferred to Yosemite Village to pay for property maintenance and improvements. Additional subsidy transfers were also made to Oak Grove for the upcoming RAD conversion of the property.

- **Unrestricted Properties:** Overall, the Unrestricted Properties operated better than budgeted, adding \$132 thousand to unrestricted net income over the original budget projections. Most of this variance is attributable to properties converting from public housing. Maintenance expenses were higher due to capital improvements across the portfolio.

### **Housing Assistance Payments (HAP) Budget**

Housing Assistance Payments (HAP) are the subsidies paid to landlords on behalf of residents participating in the Housing Choice Voucher program (formerly known as “Section 8”) program. Revenues and expenses for Housing Assistance Payments were better than budgeted as of December 31, 2018. Revenues were higher than anticipated mostly due to draws from HUD-held reserve accounts in the HCV program. The 2018 budget was approved using the annual budget authority for the program, which varies from actual revenue received because it includes draws from HUD-held reserves. HAP expenditures in the HCV program were higher than originally budgeted due to increasing Per Unit Costs across the programs. This is attributable to the increased payment standards that were implemented in 2018 to assist clients in finding available housing. Below is a summary of HAP revenues and expenses as of December 31, 2018.

| <b>HAP BUDGET</b>     | <b>2018 Budget</b> | <b>2018 Results</b> | <b>\$ Variance</b> | <b>% Variance</b> |
|-----------------------|--------------------|---------------------|--------------------|-------------------|
| HAP REVENUE           | 74,014,727         | 76,974,264          | 2,959,537          | 4%                |
| HAP EXPENSES          | 77,908,237         | 78,595,705          | (687,468)          | -1%               |
| <b>NET HAP INCOME</b> | <b>(3,893,510)</b> | <b>(1,621,441)</b>  | <b>2,272,069</b>   | <b>-58%</b>       |

### **Recommendation**

It is recommended that the Boards of Commissioners accept the financial results for Agency Operations and Housing Assistance Payments as of December 31, 2018.

### **Background Information**

The 2018 Operating Budget was approved with revenues of \$41.4 million and operating and non-operating expenses totaling \$39.9 million, resulting in total net income of approximately \$1.5 million dollars. The Boards of Commissioners approved of the utilization of \$441 thousand from unrestricted reserves in 2018 to continue the Agency’s investment in several strategic priorities, including Resident Services, Employee Attraction & Retention, Asset Management, and Program & Policy Analysis. The budget for Housing Assistance Payments (HAP) was approved with \$74 million in revenue and \$77.9 million in expenses, thus utilizing \$3.9 million of restricted HAP reserves.

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

**Resolution Number:**

**RESOLUTION ACCEPTING THE 2018 HOUSING AUTHORITY'S FINANCIAL RESULTS  
AND THE 2018 HOUSING ASSISTANCE PAYMENTS**

WHEREAS, the Annual Operating Financial Results and the Housing Assistance Payments Financial Results for the Fresno Housing Authority for the fiscal year beginning January 1, 2018 and ending December 31, 2018 has been presented for acceptance before the Board of Commissioners of the Housing Authority of Fresno County at its open public meeting on March 26, 2019; and

WHEREAS, the Annual Operating Financial Results as presented for acceptance reflects total revenues of \$46,717,443 and total expenses of \$41,059,832 and

WHEREAS, the Housing Assistance Payments Financial Results as presented for acceptance reflects total revenues of \$76,974,264 and total expenses of \$78,595,705; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Fresno County accept the Annual Operating Financial Results and the Housing Assistance Payments Financial Results beginning on January 1, 2018 and ending on December 31, 2018.

PASSED AND ACCEPTED THIS 26<sup>th</sup> day of March, 2019. I, the undersigned, hereby certify that the foregoing Resolution was duly accepted by the governing body with the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Preston Prince, Secretary of the Boards of Commissioners

Fresno Housing Authority  
Financial Results as of December 31, 2018

|   | Core          |              | Inst.         |              | P&CD          |              | AHD           |              | HSM           |              | UP            |              | Total       |              | \$<br>Variance | %<br>Variance |
|---|---------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|-------------|--------------|----------------|---------------|
|   | Annual Budget | 2018 Actuals | Annual Budget | 2018 Actuals | Annual Budget | 2018 Actuals | Annual Budget | 2018 Actuals | Annual Budget | 2018 Actuals | Annual Budget | 2018 Actuals | 2018 Budget | 2018 Results |                |               |
| OPERATING BUDGET                        |               |              |               |              |               |              |               |              |               |              |               |              |             |              |                |               |
| INCOME                                  |               |              |               |              |               |              |               |              |               |              |               |              |             |              |                |               |
| NET TENANT INCOME                       | -             | -            | -             | -            | -             | -            | -             | -            | 5,935,766     | 5,679,980    | 2,300,350     | 2,626,394    | 8,236,116   | 8,306,374    | 70,258         | 1%            |
| INTEREST INCOME                         | 7,000         | 11,056       | 866,667       | 1,295,300    | -             | -            | -             | -            | 17            | -            | -             | -            | 873,684     | 1,306,356    | 432,672        | 50%           |
| OTHER INCOME                            | 808,000       | 565,653      | 177,299       | 2,782,637    | 20,000        | 564,099      | 710,822       | 776,755      | 14,014        | 49,109       | 43,000        | 92,194       | 1,773,135   | 4,830,446    | 3,057,311      | 172%          |
| ADMIN & MANAGEMENT FEE INCOME           | 8,441,439     | 8,478,330    | 300,000       | 21,010       | -             | -            | -             | 111,423      | -             | -            | -             | -            | 8,741,439   | 8,610,762    | (130,677)      | -1%           |
| DEVELOPER FEE INCOME                    | -             | -            | -             | -            | 4,979,660     | 5,758,199    | -             | -            | -             | -            | -             | -            | 4,979,660   | 5,758,199    | 778,539        | 16%           |
| HUD GRANT INCOME                        | -             | -            | -             | -            | -             | -            | 9,491,065     | 10,797,237   | 4,916,293     | 4,713,237    | -             | -            | 14,407,358  | 15,510,474   | 1,103,116      | 8%            |
| OTHER GRANT INCOME                      | -             | -            | -             | -            | -             | -            | 1,354,390     | 1,272,613    | 1,000,338     | 1,103,799    | 36,420        | 18,420       | 2,391,148   | 2,394,832    | 3,684          | 0%            |
| TOTAL INCOME                            | 9,256,439     | 9,055,039    | 1,343,966     | 4,098,946    | 4,999,660     | 6,322,297    | 11,556,277    | 12,958,027   | 11,866,428    | 11,546,126   | 2,379,770     | 2,737,007    | 41,402,540  | 46,717,443   | 5,314,903      | 13%           |
| EXPENSES                                |               |              |               |              |               |              |               |              |               |              |               |              |             |              |                |               |
| PAYROLL EXPENSES                        | 7,135,977     | 6,854,387    | -             | 3,866        | 1,285,953     | 1,317,918    | 6,891,221     | 6,657,000    | 3,026,970     | 2,445,173    | 330,528       | 285,228      | 18,670,648  | 17,563,571   | (1,107,078)    | -6%           |
| ADMINISTRATIVE EXPENSES                 | 3,445,759     | 3,570,705    | 237,825       | 319,595      | 1,583,998     | 1,023,899    | 4,741,805     | 5,323,476    | 2,169,865     | 1,913,377    | 213,403       | 226,975      | 12,392,655  | 12,378,027   | (14,628)       | 0%            |
| TENANT SERVICES EXPENSES                | 50,000        | 68,699       | -             | -            | -             | -            | 899,843       | 1,761,487    | 335,581       | 299,776      | 5,250         | 7,781        | 1,290,674   | 2,137,742    | 847,068        | 66%           |
| UTILITY EXPENSES                        | 173,427       | 159,645      | -             | -            | -             | -            | -             | -            | 1,882,686     | 1,778,719    | 270,410       | 339,602      | 2,326,523   | 2,277,966    | (48,557)       | -2%           |
| MAINTENANCE EXPENSES                    | 404,862       | 397,505      | 25,000        | -            | 3,000         | 23,920       | 44,354        | 91,607       | 1,922,431     | 2,497,473    | 351,490       | 700,311      | 2,751,137   | 3,710,816    | 959,679        | 35%           |
| TAXES & INSURANCE EXPENSES              | 23,720        | 44,545       | 8,900         | 6,245        | 1,000         | 8,128        | 7,900         | 7,800        | 460,962       | 613,072      | 40,101        | 87,377       | 542,583     | 767,167      | 224,584        | 41%           |
| TOTAL EXPENSES                          | 11,233,745    | 11,095,485   | 271,725       | 329,705      | 2,873,951     | 2,373,866    | 12,585,122    | 13,841,369   | 9,798,495     | 9,547,589    | 1,211,182     | 1,647,274    | 37,974,220  | 38,835,289   | 861,068        | 2%            |
| NET OPERATING INCOME                    | (1,977,306)   | (2,040,446)  | 1,072,241     | 3,769,241    | 2,125,709     | 3,948,432    | (1,028,845)   | (883,342)    | 2,067,933     | 1,998,537    | 1,168,588     | 1,089,733    | 3,428,320   | 7,882,154    | 4,453,835      | 130%          |
| NON-OPERATING EXPENSES                  |               |              |               |              |               |              |               |              |               |              |               |              |             |              |                |               |
| TOTAL NON-OPERATING EXPENSES            | -             | -            | 500           | 22,073       | -             | -            | 120,000       | 172,825      | 624,771       | 1,152,009    | 279,850       | 8,198        | 1,025,121   | 1,355,105    | 329,984        | 32%           |
| TOTAL FINANCING EXPENSES                | -             | -            |               | 6,178        | -             | -            | -             | -            | 602,183       | 601,107      | 329,784       | 390,489      | 931,967     | 997,774      | 65,807         | 7%            |
| TOTAL ADJUSTMENTS & OPERATING TRANSFERS | -             | -            | -             | -            | -             | -            | -             | (2,241)      | -             | (126,095)    | -             | -            | -           | (128,336)    | (128,336)      | 0%            |
| TOTAL NON-OPERATING EXPENSES            | -             | -            | 500           | 28,251       | -             | -            | 120,000       | 170,584      | 1,226,954     | 1,627,021    | 609,634       | 398,687      | 1,957,088   | 2,224,543    | 267,455        | 14%           |
| NET INCOME                              | (1,977,306)   | (2,040,446)  | 1,071,741     | 3,740,990    | 2,125,709     | 3,948,432    | (1,148,845)   | (1,053,926)  | 840,979       | 371,516      | 558,954       | 691,046      | 1,471,232   | 5,657,611    | 4,186,380      | 285%          |
| UNRESTRICTED NET INCOME                 | (1,977,306)   | (2,040,446)  |               |              | 2,125,709     | 3,948,432    | (1,148,845)   | (1,053,926)  |               |              | 558,954       | 691,046      | (441,488)   | 1,545,106    | 1,986,595      | 450%          |

O (559) 443-8400  
F (559) 445-8981

1331 Fulton Street  
Fresno, California 93721  
TTY (800) 735-2929

[www.fresnohousing.org](http://www.fresnohousing.org)

## EXECUTIVE DIRECTOR'S REPORT

---

**TO:** Boards of Commissioners  
Fresno Housing Authority  
**FROM:** Preston Prince  
CEO/Executive Director  
**SUBJECT:** Directors Report – March 2019

**DATE:** March 20, 2019  
**BOARD MEETING:** March 26, 2019  
**AGENDA ITEM:**  
**AUTHOR:** Staff

---

### Executive Summary

The Boards of the Fresno Housing Authority have established the four strategic goals as: Place, People, Public, and Partnership. In addition, the following have been outlined as the management goals: Sustainability, Structure, and Strategic Outreach. The following report demonstrates the efforts of the Executive Leadership and Staff to progress towards the realization of these goals.

### PLACE

#### Overview

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

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

#### Development Project Overview

| Name of Property                  | Status/Type        | Address                       | Total Units | Percent Complete |
|-----------------------------------|--------------------|-------------------------------|-------------|------------------|
| Magnolia Commons (Magill Terrace) | Under Construction | 401 Nelson Avenue, Fowler, CA | 60          | 88%              |



|   |  |  |    |     |
|---|--|--|----|-----|
| Oak Grove                               | Under Construction   | 595 Bigger Street, Parlier, CA   | 56 | 79% |
| Mariposa Meadows                        | Pre-Development<br>Closing April 2019  | 1011 W Atchison Avenue,<br>Fresno, CA                                    | 40 | N/A |
| Orchard Farm Labor Housing              | Pre-Development<br>Closing April 2019  | 295 S Newmark Avenue,<br>Parlier, CA                                     | 41 | N/A |
| Blackstone/Simpson Project              | Pre- Development   | 3039 N Blackstone<br>Avenue, Fresno, CA                                  | 45 | N/A |
| Chinatown                               | Pre-Development  | 1101 F Street, Fresno, CA  | 57 | N/A |
| Renaissance at Parc Grove IV            | Pre-Development<br>VHHP funding available                                      | 2620 E Clinton Avenue,<br>Fresno, CA                                     | 40 | N/A |
| Kingsburg Seniors                       | Pre-Development<br>Submitted to TCAC<br>Submitted to AHP<br>HOME funds awarded | Southwest Corner of Sierra<br>St and Madsen Ave.,<br>Kingsburg, CA       | 47 | N/A |
| Huron                                   | Pre-Development  | Southwest Corner of<br>Fresno and 12 <sup>th</sup> Streets,<br>Huron, CA | 61 | N/A |
| Clovis                                  | Pre-Development<br>Submitted to TCAC   | Northeast Corner of<br>Willow and Alluvial<br>Avenues, Clovis, CA        | 60 | N/A |
| Renaissance at Cincotta (Plaza Terrace) | Pre-Development<br>Submitted to TCAC<br>Submitted to AHP<br>Submitted to NPLH  | 4041 Plaza Drive West,<br>Fresno, CA                                     | 28 | N/A |
| Econo Inn                               | Pre-Development<br>Submitted to AHP<br>Submitted to NPLH                       | 1828 Broadway Street,<br>Fresno, CA                                      | 26 | N/A |
| Barstow Commons                         | Pre-Development<br>Submitted to NPLH   | 130 W Barstow Avenue,<br>Fresno, CA                                      | 42 | N/A |

### Project Highlights

Renaissance at Cincotta, Kingsburg Senior Housing and the Willow and Alluvial project were submitted for consideration to the California Tax Credit Allocation Committee for low-income housing tax credits on March 4, 2019. Kingsburg Senior Housing, Renaissance at Cincotta and Econo Inn also submitted applications to the Affordable Housing Program (AHP), a funding opportunity through the Federal Home Loan Bank of San Francisco.

