

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE: 11/4/15

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

828



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
November 5, 2015

**SUBJECT:** Approval of the Request for Release of Funds and Project Based Voucher Agreement to Enter into Housing Assistance Payments Contract, for Vista Rio Apartments, Located in the City of Jurupa Valley, Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners, L.P.; District 2, [\$0]

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Approve the attached Request for Release of Funds (RROF);
2. Authorize the Chairman of the Board of Commissioners to execute the RROF to be filed with the United States Department of Housing and Urban Development (HUD);

(Continued)

Robert Field  
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2015/16	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

On motion of Commissioner Benoit, seconded by Commissioner Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 17, 2015  
xc: Housing Authority

Kecia Harper-Ihem  
Clerk of the Board  
By: [Signature]  
Deputy

**Prev. Agn. Ref.:** 9.3 of 6/17/14; 10.1 of 2/10/15; 3.21 of 6/30/15

**District:** 2

**Agenda Number:**

10-1

Positions Added ☐  
Change Order ☐  
A-30 ☐  
4/5 Vote ☐

**SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Housing Authority

**FORM 11:** Approval of the Request for Release of Funds and Project Based Voucher Agreement to Enter into Housing Assistance Payments Contract, for Vista Rio Apartments, Located in the City of Jurupa Valley, Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners, L.P.; District 2, [\$0]

**DATE:** November 5, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Project Based Voucher Agreement to Enter into Housing Assistance Payments Contract (AHAP Contract) between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners, L.P., a California limited partnership, relating to eight (8) U.S. Housing and Urban Development (HUD) Housing Choice Voucher Program Project Based Vouchers;
4. Authorize the Executive Director of the Housing Authority of the County of Riverside to execute the AHAP Contract and to take all necessary steps to implement the attached AHAP Contract, including, but not limited to signing subsequent necessary and relevant documents, subject to approval by County Counsel.

**BACKGROUND:**

**Summary**

Jurupa Valley Vista Rio Partners, L.P. (Developer) submitted a proposal pursuant to a Request for Proposals for Project Based Vouchers released by the Housing Authority of the County of Riverside on August 26, 2015, whereas Developer requested eight Project Based Vouchers (PBV'S) for Vista Rio Apartments. On June 17, 2014 and as amended on February 10, 2015 and November 10, 2015 the HACR entered into a Ground Lease (Collectively Ground Lease) with Developer for the construction of the 39 unit multi-family housing complex located in the City of Jurupa Valley, at 3901 Briggs Street, Assessor Parcel Number 181-041-015-4 (Project). The 39 units will comprise of 12 two-bedroom units and 27 three-bedroom units. One two-bedroom unit will be set-aside for an on-site manager. The eight Project Based Vouchers will serve as a rental subsidy for extremely-low and very-low income clients on the HACR's Housing Choice Voucher Program waiting list.

The Project will consist of on-site supportive services which will include computer classes, financial literacy, job search training and health and nutrition classes. After school programs will also be provided for a minimum of 10 hours per week which will include homework assistance/tutoring, computer classes and arts and crafts. On-site amenities will include a 3,093 square foot community center which will include a computer lab, exercise room and media room.

Prior to the issuing of the PBV's HUD requires HACR and Developer to enter into a PBV Agreement to Enter into Housing Assistance Payments Contract (AHAP Contract). Under the proposed AHAP contract, Developer agrees to develop Project and upon timely completion of such development and in accordance with HUD requirements, HACR will enter into a Housing Assistance Payments Contract with developer, for a term of fifteen years. Under the proposed AHAP contract construction is required to begin December 9, 2015 and shall be completed no later than December 8, 2017.

Attached is a copy of the AHAP Contract for approval as to form. As part of the HUD requirements the HACR is required to conduct a subsidy layering review through the California Tax Credit Allocation Committee (TCAC) prior to the execution of the AHAP Contract and comply with the National Environmental Protection Agency Act (NEPA).