## HMD OPERATIONS

| FRESNO HOUSING PORTFOLIO - MANAGED ASSETS, 2/1 – 2/28/19 |                    |              |                   |
|--|--------------------|--------------|-------------------|
|  | Total No. of Units | Total Vacant | Current Occupancy |
| CITY OF FRESNO   |                    |              |                   |
| City of Fresno   | 957                | 14           | 98.50%            |
| COUNTY OF FRESNO   |                    |              |                   |
| County of Fresno   | 1173               | 13           | 98.90%            |
| COUNTY OF FRESNO - SEASONAL                              |                    |              |                   |
| Seasonal Properties*                                     | 193                | 151          | 21.76%            |

**\*Seasonal Properties** – Are now closed for the season. Staff are in the turnaround process to prepare the complexes for the 2019 season.

## HMD OPERATIONS

**Seasonal Properites** – Opening Day for the 2019 Season is just around the corner. Parlier Migrant Center in Parlier has Opening Day scheduled for April 2<sup>nd</sup>. Staff is preparing last minute details for move-ins. All 130 families are expected to arrive in the first two days. Maldonado in Firebaugh will open, officially, in April as well but some of our returning Migrant workers have already started to trickle in.

**Lease Ups** – Staff is preparing to begin lease up at two of our most recent RAD Conversions. Waitlists for both Magnolia Commons @ Magill Plaza in Fowler and Oak Grove Commons in Parlier will open on Wednesday, March 20, 2019 at 10:00 a.m. We expect the buildings will be released sometime mid Summer 2019.

## PEOPLE

### Overview

*Fresno Housing works to respect community needs and knowledge – by listening, learning and researching – and respond to issues compassionately, intelligently, intentionally – by developing exceptional programs based on shared expectations.*

INSERT INFORMATION HERE.

## PUBLIC

### Overview

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

INSERT INFORMATION HERE.

## PARTNERSHIP

### Overview

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

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

| Project                                 | Organization                                     | Role   |
|---|--|--|
| 844 S. Chance Avenue                    | Habitat for Humanity<br>Fresno City College      | Partner in the rehabilitation of a former Neighborhood Stabilization Program (NSP) property to provide a homeownership opportunity for a low-income family |
| Renaissance at Cincotta (Plaza Terrace) | Fresno County<br>Department of Behavioral Health | Partner in application to the No Place Like Home program to provide housing and services to homeless populations   |
| Econo Inn                               | Fresno County<br>Department of Behavioral Health | Partner in application to the No Place Like Home program to provide housing and services to homeless populations   |
| Barstow Commons                         | Fresno County<br>Department of Behavioral Health | Partner in application to the No Place Like Home program to provide housing and services to homeless populations   |

## MANAGEMENT GOALS

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

### Sustainability

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

### Administrative Services & Procurement

Procurement and Facilities staff have had a busy start to 2019 with several formal solicitations including Invitation for Bids and Request for Proposals. One RFP includes working closely with the Planning & Community Development Department to complete the evaluation stage for General Contractor Construction Management services. The Agency received six proposals and identified three top proposers for in person interviews. The top proposers selected will provide services for potential development of affordable housing in Clovis, Kingsburg, and Huron.

Procurement staff is also working with the Information Technology department to evaluate proposals to refresh and redesign the Agency's website. The Agency received nine proposals and identified three top

proposers for in person interviews. IT anticipates the top proposer to be identified and work to begin on the website in April. Other solicitations include IFB's to replace the roofs and HVAC units with funding from a Department of Agriculture grant at the Maldonado Migrant Center in Firebaugh. Facilities staff has worked closely with the Housing Management Department (HMD) to replace contracted janitorial services with newly hired custodial staff.

## **Finance**

Over the past month, Accounting and Finance staff have been working to close the books on 2018 and submit necessary financial reports. Staff is pleased to report that all deadlines have been met regarding limited partnership (LP) tax returns and audits, as well as the Agency's Financial Data Submission to HUD, which was due on March 15th. Staff continues to prepare and submit information for the Agency audit. DavisFarr, the Agency auditor, will return on April 15th to continue financial analyses and validate the reasonableness of data and notes reported in our financial statements.

## **Information Technology**

The Information Technology team purchased new desktops systems to refresh a portion of staff computers, and staff has begun deployment at the Central Office and plans to move on to remote sites shortly after. The IT team partnered with various departments for the grand opening of our new site Blossom Trail. In addition to event setup assistance, staff set up audio and video equipment and a computer lab for residents. Staff began evaluating Mobile Device Management systems to enhance the Agency's ability to send out alerts, deploy applications, and recover lost devices.

## **Information Systems**

Fresno Housing has successfully implemented online maintenance request and launched the Yardi's Payment Processing module for two pilot properties, the LIPH Pinedale Apartments. Online maintenance request allow residents to submit work orders and check the status of their request at any time. Yardi's Payment processing module allows Fresno Housing families to log into RentCafé and conveniently pay their lease payments. This online, self-service lease payment option allows residents to set up recurring payments, view their account balances, and pay directly from their bank account (ACH payment) or with their credit or debit card

## **Human Resources**

Kayla Giosa, Human Resources Coordinator II, attended a Liebert Cassidy Whitmore training on Wednesday, February 20, 2019. The morning training covered a broad spectrum of Human Resources Management for the public sector, the afternoon training focused on legal issues regarding hiring and promotions. Both trainings included valuable information and good refreshers for the department.

Aysha Hills, Senior Analyst – Human Resources, attended the Fresno State and Reedley College job fairs in the beginning of March to promote the Agency's career opportunities.

On March 15, 2019 the Annual All Staff Event was held at the Radisson Hotel, Downtown. This year we offered new conference style training sessions, developed and facilitated by Agency staff! Each employee

was able to choose two out of the four sessions, to attend. The four sessions offered were Budget Management 101, A Walk in our Client's Shoes, Street2Home and Time Management.

In addition, we celebrated our 2018 New Hires, Agency Promotions, Staff Educational Achievements, Years of Service and acts of Stewardship.

At the closing of the event, employees created a Welcome Home Kit filled with household items and a personalized signed card. These kits will be distributed to our residents at the newest low-income housing properties and HCV residents through the Inspections team.

The Human Resources Department is currently recruiting for positions within the Housing Management Department.

#### New Hires

- Kerissa Teel, District Manager
- Valerie Cervantez, Receptionist

#### Promotions

- Katherine Valencia, Quality Assurance Coordinator

### **Structure**

*Maintain a committed, active, community-based Boards of Commissioners.*

Effort in this area are ongoing and will be reported as outcomes are achieved.

### **Strategic Outreach**

*Heighten agency visibility, facilitate community dialogue about housing solutions; and build support for the agency and quality affordable housing.*

Effort in this area are ongoing and will be reported as outcomes are achieved.

---

# Addendums

## March 26, 2019

# Resident Empowerment



# Objective

- **FHA Mission:** Residents obtain an education, achieve health and wellness, attain wage progression, and ultimately to become self-sufficient.
- **FPU/CCT Mission:** Poverty alleviation and Community Development via the introduction of financial literacy to the low-moderate income and vulnerable citizens of the community.
- Reduce predatory lending marketed to the low to moderate income citizens.



# Who Needed What?

- FHA required a wholistic (holistic) financial literacy program that was transformative and not transactional.
- Residents needed to be validated, valued, and reaffirmed.
- Instructions in the basic financial literacy competencies.
- CCT needed a market of ideal candidates.



# Strategy

- Faith & Finances classes are being offered at three locations, Edison High School area (Legacy Commons – SW Fresno), Cedar Courts Commons (Cedar and Hamilton - SE Fresno), and Park Grove Commons (Clinton and Fresno Street – Central Fresno).

# Components

- Public/Private and Faith-based Organizational Partnerships.
- F&F provided a Wholistic offering (psycho-social).
- Contextualized, Faith Based.
- Basic, interactive and personable, and relevant.





# Wholistic (Holistic) offering (psycho-social)

**Credit Card**

| Name                  | Debt  | Annual Rate | Monthly Payment     | Total Interest Charges |
|-----------------------|-------|-------------|---------------------|------------------------|
| Stuff-Mart (TV)       | \$500 | 19.8%       | \$25.90             | \$109.57               |
| Credit Plus (Uniform) | \$80  | 14%         | paid off in 1 month | \$0                    |

Smaller TV Thrift Store  
Need TV? Used TV

**Reasons To Get a Good Credit Report**

- Relieve Stress
- Long-term planning
- Solve ID threat
- Better Score, better interest
- CS (Credit Score)
- Better money habits
- Build a better credit history
- On time payments
- Good credit reports
- Good marks

**Expectations**

- ing w/ Others to manage finances
- my Faith will help Finances
- to make wise choices w/ Finances so it goes better
- Learn More about Finances
- to have Savings Act

**Meeting Our Goals**

- Putting extra Change Aside
- Taking Advantage of Overtime
- Sacrifice extra "fun" activities for a time
- Hard Work
- Wait for

**An Asset Is:**  
Something God has entrusted to You the Value  
Un Activo es algo que Dios me ha encargado que

**SMART Savings Goals**

Your savings goals should be:

- Specific**-to know what you're aiming for + you're making sacrifices
- Made to honor God**-connect them to your priorities + His work in the world
- Accountable**-ask someone to check on you or send reminders
- Realistic**-to increase the likelihood of achieving them
- Time-bound**-to track your progress + ensure you reach your goal

**Victories**

**Together Commit Our Daily and E**

**Expectativas**

- trabaja con otros
- viendo más de mi Finanzas
- le ayudara a mis finanzas

**Ass**

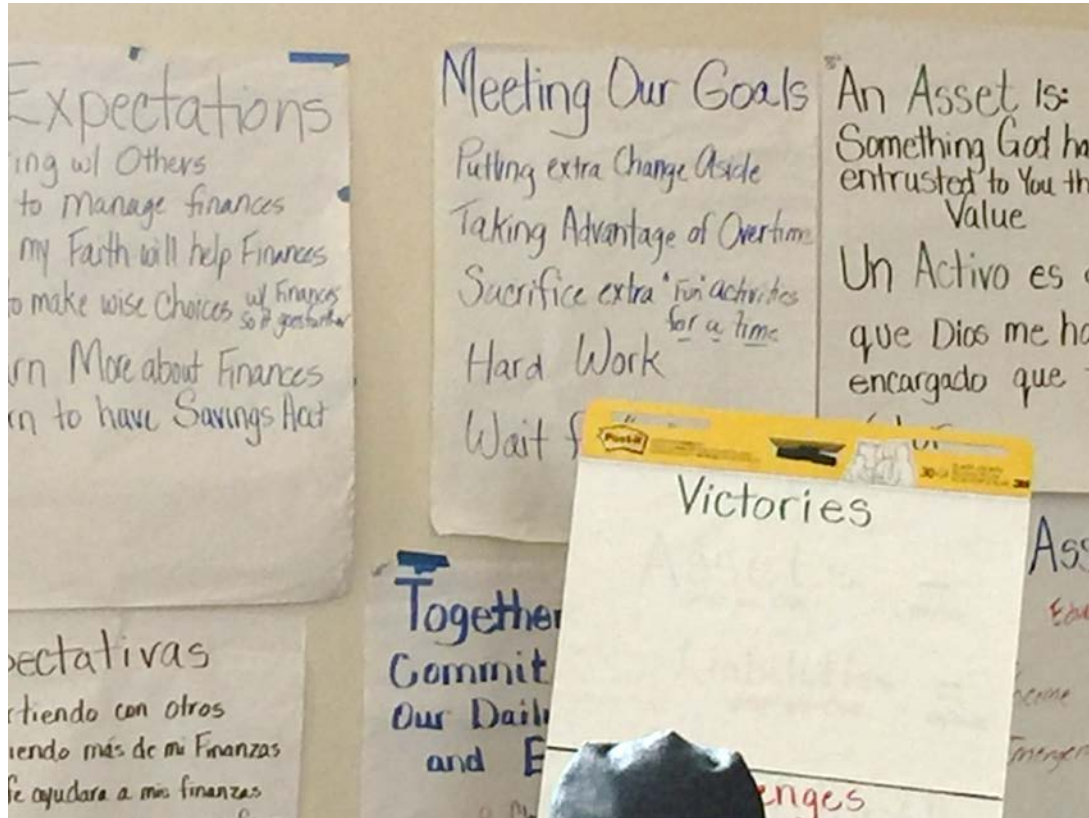
**Enges**

**BANK**

Safe Insurance

bank  
Debit card  
your account

# Inside Out



# How do we measure success?

- Pre – Course Evaluation
- Post – Course Evaluation
- Alumni Gatherings
- 341 trained – 72% (244) now track their income and expenses.
- 87% have reduced or eliminated at least one expense.
- 82% have made short term savings goals
- 93% have reviewed their credit report
- 39% have created an emergency fund
- 37% talk to their loved one about money's affect on their relationship



# How do we measure success?

## Transformed thinking:

- Transformed from hopeless to hopeful. From desperation to aspiration. From rejection and low self-esteem to being a valued asset with great value and growth. From despair and dread to joy and being loved and (*Oh! The Places They will go!*) the possibilities.
- Free to dream again (or for the first time).
- Changed behavior:
- Moving from poverty to prosperity.
- Reduce the market for predatory lending.





---

# Business Operations Intern

Nathaniel Sorber



# Expectations

- Opportunities for growth and learning
- Exposure to a professional work setting
- Development of skills
- Training and support

# What I Did

- Five Stages of procurement
  - Stage 2 - Solicitation
  - Stage 5 – Contract Administration
    - Organize contracts in the vault
    - Identify Renewals
    - Establish destroy dates
    - Input contracts into Yardi
- Subcontractor List
  - Identify previous bidders

# What I Learned

- Confidence when speaking
- Time management
- Balancing work and school
- Experience in a professional environment

# Overall Thoughts

|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|



## ***Interactive Data Dashboard***

*Board of Commissioners Meeting  
March 26, 2019*

|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|

## Purpose

- Expand the use of meaningful data, analyses, and measurements that will allow for a greater understanding of the Agency's residents and programs
- To better understand our programs, residents, and community
- To provide better service and programs

|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|

## Solution

- Transform the Executive Summary narrative into a series of interactive data dashboards centered around some of the most common discussions, challenges, and goals.

|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|

## Roadmap

Part 1 – People and Places: Applicants, Residents, and Properties

**Part 2 –Central Office Lobby Customer Service**

Part 3 - HCV Interest List

Part 4 - Our Staff: Demographics and Retention

Part 5 - Our Programs: HMD Statistics

Part 6 - Our Programs: HCV and Inspection Statistics

Part 7 - Resident Services



|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|

Total Number of Visitors  
(3/26/2018 to 3/25/2019)

79,491

Average Visits per Day

353

Most Visitors in one Day  
9/24/2018

600

Average Wait Time in Minutes

19

Filters

Clicking on Purple Area will Filter by Selected Field

Click Here to Clear ALL Filters

No appointment  
47,386 (60%)

Appointment  
18,321 (23%)

RFTA's  
6,513 (8%)

Voucher Extension  
5,322 (7%)

Owner Service  
1,777 (2%)

Job Interview  
172 (0%)

Mar-18  
1.8%

Apr-18  
8.6%

May-18  
8.2%

Jun-18  
7.8%

Jul-18  
9.1%

Aug-18  
9.6%

Sep-18  
9.1%

Oct-18  
9.6%

Nov-18  
7.8%

Dec-18  
6.9%

Jan-19  
8.7%

Feb-19  
6.9%

Mar-19  
5.9%

VISIT DETAILS

| Reason                      | Wait Time | Visits per Day | % of Visits |
|-----------------------------|-----------|----------------|-------------|
| No Appointment or Details   | 12        | 107            | 30%         |
| Talk to Caseworker          | 16        | 48             | 13%         |
| Rent Verification Print-Out | 11        | 21             | 6%          |
| Change of Information       | 11        | 18             | 5%          |
| Move / Port Out             | 12        | 6              | 2%          |
| Inspection Related          | 13        | 5              | 1%          |

VISITOR VOLUMES BY WEEKDAY | MORE VISITS | LESS VISITS

| Hour of Tim.. | 4 DAY WEEK |         |           |          | 5 DAY WEEK |         |           |          |        |
|---------------|------------|---------|-----------|----------|------------|---------|-----------|----------|--------|
|               | Monday     | Tuesday | Wednesday | Thursday | Monday     | Tuesday | Wednesday | Thursday | Friday |
| 07 AM         |            |         |           |          |            |         |           |          |        |
| 08 AM         |            |         |           |          |            |         |           |          |        |
| 09 AM         |            |         |           |          |            |         |           |          |        |
| 10 AM         |            |         |           |          |            |         |           |          |        |
| 11 AM         |            |         |           |          |            |         |           |          |        |
| 12 PM         |            |         |           |          |            |         |           |          |        |
| 01 PM         |            |         |           |          |            |         |           |          |        |
| 02 PM         |            |         |           |          |            |         |           |          |        |
| 03 PM         |            |         |           |          |            |         |           |          |        |
| 04 PM         |            |         |           |          |            |         |           |          |        |
| 05 PM         |            |         |           |          |            |         |           |          |        |

4 AND 5 DAY WEEK COMPARISON

11%  
M

12%  
T

11%  
W

11%  
T

15%  
M

12%  
T

11%  
W

11%  
T

8%  
F

AVERAGE VISITOR WAIT TIME BY HOUR

21  
7 AM

20  
8 AM

22  
9 AM

23  
10 AM

20  
11 AM

21  
12 PM

20  
1 PM

17  
2 PM

16  
3 PM

11  
4 PM

6  
5 PM

|       |         |          |         |                  |           |       |
|-------|---------|----------|---------|------------------|-----------|-------|
| Intro | Purpose | Solution | Roadmap | Customer Service | Questions | Notes |
|-------|---------|----------|---------|------------------|-----------|-------|

## CUSTOMER SERVICE DASHBOARD NOTES

**MORE VISITS (Orange) | LESS VISITS (Green)**

**MONTH TO MONTH COMPARISON | AVERAGE VISITS PER MONTH**

*This sheet dashboard represents all Fresno Housing Central Office Lobby Check Ins by percentage. Total Visits are broken down by Date Check-in Month. The data is filtered on Action (All Reasons (group) and Date Check-in,Month(Date Check-In)).*

**VISITOR VOLUMES BY WEEKDAY | WHEN DO PEAKS OCCUR DURING A TWO WEEK PERIOD**

*This Sheet represents all Fresno Housing Central Office Lobby Check-IN Day for each hour broken down by 5 day and 4 day week. Color shows Total Visits. The data is filtered on Action (All Reasons (group)) and Action (MONTH(Date Check-IN)).*

**4 AND 5 DAY WEEK COMPARISON| AVERAGE VISITS IN TWO WEEK PERIOD**

*This sheet represents all the percentae ofl Total Visits for each Date Check-IN Weekday broken down by 5 and 4 day comaprison. Color shows Total Visits. The marks are labeled by % of Total Visits. The data is filtered on Action (All Reasons (group)) and Action (MONTH(Date Check-IN)).*

**VISITOR WAIT TIME BY HOUR | MINUTES WAITING DURING THE DAY**

*This Sheet represents the Average of Wait Time for each Check In Hour. Color shows average of Wait Time. The marks are labeled by average of Wait Time. The data is filtered on Action (All Reasons (group)) and Action (MONTH(Date Check-IN)).*

**VISIT DETAILS**

*This Sheet represents the Wait Time, Visits per Day and % of Visits broken down by All Reasons (group) and Reason . The data is filtered on Action (MONTH(Date Check-IN))*



---

# ***2018 Housing Choice Department – End of Year Utilization Report***

*Fresno Housing Authority  
Boards of Commissioners Meeting  
March 26, 2019*



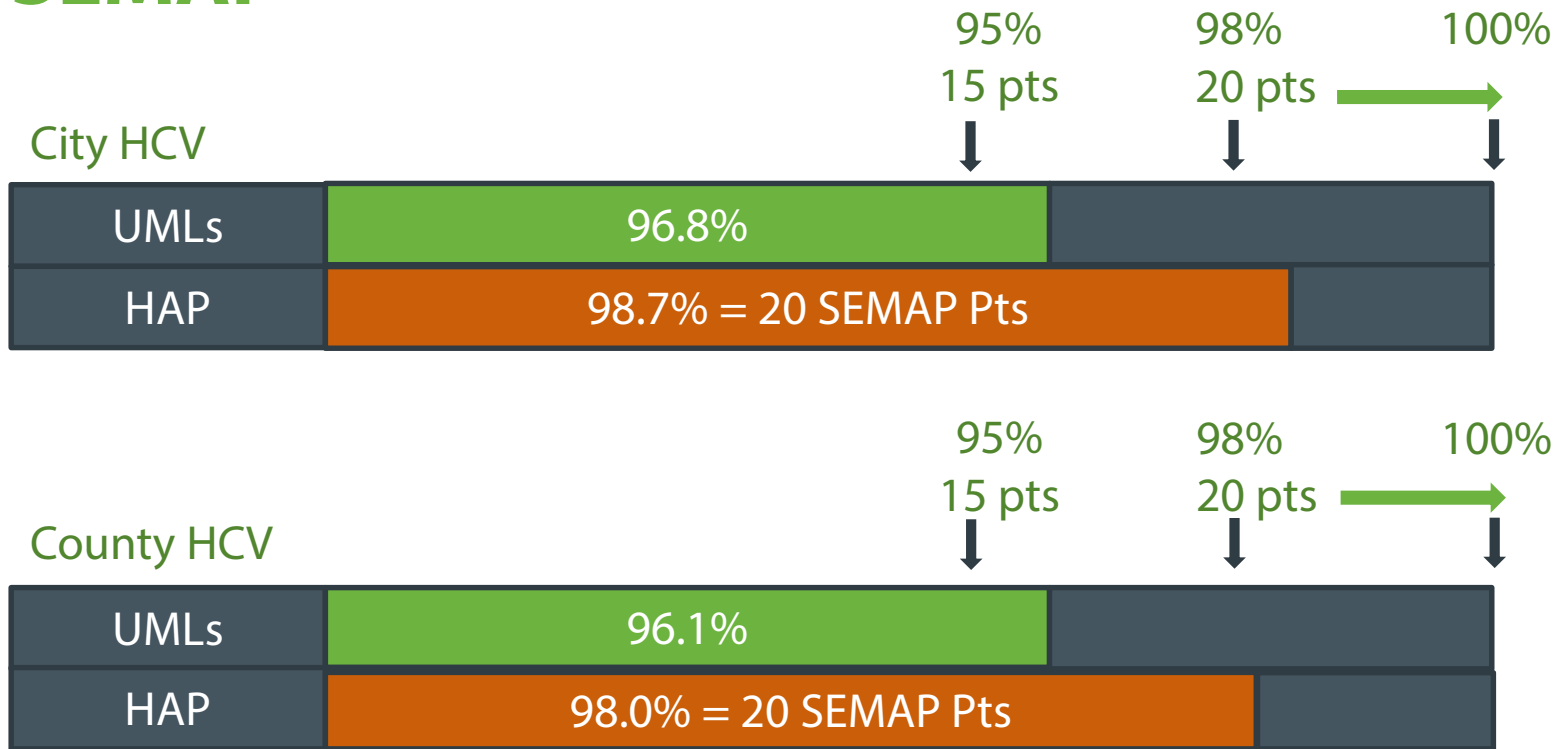
## Overview

- **HCV Lease-Up Performance Indicator**
- **2018 Housing Assistance Payments (HAP) Utilization**
- **2018 Voucher Utilization**
- **Leasing Strategies**

# HCV Lease-Up Performance Indicator

- In order to receive full points in the Section Eight Management Assessment Program (SEMAP) Lease-up Indicator, agencies must either:
  - Utilize at least 98% of available vouchers for the year
  - Expend at least 98% of available HAP Budget Authority (BA) for the year
- Additionally, agencies must either:
  - Maintain a lease-up rate of no less than 95% for cumulative unit months lease for the year or
  - Expend no less than 95% of HAP budget authority

# SEMAP



- Results: Both programs received full SEMAP points
- Criteria: If % of units leased OR % of HAP expended is 98% or more

# 2018 HAP Utilization

- Leasing activity/HAP expenses in the prior year serve as the base for HAP funding the following year.
- PHAs have two main funding sources to support voucher leasing throughout the year:
  - Annual HAP renewal Budget Authority; and
  - Available PHA-held and HUD-held reserves.