(Continued)

**SUBMITTAL TO THE BOARD OF COMMISSIONERS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Housing Authority

**FORM 11:** Approval of the Request for Release of Funds and Project Based Voucher Agreement to Enter into Housing Assistance Payments Contract, for Vista Rio Apartments, Located in the City of Jurupa Valley, Between the Housing Authority of the County of Riverside and Jurupa Valley Vista Rio Partners, L.P.; District 2, [\$0]

**DATE:** November 5, 2015

**PAGE:** 3 of 3

**BACKGROUND:** (Continued)

**Summary**

Following TCAC's completion of the subsidy layering review and the fifteen day public response period for the Request for Release of funds (RROF), the executive director of the HACR will execute the attached AHAP contract. The Project was already evaluated pursuant to the California Environmental Quality Act (CEQA), by the County of Riverside as the lead agency in Environmental Assessment No. 1206001902 which did not result in any potential negative impacts. The Riverside County Economic Development Agency (EDA), as the Responsible Entity (RE) under NEPA previously completed all applicable environmental review procedures and adopted the Environmental Assessment (EA) on June 30, 2015 due to other federal funding sources committed to the project. The attached EA was prepared pursuant to environmental procedures cited in 24 CFR Sections 58.5 and 58.6. HUD also requires that the recipient of federal funds complete and execute the attached RROF certifying to agree and abide by special conditions, procedures and requirements of the environmental review. On October 30, 2015 the attached Notice to Public of Finding of No Significant Impact on the Environment and Intent to Request a Release of Funds (Public Notice) was published in connection with the Project.

**Impact on Citizens and Businesses**

The construction of the 39 unit multi-family apartment complex will have a positive impact on citizens and businesses and it will result in the construction, maintenance and management jobs as well as provide affordable housing with supportive services to residents.

Attachments:

Environmental Assessment  
Request for Release of Funds  
Public Notice  
AHAP Agreement

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB No. 2506-0087  
(exp. 07/31/2017)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) <b>Housing Choice Voucher Program Project Based Vouchers</b>	2. HUD/State Identification Number <b>CA027</b>	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) <b>14.871</b>	5. Name and address of responsible entity  Riverside County Board of Commissioners c/o Housing Authority of the County of Riverside 5555 Arlington Avenue Riverside, CA 92504	
6. For information about this request, contact (name & phone number) Stephanie Adams 951-343-5455		
8. HUD or State Agency and office unit to receive request  U.S. Department of Housing and Urban Development Community Planning and Development 611 W. 6 <sup>th</sup> Street, Suite 800 Los Angeles, CA 90017	7. Name and address of recipient (if different than responsible entity)  Riverside County Board of Commissioners c/o Housing Authority of the County of Riverside 5555 Arlington Avenue Riverside, CA 92504	
The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following		
9. Program Activity(ies)/Project Name(s)  Vista Rio-Housing Choice Voucher Program Project Based Vouchers	10. Location (Street address, city, county, State)  The Project site is located at 3901 Briggs Street, Jurupa Valley, CA APN: 181-041-015-4	

### 11. Program Activity/Project Description

The Housing Authority of the County of Riverside is proposing to use 8 Housing Choice Voucher Program Project Based Vouchers for the Vista Rio Project located at 3901 Briggs Street, Jurupa Valley, CA, APN: 181-041-015-4. The HACR staff will recommend to its Board of Commissioners that the HACR enter into an Agreement to Enter into Housing Assistance Payments Contract with Jurupa Valley with Jurupa Valley Vista Rio Partners, LP.

The Proposed Project Based Vouchers will be used to provide a rental subsidy to clients on the Housing Authority of the County of Riverside's Housing Choice Voucher Program waiting list. The Vista Rio Project is a new construction rental housing project that will consist of 39 units of which twelve are 3-bedrooms and twenty seven are 2-bedrooms. The project will consist of a 3,093 square foot community center with a computer lab and an exercise room. On-site amenities will also include a laundry facility, tot-lot and barbeque areas

## Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local

Previous editions are obsolete

form HUD-7015.15 (1/99)

NOV 17 2015

10-1

laws.

3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Marion Ashley, Chairman, Riverside County Board of Supervisors

X

*Marion Ashley*

Date signed

NOV 17 2015

Address of Certifying Officer

### Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Marion Ashley, Chairman, Riverside County Board of Commissioners