## 2018 HAP Utilization

| 2018 Totals                    | City                | County              |
|--------------------------------|---------------------|---------------------|
| 2018 Budget Authority          | \$44,603,157        | \$35,276,826        |
| 2018 Beg. Reserves             | \$4,793,223         | \$2,684,093         |
| 2018 Reserve Offset            | -\$385,888          | -\$192,104          |
| <b>Total Funding Available</b> | <b>\$49,010,492</b> | <b>\$37,768,815</b> |

- In order to fully fund all PHAs, HUD may implement an offset of HAP reserves, which reduces available funding
- In 2018, HUD offset about \$578 thousand of FHA's reserves
- In 2019, we also anticipate a HAP reserve offset



## 2018 HAP Utilization

| <b>2018 Totals</b>            | <b>City</b>        | <b>County</b>      |
|-------------------------------|--------------------|--------------------|
| Total Funding Available       | \$49,010,492       | \$37,768,815       |
| 2018 Other HAP Rev            | \$24,227           | \$22,112           |
| 2018 HAP Expenses             | -\$44,037,865      | -\$34,557,840      |
| <b>2018 Year-End Reserves</b> | <b>\$4,996,854</b> | <b>\$3,233,087</b> |

- As part of HUD's cash management procedures, PHAs may not actually receive all available funding
- Undisbursed funds remain with HUD as HUD-held reserves, and are available upon request.
- "Other HAP Revenue" includes Program Integrity

## 2018 HAP Utilization

| 2018 HAP Utilization          | City         | County       |
|-------------------------------|--------------|--------------|
| HAP Budget Authority          | \$44,603,157 | \$35,276,826 |
| HAP Expenses                  | \$44,037,865 | \$34,557,840 |
| <b>2018 Utilization Rates</b> | <b>98.7%</b> | <b>98.0%</b> |

- Regardless of the number of authorized units, the maximum amount the PHA can spend in a year is its available Budget Authority, plus any reserves
- 2018 expenses were within Budget Authority + Reserves and sufficient to receive full points in the lease-up indicator
- FHA anticipates using reserves to maintain sufficient leasing in 2019

# Voucher Utilization

- HUD establishes a baseline (maximum) number of vouchers for a Public Housing Agency (PHA)
- 1 Voucher = 1 family leased for 12 months in a year, or 12 Unit Months Available
- PHAs are limited to leasing the cumulative unit months available in a fiscal year
  - Baseline vouchers x 12 months
- Utilization rates are calculated by dividing Actual Unit Months Leased by Total Unit Months Available

## 2018 Voucher Utilization

| 2018 Voucher Utilization | City  | County |
|--------------------------|-------|--------|
| 2018 Utilization Rates   | 96.8% | 96.1%  |

- Competitive rental market
  - Low rental vacancy rates
  - Shortage of affordable housing
  - Waiting Lists for open-market units

# Leasing Strategies

- Analyzing payment standards
- Pre-Inspections & Landlord retention efforts
- Leasing trend analysis
  - Increased search times/voucher issuances to 90 days
  - Automatic 2<sup>nd</sup> screening appointments
  - 2019 Policy change– 1BR voucher issuances
- HUD Landlord Listening Sessions
- Pilot Mobility Team

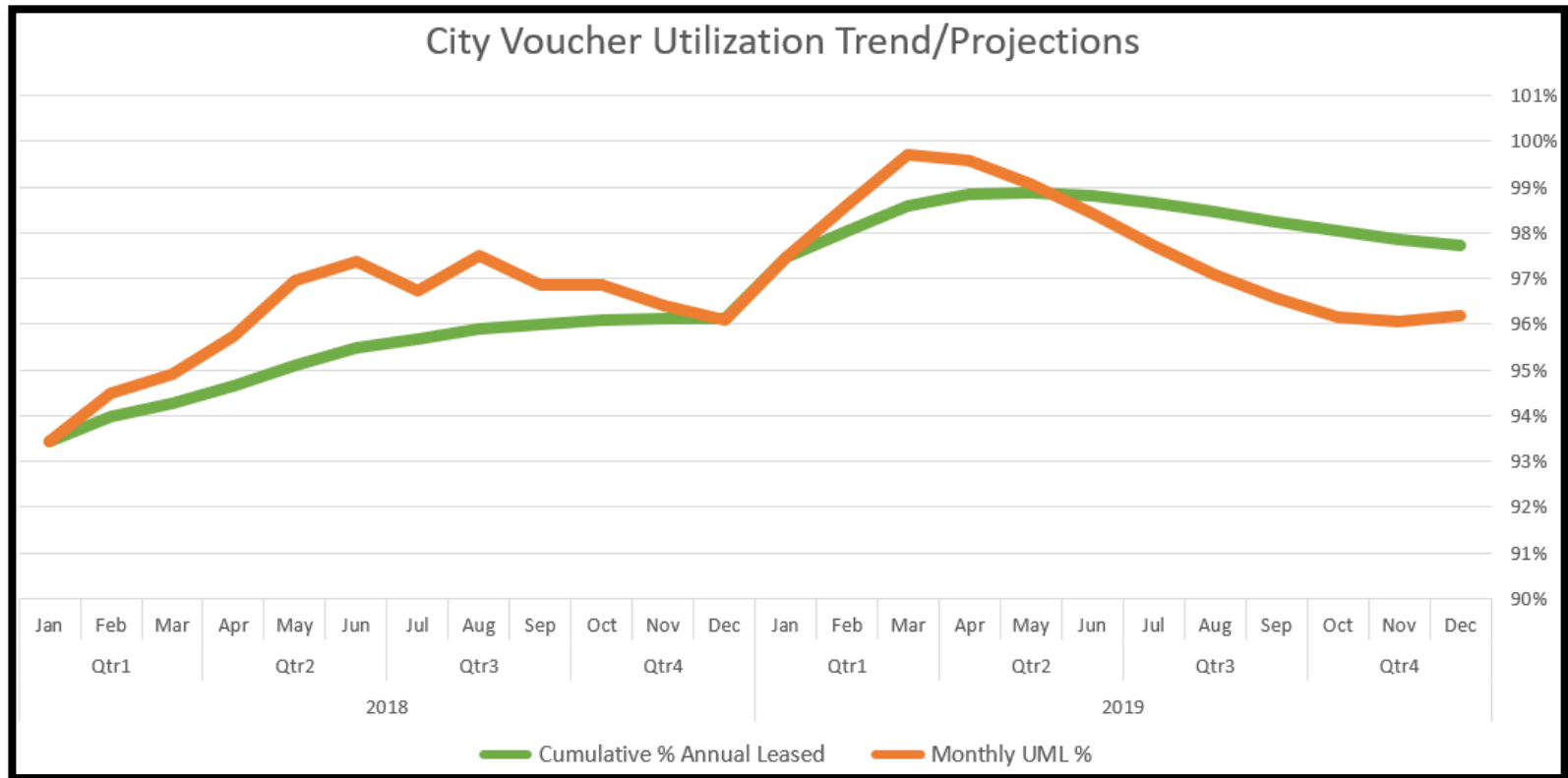
## Leasing Strategies – Payment Standards

| <b>Voucher<br/>BR Size</b> | <b>Eff.<br/>7/1/16</b> | <b>Eff.<br/>10/1/17</b> | <b>2016 to 2017<br/>% Increase</b> | <b>Eff.<br/>11/1/18</b> | <b>2017 to 2018<br/>% Increase</b> |
|----------------------------|------------------------|-------------------------|------------------------------------|-------------------------|------------------------------------|
| 0                          | \$637                  | \$750                   | 18%                                | \$767 *                 | 2%                                 |
| 1                          | \$691                  | \$750                   | 9%                                 | \$810                   | 8%                                 |
| 2                          | \$837                  | \$910                   | 9%                                 | \$1,006                 | 11%                                |
| 3                          | \$1,187                | \$1,272                 | 7%                                 | \$1,400                 | 10%                                |
| 4                          | \$1,374                | \$1,487                 | 8%                                 | \$1,519                 | 2%                                 |

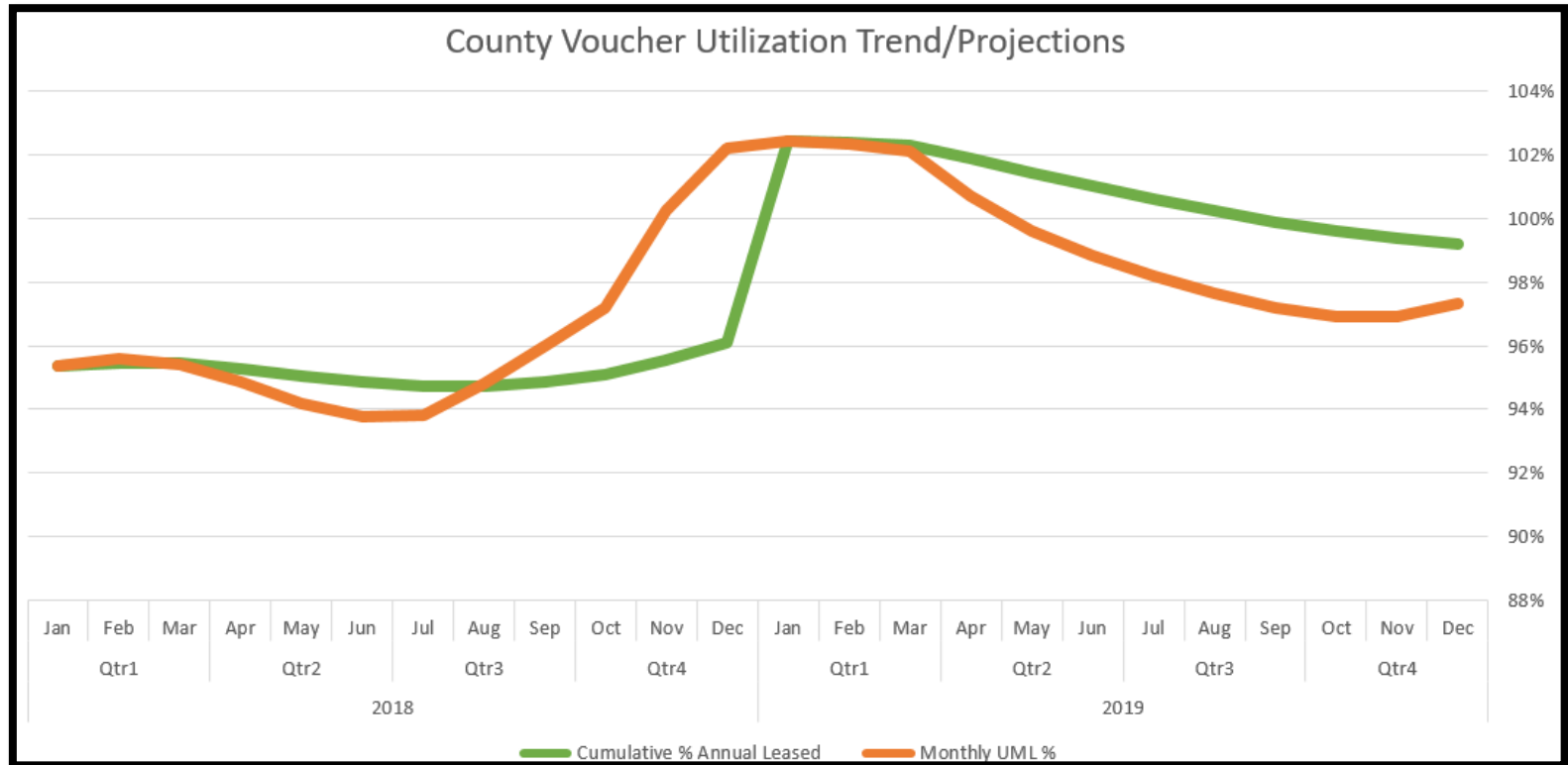
\* 0 BR vouchers payment standard decreased to \$735 as of 1/1/19

- Payment Standards should allow families a reasonable selection of modest, decent, safe, and sanitary housing in a range of neighborhoods in the PHA's jurisdiction.
- Payment Standards are currently set between 95% and 110% of FMRs.
- Payment Standards have increased significantly in the past few years to keep pace with a tight rental market.

# Leasing Strategies



# Leasing Strategies





| Agency: City Housing Choice Voucher Program |             |             |             |             |             |             |             |             |             |             |             |             |              |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Year: 2018                                  |             |             |             |             |             |             |             |             |             |             |             |             |              |
|   | JAN         | FEB         | MARCH       | APRIL       | MAY         | JUNE        | JULY        | AUG         | SEPT        | OCT         | NOV         | DEC         | TOTAL        |
| <b>HAP</b>                                  |             |             |             |             |             |             |             |             |             |             |             |             |              |
| HAP Budget Authority (BA)                   | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$3,716,930 | \$44,603,157 |
| HAP Expenses                                | \$3,468,895 | \$3,511,680 | \$3,550,856 | \$3,598,471 | \$3,672,421 | \$3,709,324 | \$3,733,370 | \$3,725,258 | \$3,726,872 | \$3,750,909 | \$3,775,824 | \$3,813,985 | \$44,037,865 |
| HAP Utilization (of BA)                     | 93.3%       | 94.5%       | 95.5%       | 96.8%       | 98.8%       | 99.8%       | 100.4%      | 100.2%      | 100.3%      | 100.9%      | 101.6%      | 102.6%      | 98.7%        |
| HAP PUC                                     | \$519       | \$519       | \$523       | \$525       | \$529       | \$532       | \$539       | \$534       | \$537       | \$541       | \$547       | \$554       | \$533        |
| <b>UNITS - Regular Vouchers</b>             |             |             |             |             |             |             |             |             |             |             |             |             |              |
| HUD Baseline Units                          | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 6785        | 81,420       |
| Actual Leased                               | 6374        | 6452        | 6487        | 6554        | 6637        | 6666        | 6620        | 6667        | 6618        | 6615        | 6582        | 6565        | 78,837       |
| Monthly Variance to baseline                | -411        | -333        | -298        | -231        | -148        | -119        | -165        | -118        | -167        | -170        | -203        | -220        | -2583        |
| YTD Variance to baseline                    | -411        | -744        | -1042       | -1273       | -1421       | -1540       | -1705       | -1823       | -1990       | -2160       | -2363       | -2583       | -2583        |
| Monthly Voucher Utilization                 | 93.9%       | 95.1%       | 95.6%       | 96.6%       | 97.8%       | 98.2%       | 97.6%       | 98.3%       | 97.5%       | 97.5%       | 97.0%       | 96.8%       | 96.8%        |
| <b>UNITS - VASH Vouchers</b>                |             |             |             |             |             |             |             |             |             |             |             |             |              |
| HUD Baseline Units                          | 371         | 371         | 371         | 371         | 371         | 374         | 374         | 374         | 374         | 374         | 374         | 374         | 4,473        |
| Actual Leased                               | 312         | 310         | 305         | 298         | 301         | 305         | 305         | 312         | 317         | 320         | 320         | 315         | 3,720        |
| Variance to baseline                        | -59         | -61         | -66         | -73         | -70         | -69         | -69         | -62         | -57         | -54         | -54         | -59         | -753         |
| YTD Variance to baseline                    | -59         | -120        | -186        | -259        | -329        | -398        | -467        | -529        | -586        | -640        | -694        | -753        | -753         |
| Monthly Utilization                         | 84.10%      | 83.56%      | 82.21%      | 80.32%      | 81.13%      | 81.55%      | 81.55%      | 83.42%      | 84.76%      | 85.56%      | 85.56%      | 84.22%      | 83.16%       |

| Agency: County Housing Choice Voucher Program |             |             |             |             |             |             |             |             |             |             |             |             |              |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Year: 2018                                    |             |             |             |             |             |             |             |             |             |             |             |             |              |
|   | JAN         | FEB         | MARCH       | APRIL       | MAY         | JUNE        | JULY        | AUG         | SEPT        | OCT         | NOV         | DEC         | TOTAL        |
| <b>HAP</b>                                    |             |             |             |             |             |             |             |             |             |             |             |             |              |
| HAP Budget Authority (BA)                     | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$2,939,736 | \$35,276,826 |
| HAP Expenses                                  | \$2,784,179 | \$2,793,579 | \$2,784,622 | \$2,776,898 | \$2,788,666 | \$2,855,905 | \$2,947,355 | \$2,888,659 | \$2,790,877 | \$2,892,177 | \$3,094,564 | \$3,160,359 | \$34,557,840 |
| HAP Utilization (of BA)                       | 94.7%       | 95.0%       | 94.7%       | 94.5%       | 94.9%       | 97.1%       | 100.3%      | 98.3%       | 94.9%       | 98.4%       | 105.3%      | 107.5%      | 98.0%        |
| HAP PUC                                       | \$517       | \$517       | \$516       | \$518       | \$524       | \$539       | \$556       | \$539       | \$514       | \$527       | \$546       | \$547       | \$530        |
| <b>UNITS - Regular Vouchers</b>               |             |             |             |             |             |             |             |             |             |             |             |             |              |
| HUD Baseline Units                            | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 5652        | 67,824       |
| Actual Leased                                 | 5389        | 5402        | 5392        | 5361        | 5323        | 5300        | 5303        | 5359        | 5427        | 5493        | 5668        | 5776        | 65,193       |
| Monthly Variance to baseline                  | -263        | -250        | -260        | -291        | -329        | -352        | -349        | -293        | -225        | -159        | 16          | 124         | -2631        |
| YTD Variance to baseline                      | -263        | -513        | -773        | -1064       | -1393       | -1745       | -2094       | -2387       | -2612       | -2771       | -2755       | -2631       | -2631        |
| Monthly Voucher Utilization                   | 95.3%       | 95.6%       | 95.4%       | 94.9%       | 94.2%       | 93.8%       | 93.8%       | 94.8%       | 96.0%       | 97.2%       | 100.3%      | 102.2%      | 96.1%        |



# ***Real Estate Development Update***

*Boards of Commissioners Meeting  
March 26, 2019*

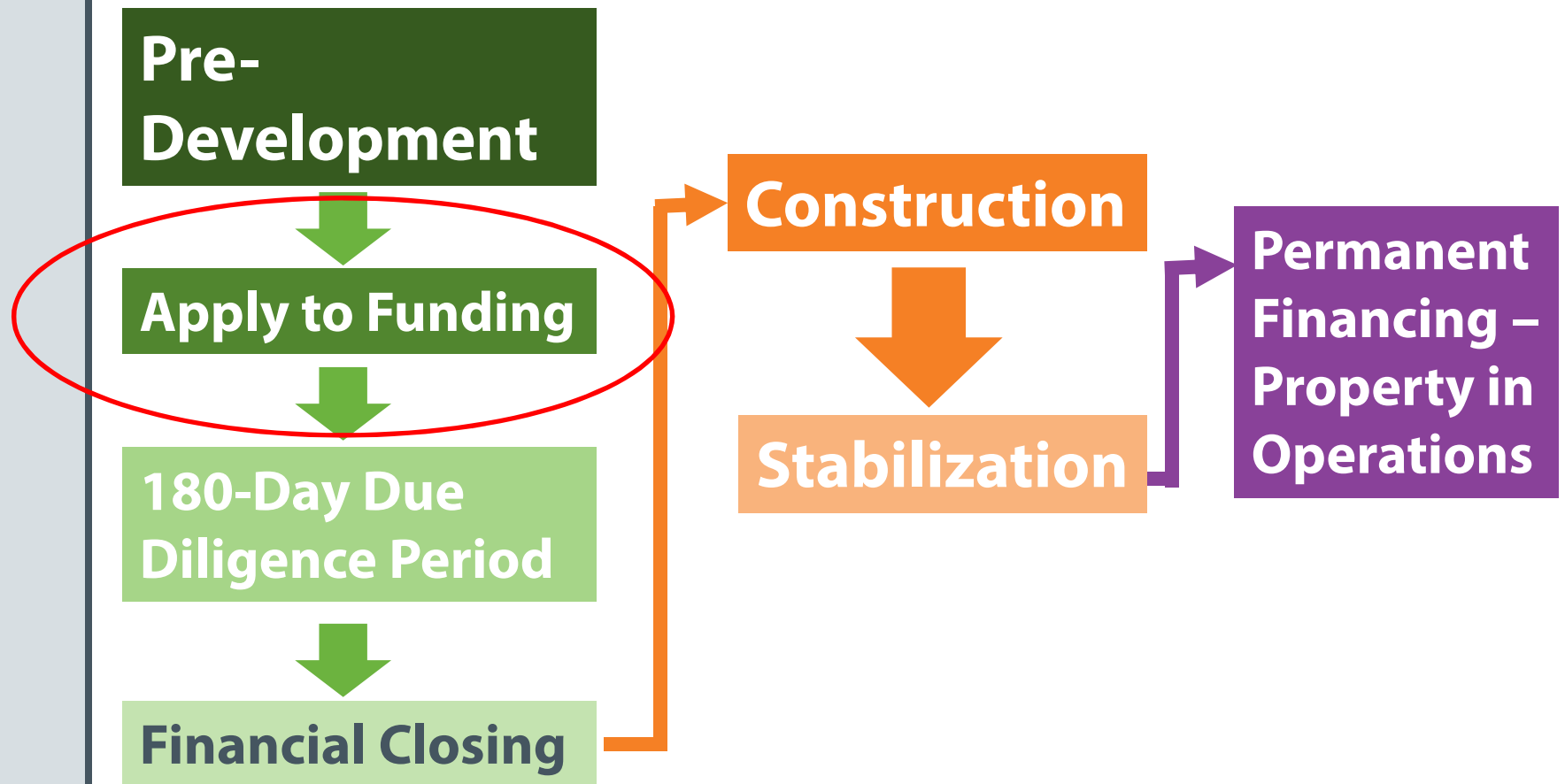


---

## Presentation Overview

- Recent Pipeline Activity
  - Funding Applications
  - Mariposa Meadows - Closing
  - Orchard Apartments - Closing

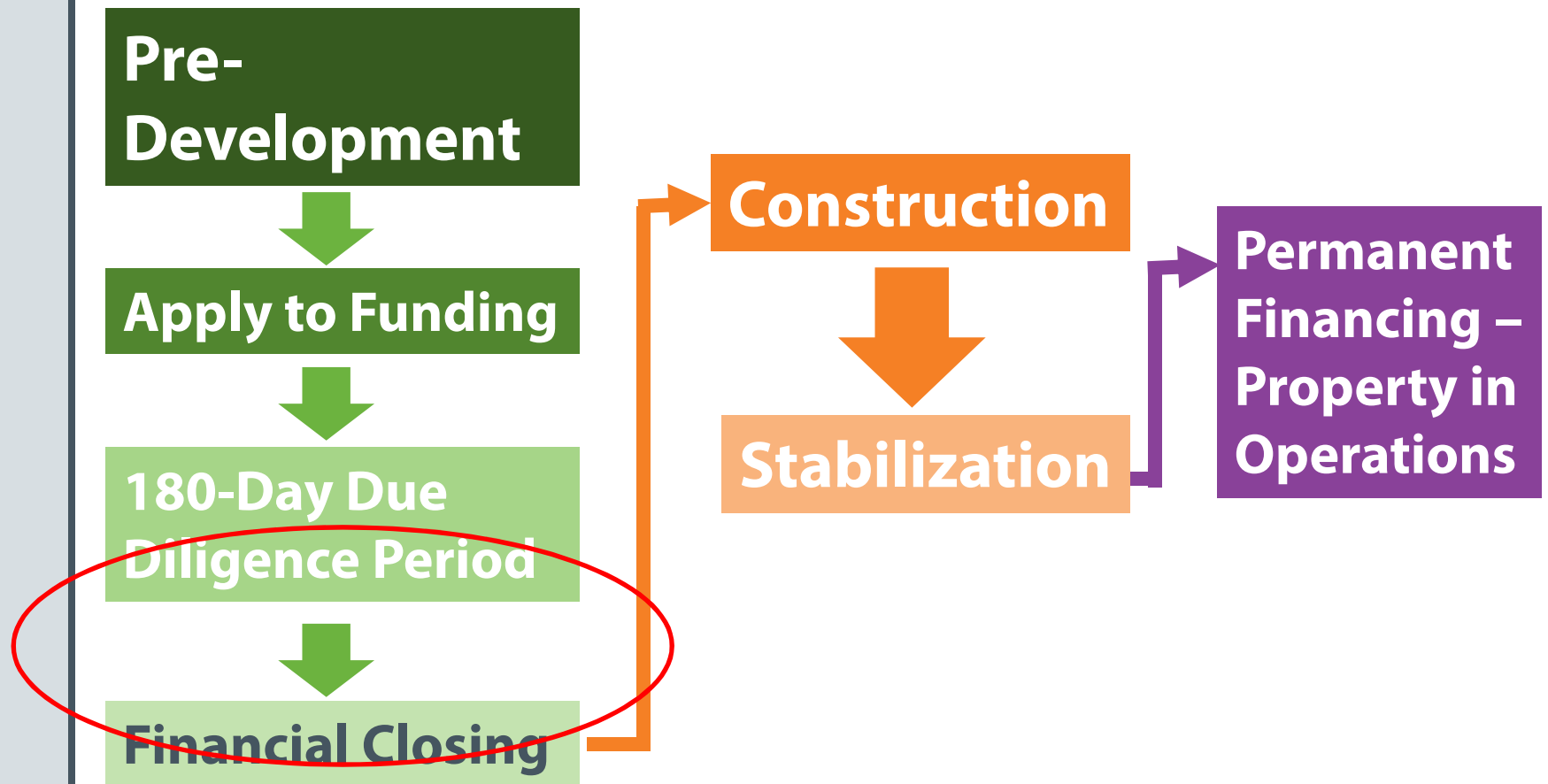
# Development Life Cycle



# 2019 Funding Application Submissions

| Project                         | NPLH                                      | HOME                                       | LIHTC                                     | AHP                                     |
|---------------------------------|---|--|---|---|
| <b>Renaissance at Cincotta</b>  | <b>\$3,616,464</b><br>*pending June award |  | <b>\$2,878,966</b><br>*pending June award | <b>\$270,000</b><br>*pending June award |
| <b>Willow &amp; Alluvial</b>    |   |  | <b>\$2,313,666</b><br>*pending June award |   |
| <b>Kingsburg</b>                |   | <b>\$1,000,000</b><br>*awarded             | <b>\$5,454,478</b><br>*pending June award | <b>\$615,000</b><br>*pending June award |
| <b>Econo Inn</b>                | <b>\$3,303,884</b><br>*pending June award |  |   | <b>\$250,000</b><br>*pending June award |
| <b>Blackstone &amp; Barstow</b> | <b>\$5,939,959</b><br>*pending June award |  |   |   |
| <b>Chinatown</b>                |   | <b>\$1,270,000</b><br>*pending Sept. award |   |   |

# Development Life Cycle



---

## Spring 2019 Tax Credit Closings

- Mariposa Meadows (Fresno)
  - Anticipated closing in late April 2019
- Orchard Apartments (Parlier)
  - Anticipated closing in late April 2019
- Staff anticipates returning to the Board for approvals at the April Board Meeting





## ***Consideration of Board Action Items***

*Boards of Commissioners Meeting  
March 26, 2019*



---

## Action Items for Consideration

- Item 7a: Highway City Funding
- Item 7b: Chinatown Sub-Agreement
- Item 7c: Kingsburg Seniors GC/CM
- Item 7d: Willow & Alluvial GC/CM
- Item 7e: Huron Family GC/CM

## 7a: Highway City (Fresno)

- Redevelopment of public housing site in the area west of Highway 99
  - Central Community Church, Highway City Community Development (HCCD) and Fresno Housing
  - Area of high need with a density of FH residents and very limited services
- Vision for development includes multiple components
  - Community Center owned and operated by HCCD
  - The housing project will include the new construction of 44 units located on vacant land at 4658 N. Polk Ave.