X

*Marion Ashley*

Date signed

NOV 17 2015

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

FORM APPROVED COUNTY COUNSEL

BY: *Theresa R. Brown*  
JHAILA R. BROWN

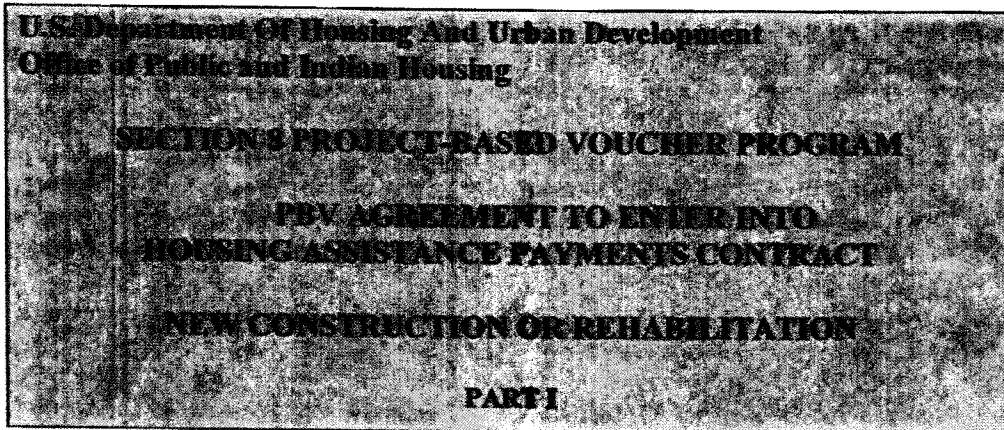
11-4-15  
DATE

ATTEST:

KECIA HARPER-IHEM, Clerk

By: *[Signature]*

DEPUTY



This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

### 1.1 Parties

This Agreement to Enter into Housing Assistance Payments Contract ("Agreement") is entered into between: Housing Authority of the County of Riverside ("PHA") and

Jurupa Valley Vista Rio Partners, LP ("owner").

### 1.2 Purpose

The owner agrees to develop the Housing Assistance Payments Contract ("HAP contract") units to in accordance with Exhibit B to comply with Housing Quality Standards ("HQS"), and the PHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner of the contract units.

### 1.3 Contents of Agreement

This Agreement consists of Part I, Part II and the following Exhibits:

EXHIBIT A: The approved owner's PBV proposal. (Selection of proposals must be in accordance with 24 CFR 983.51.)

**EXHIBIT B: Description of work to be performed under this Agreement, including:**

- if the Agreement is for rehabilitation of units, this exhibit must include the rehabilitation work write-up and, where the PHA has determined necessary, specifications and plans.
- if the Agreement is for new construction of units, the work description must include the working drawings and specifications.
- any additional requirements beyond HQS relating to quality, design and architecture that the PHA requires.
- work items resulting from compliance with the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements under section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23.

**EXHIBIT C: Description of housing, including:**

- project site.
- total number of units in project covered by this Agreement.
- location of contract units on site.
- number of contract units by area (size) and number of bedrooms and bathrooms.
- services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner.
- utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant.
- estimated initial rent to owner for the contract units.

**EXHIBIT D: The HAP contract.**

**1.4 Significant Dates**

- A. **Effective Date of the Agreement:** The Agreement must be executed promptly after PHA notice of proposal selection to the owner has been given. The PHA may not enter this Agreement with the owner until any required subsidy layering review has been performed and an environmental review has been satisfactorily completed in accordance with HUD requirements.
- B. A project may either be a single-stage or multi-stage project. A single-stage project will have the same Agreement effective date for all contract units. A multi-stage project will have separate effective dates for each stage.

**Single-stage project**

- i. Effective Date for all contract units: December 8, 2015
- ii. Date of Commencement of the Work: The date for commencement of work is not later than 7 calendar days after the effective date of this Agreement.
- iii. Time for Completion of Work: The date for completion of the work is not later than 730 (12/7/17) calendar days after the effective date of this Agreement.

**Multi-Stage Project**

Enter the information for each stage upon execution of the Agreement for the corresponding stage.

STAGE	NUMBER OF UNITS	EFFECTIVE DATE	DATE OF COMMENCEMENT OF WORK	TIME FOR COMPLETION OF WORK

**1.5 Nature of the Work**

This Agreement is for **New Construction** of units to be assisted by the project-based voucher program.



This Agreement is for **Rehabilitation** of units to be assisted by the project-based voucher program.