## Highway City Community Center (Fresno)

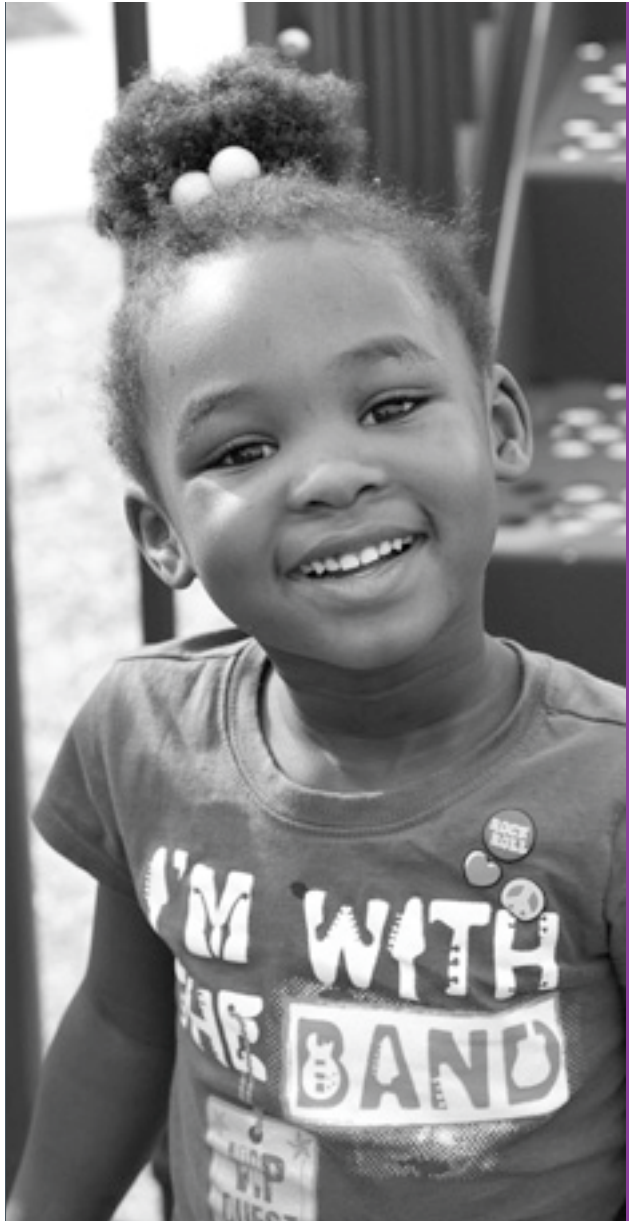
- The project is currently under construction and at 88% completion. The project could be complete as early as May 2019
- FHA committed \$250,000 toward the project in May 2016
- The final budget for the community center was determined to be \$1,369,000, leaving a financing gap of \$161,000.
- Staff requests \$200,000 to account for any contingencies
- Better Opportunities Builder, Inc. contributed \$50,000 at their March 2019 Board Meeting
- *Staff recommends the Boards authorize HRFC to approve the \$150,000 of the Final Draw for the Highway City Community Center*



---

## Total Households Served in Highway City Area

|              | Families | Children |
|--------------|----------|----------|
| <b>Total</b> | 13,838   | 6,972    |



---

## FHA Residents Served in Highway City Area

|                         | Families   | Children     |
|-------------------------|------------|--------------|
| LIPH (Marcelli Terrace) | 24         | 48           |
| HCV                     | 478        | 1071         |
| <b>Total</b>            | <b>502</b> | <b>1,119</b> |





**Highway City  
Construction Progress**





## Highway City Construction Progress



# Chinatown Site Aerial (Fresno)





# Chinatown Rendering (Fresno)



---

## 7b Chinatown Housing Development (Fresno)

- Concept project is proposed on .60 acres of vacant land in Chinatown Fresno; 4-story mixed-use affordable housing development with 57 units of housing (studios to 3Bd.'s); first floor retail and parking
- Property was acquired in Jan 2018
- GGLO Architects completed preliminary architectural drawings that were submitted to the City of Fresno for site plan approval in September 2017.
- Awarded TCC Funding Jan 2018 – Pending Grant/loan agreement
- Awarded IIG Funding June 2018 – \$1.16 million

---

## Chinatown Housing Development (Fresno)

- Regularly met with the Chinatown Fresno Foundation throughout 2018 to discuss the design of the project
- City of Fresno letter committing to permanently cease all burning activity associated with the Fire Department training facility no sooner than March 15, 2020 – Received (February 21, 2019)
- Fresno City Council approved signing of Master Grant Agreement for TCC funding – (February 28, 2019)
- Attended TCC Quarterly Meetings and TCC partner meetings (Dec 2018 & Feb 2019)
- Applied for City of Fresno HOME funds Feb 2019 – Pending (Sept 2019)

## Next Steps

- Board Approval to negotiate and execute the TCC sub-agreement with the City of Fresno
- Take agreement to City Council for approval
- Continue design conversations with the community around artwork and design exterior
- GGLO Architects to launch on full architectural drawings to submit for building permits
- 4% CTCAC Application (Nov 2019)
- 4% CTCAC Award Date (Jan 2020)
- Target Closing/Construction Start (May 2020)

# Sources and Uses

| Pro Forma Sources and Uses                          |                     |
|---|---------------------|
| <b>Uses of Funds</b>                                |                     |
| Construction Costs                                  | \$19,644,703        |
| Acquisition   | \$225,000           |
| Hard Cost Contingency                               | \$1,118,735         |
| Professional Fees                                   | \$2,097,870         |
| Loan Fees and other Soft Costs                      | \$3,997,965         |
| Reserves  | \$385,043           |
| Developer Fee                                       | \$3,471,560         |
| <b>Total Uses of Funds</b>                          | <b>\$30,940,876</b> |
| <b>Sources of Funds</b>                             |                     |
| Tax Credit Equity                                   | \$10,860,510        |
| Conventional Perm Loan                              | \$1,530,000         |
| IIG Grant   | \$1,160,000         |
| CalHFA Subordinate Loan                             | \$1,120,000         |
| GP Capital Contributions (Solar Grant & EPRI Funds) | \$850,875           |
| Sustainable Transportation Infrastructure           | \$977,902           |
| TCC Affordable Housing Loan                         | \$8,007,319         |
| TCC Infrastructure Grant                            | \$2,800,000         |
| Fresno Housing Contribution                         | \$2,111,147         |
| Accrued/Deferred Interest                           | \$253,123           |
| HOME Funds (Pending Award)                          | \$1,270,000         |
| <b>Total Sources of Funds</b>                       | <b>\$30,940,876</b> |

## 7c Kingsburg Seniors

- County of Fresno \$1M HOME award Feb 2019
- Low-Income Housing Tax Credit (LIHTC) application for Kingsburg Seniors on March 4, 2019
- Tax Credit awards will be announced June 12, 2019
- Start of construction will be approx. 180 days from LIHTC award
- Staff needs to finalize construction scope of work, designs, budgets
- GC/CM partner selection is a key member of our projects
- *Staff recommends the GC/CM Contract to Johnston Contracting, Inc.*

## Kingsburg GC/CM Scoring

| Name of Proposer           | Average Ranking | Firm Location                     |
|----------------------------|-----------------|-----------------------------------|
| Johnston Contracting, Inc. | 304.73          | Clovis, CA                        |
| ProWest Constructors       | 300.84          | Wildomar, CA<br>Santa Barbara, CA |
| Brown Construction, Inc.   | 287.41          | Sacramento, CA                    |





## Kingsburg Seniors Aerial (Kingsburg)



# Kingsburg Seniors Site Plan



[illegible]

### *Action Item 7.c.*

- *Consideration of award of the Contract for General Construction/Construction Management Services*

## 7d Willow & Alluvial (Clovis)

- Staff submitted a Low-Income Housing Tax Credit (LIHTC) application for Willow & Alluvial on March 4, 2019
- Tax Credit awards will be announced June 12, 2019
- Start of construction will be approx. 180 days from LIHTC award
- Staff needs to finalize construction scope of work, designs, budgets
- GC/CM partner selection is a key member of our projects
- *Staff recommends the GC/CM Contract to Brown Construction*

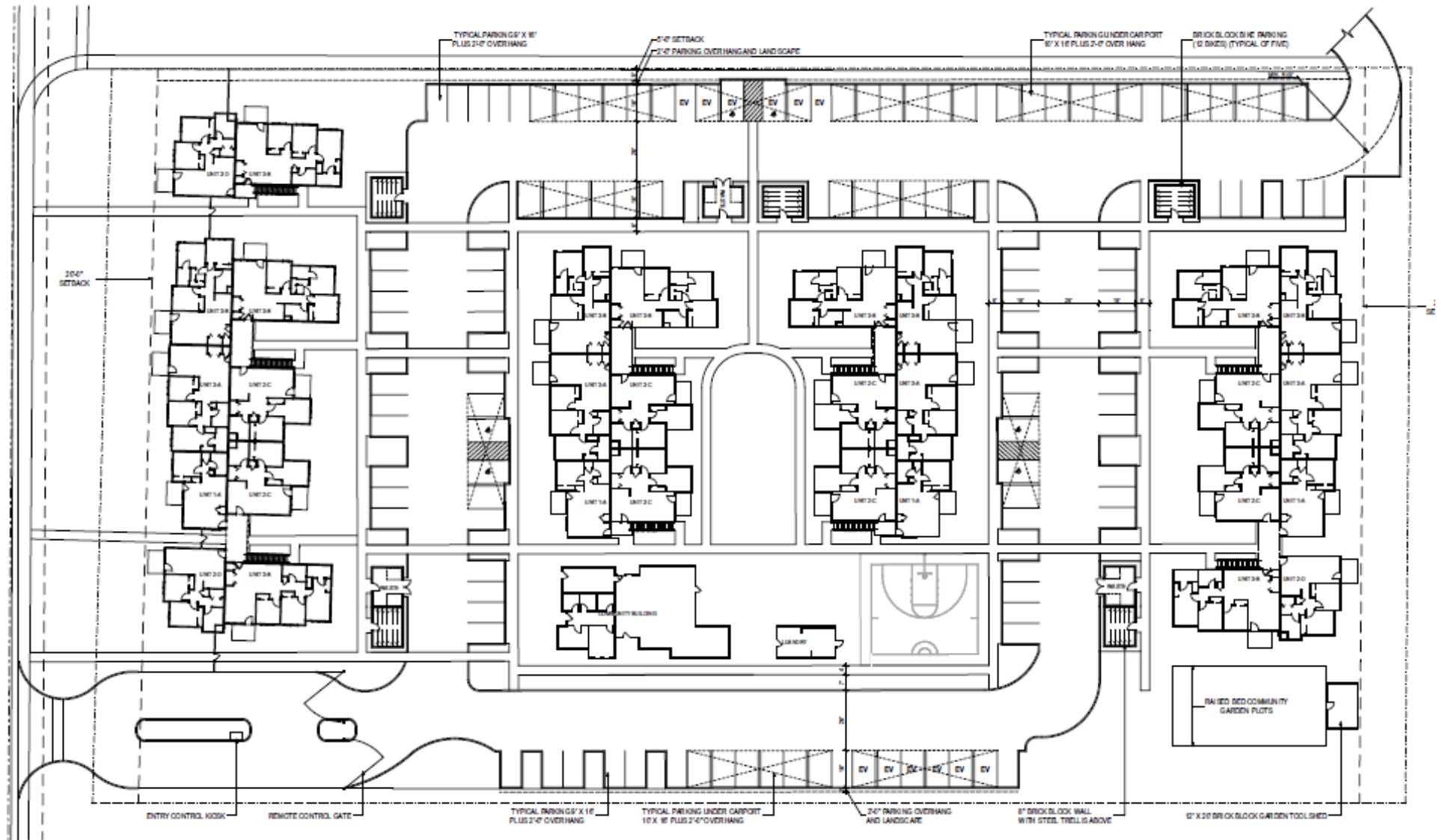
## Willow & Alluvial GC/CM Scoring

| Name of Proposer                | Average Ranking | Firm Location                     |
|---------------------------------|-----------------|-----------------------------------|
| Johnston Contracting, Inc.      | 299.53          | Clovis, CA                        |
| ProWest Constructors            | 296.35          | Wildomar, CA<br>Santa Barbara, CA |
| <b>Brown Construction, Inc.</b> | <b>283.14</b>   | <b>Sacramento, CA</b>             |





## Willow & Alluvial Aerial (Clovis)



# Willow & Alluvial Site Plan (Clovis)





## Willow & Alluvial Elevations (Clovis) - Draft

*Action Item 7.d.*

- *Consideration of award of the Contract for General Construction/Construction Management Services*

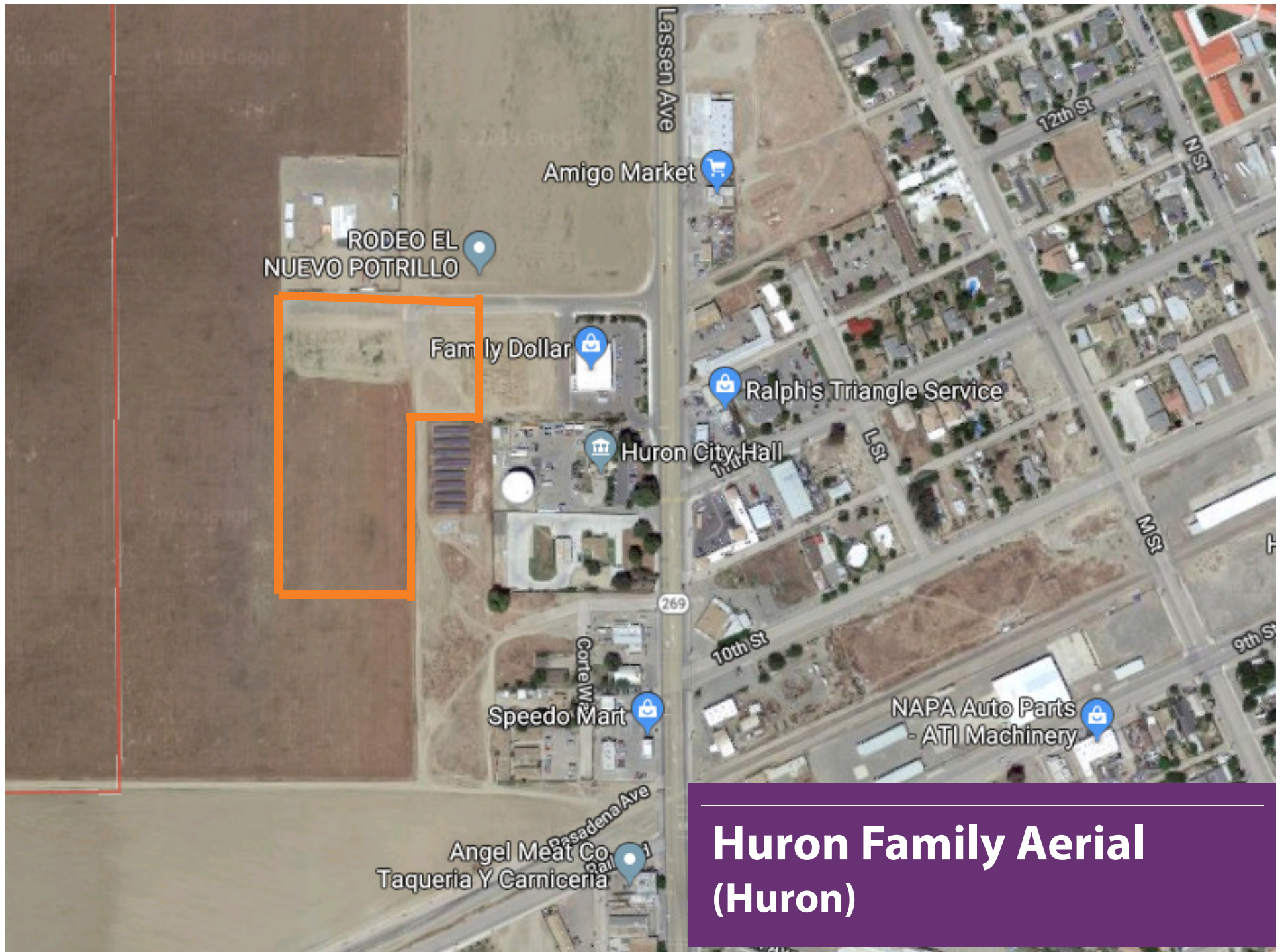
---

## 7e Huron Family (Huron)

- Staff plans to submit a future Low-Income Housing Tax Credit (LIHTC) application for the Huron Family development
- Staff needs to finalize construction scope of work, designs, budgets
- GC/CM partner selection is a key member of our projects
- *Staff recommends the GC/CM Contract to ProWest Constructors*

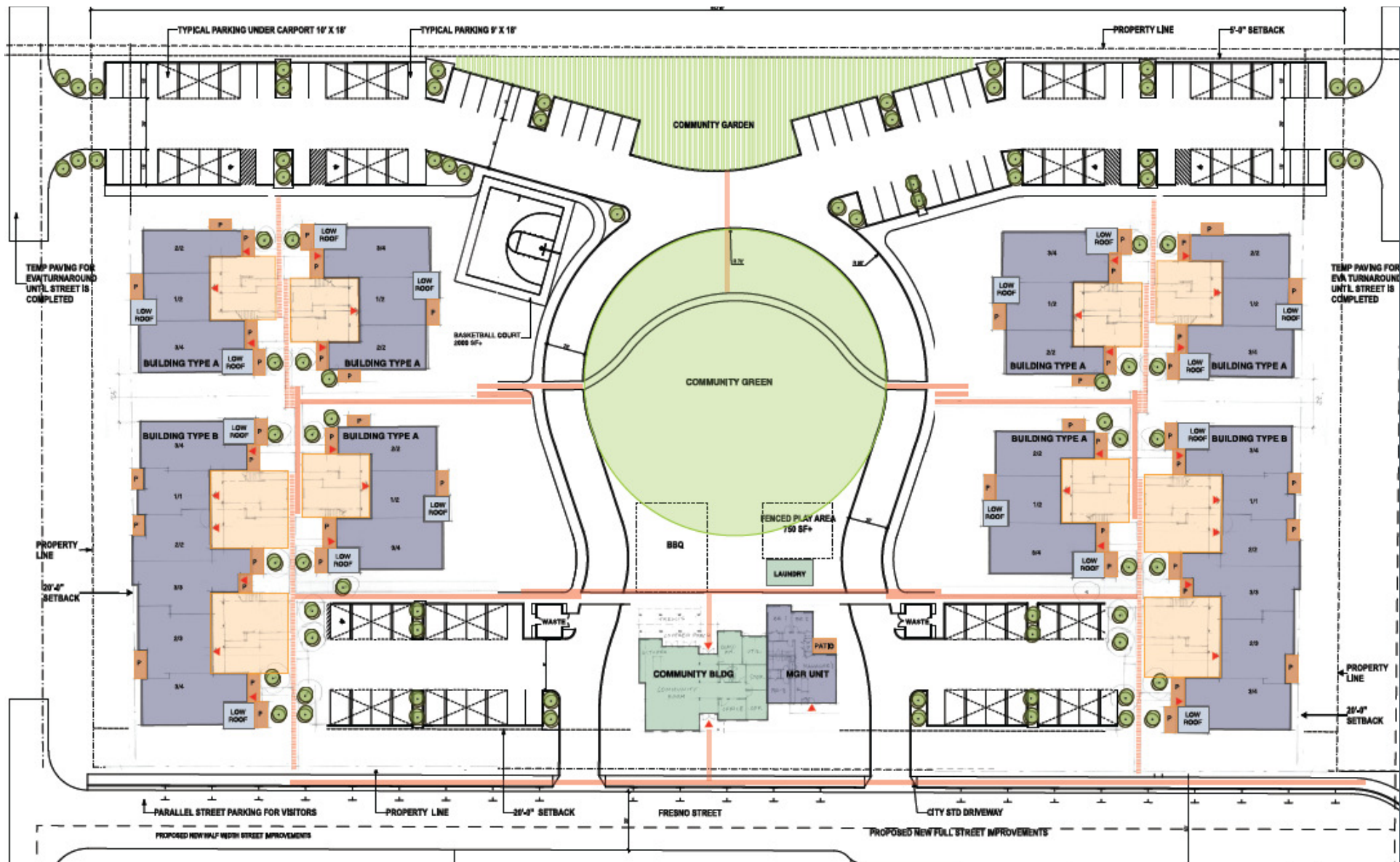
## Huron GC/CM Scoring

| Name of Proposer            | Average Ranking | Firm Location                                   |
|-----------------------------|-----------------|---|
| Johnston Contracting, Inc.  | 299.79          | Clovis, CA                                      |
| <b>ProWest Constructors</b> | <b>297.48</b>   | <b>Wildomar, CA</b><br><b>Santa Barbara, CA</b> |
| Brown Construction, Inc.    | 284.18          | Sacramento, CA                                  |



## Huron Family Aerial (Huron)





# Huron Family Site Plan - Draft

*Action Item 7.e.*

- *Consideration of award of the Contract for General Construction/Construction Management Services*



# ***Consideration of Permanent Financing for San Ramon Court***

*Fresno Housing Authority  
Boards of Commissioners Meeting  
March 26, 2019*



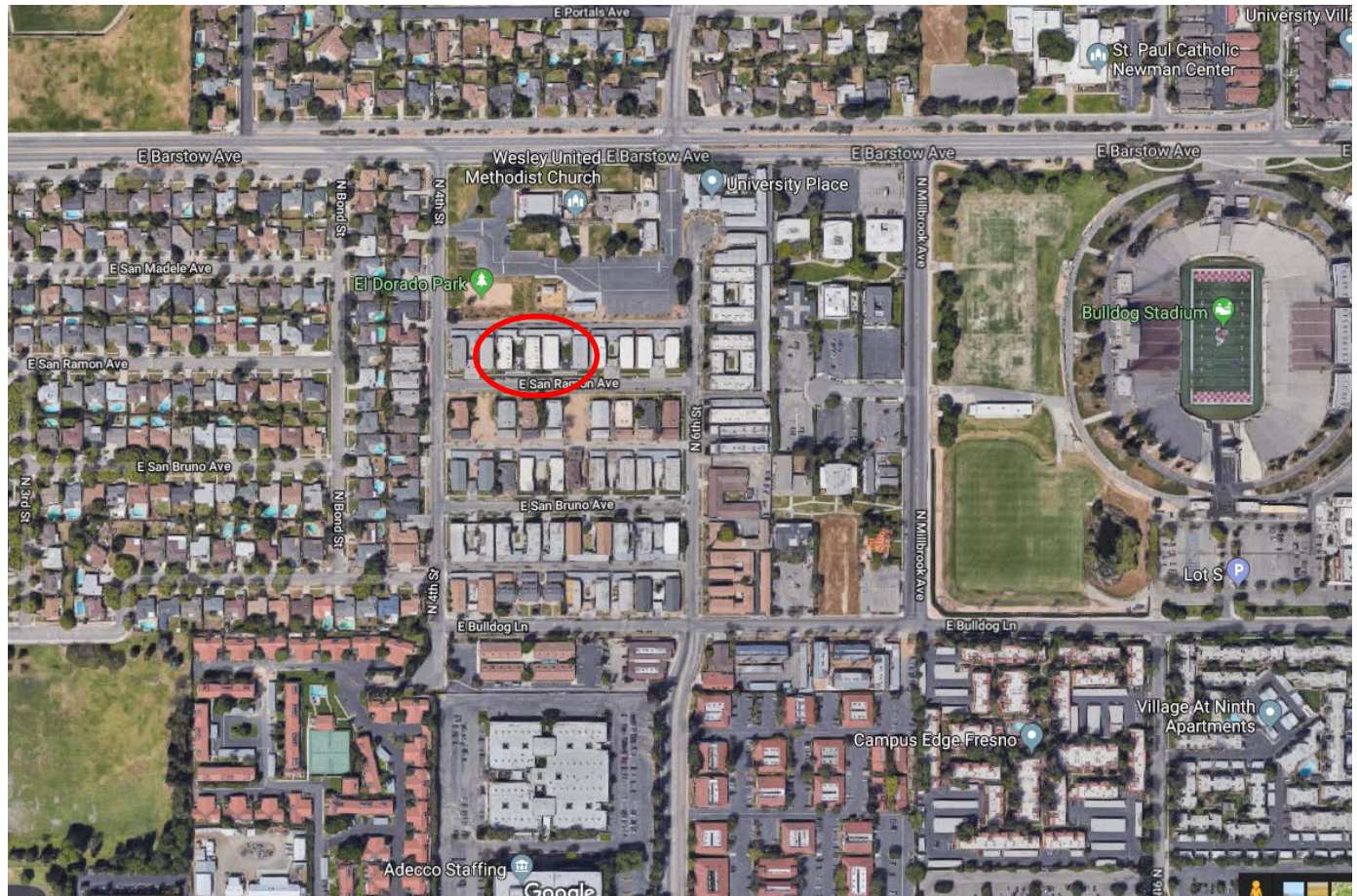
# San Ramon Court Apartments

- Located in the El Dorado Park neighborhood in Fresno, CA
- 32 units of multi-family housing
- Acquisition and rehabilitation project
- Financing:
  - \$3.2 million of NSP funds from City of Fresno
  - \$1.2 million of HRFC funds from Fresno Housing
- Construction completion in February 2014

# San Ramon Court Apartments



# San Ramon Court Apartments






# San Ramon Court Apartments

- Staff is proposing to pay down the remaining HRFC loan with a permanent loan from CVCB
- Terms
  - Loan Amount: \$1,025,000
  - Interest Rate: 5.25% Fixed
  - Term: 10 years, 30 Year Amortization
  - Monthly Payments: \$5,714 to be paid out of property cash flow

# San Ramon Court Apartments

## Potential Cash Inflows

### *Potential Inflows*

|                                    |             |   |
|------------------------------------|-------------|---|
| <i>San Ramon Loan Proceeds</i>     | <i>1.00</i> |  |
| <i>County RAD Loan Proceeds</i>    | <i>1.50</i> |   |
| <i>Constuction Loan Repayments</i> | <i>0.50</i> |   |
| <i>2018 Waterfall Payments</i>     | <i>1.00</i> |   |
| <b>Total</b>                       | <b>4.00</b> |   |

- Staff conservatively estimates that HRFC will receive an estimated \$4.0 million in additional cash during 2019
- Total amounts shown may change based on final applications and calculations

## Recommendation

- Staff is recommending the Boards adopt the resolution approving the permanent loan financing from Central Valley Community Bank for the benefit of San Ramon Court Apartments



# ***Financial Operating Results as of December 31, 2018***

*Fresno Housing Authority  
Board of Commissioners Meeting  
March 26, 2019*



# Overview

- Overall Operating Budget Performance
- Variance Analysis by Division
- Housing Assistance Payments (HAP)
- 2019 Budget Update