## **1.6 Schedule of Completion**

- A. **Timely Performance of Work:** The owner agrees to begin work no later than the date for commencement of work as stated in section 1.4. In the event the work is not commenced, diligently continued and completed as required under this Agreement, the PHA may terminate this Agreement or take other appropriate action. The owner agrees to report promptly to the PHA the date work is commenced and furnish the PHA with progress reports as required by the PHA.
- B. **Time for Completion:** All work must be completed no later than the end of the period stated in section 1.4. Where completion in stages is provided for, work related to units included in each stage shall be completed by the stage completion date and all work on all stages must be completed no later than the end of the period stated in section 1.4.
- C. **Delays:** If there is a delay in the completion due to unforeseen factors beyond the owner's control as determined by the PHA, the PHA agrees to extend the time for completion for an appropriate period as determined by the PHA in accordance with HUD requirements.

## **1.7 Changes in Work**

- A. The owner must obtain prior PHA approval for any change from the work specified in Exhibit B which would alter the design or quality of the rehabilitation or construction. The PHA is not required to approve any changes requested by the owner. PHA approval of any change may be conditioned on establishment of a lower initial rent to owner as determined by PHA in accordance with HUD requirements.
- B. If the owner makes any changes in the work without prior PHA approval, the PHA may establish lower initial rents to owner as determined by the PHA in accordance with HUD requirements.
- C. The PHA may inspect the work during rehabilitation or construction to ensure that work is proceeding on schedule, is being accomplished in accordance with the terms of the Agreement, meets the level of material described in Exhibit B and meets typical levels of workmanship for the area.

## 1.8 Work Completion

- A. Conformance with Exhibit B: The work must be completed in accordance with Exhibit B. The owner is solely responsible for completion of the work.
- B. Evidence of Completion: When the work is completed, the owner must provide the PHA with the following:
1. A certification by the owner that the work has been completed in accordance with the HQS and all requirements of this Agreement.
  2. A certification by the owner that the owner has complied with labor standards and equal opportunity requirements in the development of the housing. (See 24 CFR 983.155(b)(1)(ii).)
  3. Additional Evidence of Completion: At the discretion of the PHA, or as required by HUD, the owner may be required to submit additional documentation as evidence of completion of the housing. Check the following that apply:
    - ☒ A certificate of occupancy or other evidence that the contract units comply with local requirements.
    - ☒ An architect or developer's certification that the housing complies with:
      - ☒ the HQS;
      - ☒ State, local or other building codes;
      - ☐ Zoning;
      - ☐ The rehabilitation work write-up for rehabilitated housing;
      - ☒ The work description for newly constructed housing; or
      - ☒ Any additional design or quality requirements pursuant to this Agreement.

## **1.9 Inspection and Acceptance by the PHA of Completed Contract Units**

- A. **Completion of Contract Units:** Upon receipt of owner notice of completion of contract units, the PHA shall take the following steps:
  - 1. Review all evidence of completion submitted by owner.
  - 2. Inspect the units to determine if the housing has been completed in accordance with this Agreement, including compliance with the HQS and any additional requirements imposed by the PHA under this Agreement.
- B. **Non-Acceptance:** If the PHA determines the work has not been completed in accordance with this Agreement, including non-compliance with the HQS, the PHA shall promptly notify the owner of this decision and the reasons for the non-acceptance. The parties must not enter into the HAP contract at this point. However, work deficiencies may be corrected in accordance with Section 1.10 of this Agreement.
- C. **Acceptance:** If the PHA determines that the work has been completed in accordance with this Agreement, and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

## **1.10 Acceptance Where Work Deficiencies Exist**

- A. If the PHA determines that work deficiencies exist, the PHA shall determine whether and to what extent the deficiencies are correctable, whether the units will be accepted after correction of the deficiencies, and the requirements and procedures (consistent with HUD requirements) for such correction and acceptance of contract units. The PHA shall notify the owner of the PHA's decision.
- B. **Completion in Stages:** When the units will be completed in stages, the procedures of this section shall apply to each stage.

## **1.11 Execution of HAP Contract**

- A. **Time and Execution:** Upon acceptance of the units by the PHA, the owner and the PHA execute the HAP contract.

- B. **Completion in Stages:** When the units will be completed in stages, the number and types of units in each stage, and the initial rents to owner for such units, shall be separately shown in the HAP contract for each stage. Upon acceptance of the first stage, the owner shall execute the HAP contract and the signature block provided in the HAP contract for that stage. Upon acceptance of each subsequent stage, the owner shall execute the signature block provided in the HAP contract for such stage.
- C. **Form of HAP contract:** The terms of the HAP contract shall be provided in Exhibit D of this Agreement. There shall be no change in the terms of the HAP contract unless such change is approved by HUD headquarters. Prior to execution by the owner, all blank spaces in the HAP contract shall be completed by the PHA.
- D. **Survival of Owner Obligations:** Even after execution of the HAP contract, the owner shall continue to be bound by all owner obligations under the Agreement.