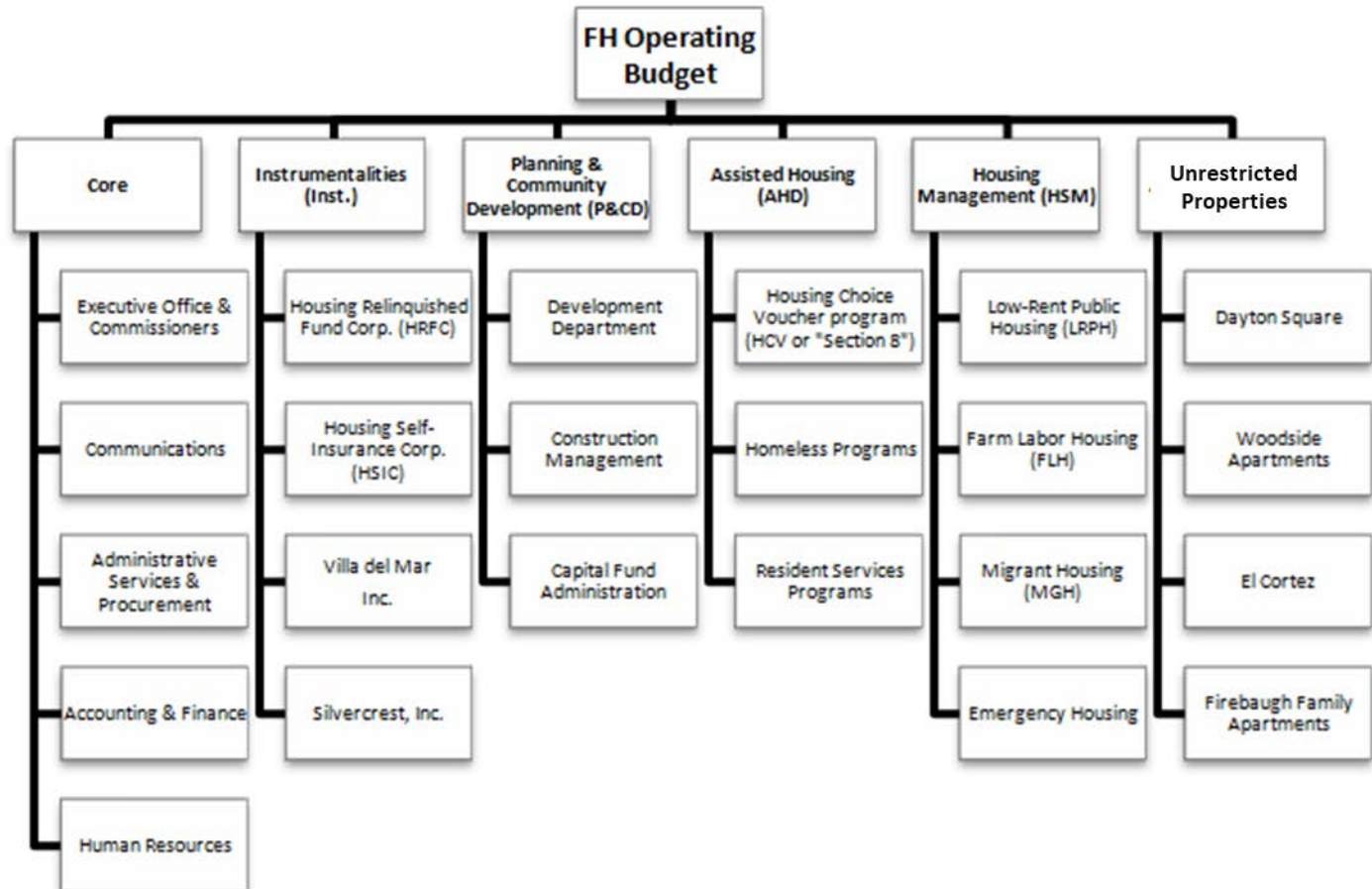
# 2018 Financial Results

| AGENCY OPERATING BUDGET      | 2018 Budget | 2018 Results | \$ Variance | % Variance |
|------------------------------|-------------|--------------|-------------|------------|
| TOTAL INCOME                 | 41,402,540  | 46,717,443   | 5,314,903   | 13%        |
| TOTAL EXPENSES               | 37,974,220  | 38,835,289   | 861,069     | 2%         |
| NET OPERATING INCOME         | 3,428,320   | 7,882,154    | 4,453,834   | 130%       |
| TOTAL NON-OPERATING EXPENSES | 1,957,088   | 2,224,543    | 267,455     | 14%        |
| NET CASHFLOW                 | 1,471,232   | 5,657,611    | 4,186,379   | 285%       |
| UNRESTRICTED CASH FLOW       | (441,488)   | 1,545,106    | 1,986,594   | 450%       |

*\* Unrestricted Funds consist of the Net Operating Income/(Deficit) from Core, Assisted Housing, Planning & Development, and Unrestricted Properties.*

- Overall, the Agency performed better than budgeted in 2018
  - Non-recurring income to Instrumentalities
  - Additional Developer Fees to P&CD
  - Higher Admin Fee proration in HCV

# Operating Budget Structure



# Core

| Core                           | 2018<br>Budget | 2018<br>Results | Variance from<br>2018 Budget |
|--------------------------------|----------------|-----------------|------------------------------|
| Total Income                   | 9.26           | 9.06            | (0.20)                       |
| Total Expenses                 | 11.23          | 11.10           | (0.14)                       |
| <b>Net Income</b>              | <b>(1.98)</b>  | <b>(2.04)</b>   | <b>(0.06)</b>                |
|                                |                |                 |                              |
| <b>Unrestricted Net Income</b> | <b>(1.98)</b>  | <b>(2.04)</b>   | <b>(0.06)</b>                |

- Performed similarly to budget
- Income lower due to:
  - Delayed reimbursements for specialized maintenance team
  - Reduced staff development and ITS expenses
- Expenses were lower due to:
  - Small salary savings from vacancies
  - Reduced staff development and ITS expenses

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Instrumentalities

| <b>Instrumentalities</b>       | <b>2018<br/>Budget</b> | <b>2018<br/>Results</b> | <i>Variance from<br/>2018 Budget</i> |
|--------------------------------|------------------------|-------------------------|--------------------------------------|
| Income                         | 1.34                   | 4.10                    | 2.75                                 |
| Expenses                       | 0.27                   | 0.36                    | 0.09                                 |
| <b>Net Income</b>              | <b>1.07</b>            | <b>3.74</b>             | <b>2.67</b>                          |
| <b>Unrestricted Net Income</b> | <b>-</b>               | <b>-</b>                | <b>-</b>                             |

- Performed better than budget
- Revenue higher than budgeted due to:
  - \$1.3m proceeds from 2012 lawsuit against HUD
  - \$1.1m in sales proceeds from Viking Village RAD

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Planning & Community Development

| P&CD                           | 2018<br>Budget | 2018<br>Results | Variance from<br>2018 Budget |
|--------------------------------|----------------|-----------------|------------------------------|
| Income                         | 5.00           | 6.32            | 1.32                         |
| Expenses                       | 2.87           | 2.37            | (0.50)                       |
| <b>Net Income</b>              | <b>2.13</b>    | <b>3.95</b>     | <b>1.82</b>                  |
| <b>Unrestricted Net Income</b> | <b>2.13</b>    | <b>3.95</b>     | <b>1.82</b>                  |

- Performed better than budget
- Revenue higher due to:
  - Payment of deferred developer fees
  - Some developer fees higher than anticipated
- Expenses lower due to:
  - Fewer fees paid to consultants

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Assisted Housing

| AHD                            | 2018<br>Budget | 2018<br>Results | Variance from<br>2018 Budget |
|--------------------------------|----------------|-----------------|------------------------------|
| Income                         | 11.56          | 12.96           | 1.40                         |
| Expenses                       | 12.71          | 14.01           | 1.31                         |
| <b>Net Income</b>              | <b>(1.15)</b>  | <b>(1.05)</b>   | <b>0.09</b>                  |
| <b>Unrestricted Net Income</b> | <b>(1.15)</b>  | <b>(1.05)</b>   | <b>0.09</b>                  |

- Operated better than budget
- Revenue higher due to:
  - Final proration for Admin Fees was 80%, original budget was set at 75%, which equals an additional \$600k
- Changes in Shelter Plus Care accounting make up most of the remaining variances

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Housing Management

| HSM                            | 2018<br>Budget | 2018<br>Results | Variance from<br>2018 Budget |
|--------------------------------|----------------|-----------------|------------------------------|
| Income                         | 11.87          | 11.55           | (0.32)                       |
| Expenses                       | 11.03          | 11.17           | 0.15                         |
| <b>Net Income</b>              | <b>0.84</b>    | <b>0.37</b>     | <b>(0.47)</b>                |
| <b>Unrestricted Net Income</b> | <b>-</b>       | <b>-</b>        | <b>-</b>                     |

- Performed lower than budget
- Revenues lower due to:
  - Properties that moved to Mixed Finance or Unrestricted Properties
- Expenses slightly higher than budgeted:
  - Improvements in anticipation of REAC inspections
  - Subsidy Transfers to Mixed Finance properties

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Unrestricted Properties

| UP                             | 2018<br>Budget | 2018<br>Results | Variance from<br>2018 Budget |
|--------------------------------|----------------|-----------------|------------------------------|
| Income                         | 2.38           | 2.74            | 0.36                         |
| Expenses                       | 1.82           | 2.05            | 0.23                         |
| <b>Net Income</b>              | <b>0.56</b>    | <b>0.69</b>     | <b>0.13</b>                  |
|                                |                |                 |                              |
| <b>Unrestricted Net Income</b> | <b>0.56</b>    | <b>0.69</b>     | <b>0.13</b>                  |

- Operated better than budget
- Revenue higher due to:
  - Movement of properties from HSM to UP
- Expenses higher due to:
  - Movement of properties from HSM to UP
  - Capital improvements across the portfolio

•all figures in millions of dollars and rounded to the nearest ten thousandth



# Summary of 2018 Results

## Fresno Housing Authority 2018 Financial Results

|                     | Core          | Instrum.    | P&CD        | AHD           | HSM         | UP          | Total        |
|---------------------|---------------|-------------|-------------|---------------|-------------|-------------|--------------|
| Income              | 9.06          | 4.10        | 6.32        | 12.96         | 11.55       | 2.74        | <b>46.72</b> |
| Expenses            | 11.10         | 0.36        | 2.37        | 14.01         | 11.17       | 2.05        | <b>41.06</b> |
| <b>+/-</b>          | <b>(2.04)</b> | <b>3.74</b> | <b>3.95</b> | <b>(1.05)</b> | <b>0.37</b> | <b>0.69</b> | <b>5.66</b>  |
| <i>Unrestricted</i> | <i>(2.04)</i> | <i>-</i>    | <i>3.95</i> | <i>(1.05)</i> | <i>-</i>    | <i>0.69</i> | <i>1.55</i>  |

- The Agency outperformed the 2018 budget
- Net Income of \$5.66 million, adding \$1.55 million to the Agency's unrestricted reserves.

•all figures in millions of dollars and rounded to the nearest ten thousandth

# Unrestricted Reserves

| Unrestricted Reserves         | \$ Change          | Balance          |
|-------------------------------|--------------------|------------------|
| 2013 Financial Results        | 1,570,359          | 1,570,359        |
| 2014 Financial Results        | 1,368,730          | 2,939,089        |
| 2015 Financial Results        | 153,228            | 3,092,317        |
| 2016 Financial Results        | 261,439            | 3,353,756        |
| 2017 Financial Results        | 920,239            | 4,273,995        |
| <i>2018 Financial Results</i> | <i>1,545,106</i>   | <i>5,819,101</i> |
| <i>2019 Budget</i>            | <i>(1,124,696)</i> | <i>4,694,405</i> |
| <b>Projected Reserves</b>     | <b>4,694,405</b>   |                  |

- As of 12/31/2018, unrestricted reserves were at \$5.8 million
- Including the 2019 budgeted deficit of \$1.1 million, the year-end 2019 projected reserve balance would be \$4.7 million

# 2018 HAP Financial Results

|                       | 2018 Budget        | 2018 Results       |
|-----------------------|--------------------|--------------------|
| HAP REVENUE           | 74,014,727         | 76,974,264         |
| HAP EXPENSES          | 77,908,237         | 78,595,705         |
| <b>NET HAP INCOME</b> | <b>(3,893,510)</b> | <b>(1,621,441)</b> |

- Revenue changes are due to the draw down of HUD-held reserves
- Expenses are higher due to increase PUC across the programs due to the increase in payment standards

•all figures in millions of dollars and rounded to the nearest ten thousandth

# 2019 Budget Update

|                                 | <b>FY 2017<br/>Enacted</b> | <b>% Change<br/>from<br/>2016</b> | <b>FY 2018<br/>Enacted</b> | <b>% Change<br/>from<br/>2017</b> | <b>FY 2019<br/>Enacted</b> | <b>% Change<br/>from<br/>2018</b> |
|---------------------------------|----------------------------|-----------------------------------|----------------------------|-----------------------------------|----------------------------|-----------------------------------|
| <b>HUD Programs</b>             |                            |                                   |                            |                                   |                            |                                   |
| HCV Housing Assistance Payments | 18,355                     | 4%                                | 19,600                     | 7%                                | 20,313                     | 4%                                |
| HCV Administrative Fees         | 1,650                      | 1%                                | 1,760                      | 7%                                | 1,886                      | 7%                                |
| Public Housing Operating Fund   | 4,400                      | 0%                                | 4,550                      | 3%                                | 4,653                      | 2%                                |
| Public Housing Capital Fund     | 1,942                      | 2%                                | 2,750                      | 42%                               | 2,775                      | 1%                                |

- 2019 Federal Budget was signed into law on 2/15/19
- Overall, HUD received ~4% budget increase for FY19
- Final proration levels have yet to be announced
- Staff will continue to collect and analyze federal budget information and the impact on the Agency budget, and report back to the Boards

---

**Recommendation:** The Boards of Commissioners accept the 2018 Agency Operating and Housing Assistance Payments (HAP) Results.

**Questions or Comments?**



# ***Executive Director's Report March 2019***



---

## ***Partner of the Year 2019***

---

## Partner of the Year 2019

- Jaime Rodriguez, *HCV Landlord*



# 4705 East McKinley Before ...



## 4705 East McKinley After ...





## 3209 North Sierra Vista Before ...



## 3209 North Sierra Vista After ...



# 127 South Barton Avenue Before...





# 127 South Barton Avenue After...