#### **1.12 Initial Determination of Rents**

- A. The estimated initial rent to owner shall be established in Exhibit C of this Agreement.
- B. The initial rent to owner is established at the beginning of the HAP contract term.
- C. The estimated and initial contract rents for each unit may in no event exceed the amount authorized in accordance with HUD requirements. Where the estimated or the initial rent to owner exceeds the amount authorized under HUD requirements, the PHA shall establish a lower estimated or initial rent to owner (as applicable), in accordance with HUD requirements.

#### **1.13 Uniform Relocation Act**

- A. A displaced person must be provided relocation assistance at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and implementing regulations at 49 CFR part 24.
- B. The cost of required relocation assistance may be paid with funds provided by the owner, or with local public funds, or with funds available from other sources. Payment of relocation assistance must be in accordance with HUD requirements.

- C. The acquisition of real property for a project to be assisted under the project-based voucher program is subject to the URA and 49 CFR part 24, subpart B.
- D. The PHA must require the owner to comply with the URA and 49 CFR part 24.
- E. In computing a replacement housing payment to a residential tenant displaced as a direct result of privately undertaken rehabilitation or demolition of the real property, the term "initiation of negotiations" means the execution of the Agreement between the owner and the PHA.

#### **1.14 Protection of In-Place Families**

- A. In order to minimize displacement of in-place families, if a unit to be placed under HAP contract is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if it is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized unit in the project.
- B. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.
- C. The term "in-place family" means an eligible family residing in a proposed contract unit on the proposal selection date.
- D. Assistance to in-place families may only be provided in accordance with HUD requirements.

#### **1.15 Termination of Agreement and HAP Contract**

The Agreement or HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

#### **1.16 Rights of HUD if PHA Defaults Under Agreement**

If HUD determines that the PHA has failed to comply with this Agreement, or has failed to take appropriate action, to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under this Agreement, HUD may assume the PHA's rights and obligations under the Agreement, and may perform the obligations and enforce the rights of the PHA under the Agreement. HUD will, if it determines that the owner is not in

default, pay annual contributions for the purpose of providing housing assistance payments with respect to the dwelling unit(s) under this Agreement for the duration of the HAP contract.

### **1.17 Owner Default and PHA Remedies**

#### **A. Owner Default**

Any of the following is a default by the owner under the Agreement:

1. The owner has failed to comply with any obligation under the Agreement.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the Agreement.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - A. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - B. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

#### **B. PHA Remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the Agreement.

2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the Agreement include, but are not limited to: (i) terminating the Agreement; and (ii) declining to execute the HAP contract for some or all of the units.

**C. PHA Remedy is not Waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the Agreement is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**1.18 PHA and Owner Relation to Third Parties**

**A. Selection and Performance of Contractor**

1. The PHA has not assumed any responsibility or liability to the owner, or any other party for performance of any contractor, subcontractor or supplier, whether or not listed by the PHA as a qualified contractor or supplier under the program. The selection of a contractor, subcontractor or supplier is the sole responsibility of the owner and the PHA is not involved in any relationship between the owner and any contractor, subcontractor or supplier.
2. The owner must select a competent contractor to undertake rehabilitation or construction. The owner agrees to require from each prospective contractor a certification that neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in contracts by any Federal department or agency or the Comptroller General. The owner agrees not to award contracts to, otherwise engage in the service of, or fund any contractor that does not provide this certification.

- B. Injury Resulting from Work under the Agreement:** The PHA has not assumed any responsibility for or liability to any person, including a worker or a resident of the unit undergoing work pursuant to this Agreement, injured as a result of the work or as a result of any other action or failure to act by the owner, or any contractor, subcontractor or supplier.

- C. **Legal Relationship:** The owner is not the agent of the PHA and this Agreement does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractor or subcontractors used by the owner in the implementation of the Agreement.
- D. **Exclusion of Third Party Claims:** Nothing in this Agreement shall be construed as creating any right of any third party (other than HUD) to enforce any provision of this Agreement or the HAP contract, or to assert any claim against HUD, the PHA or the owner under the Agreement or the HAP contract.
- E. **Exclusion of Owner Claims against HUD:** Nothing in this Agreement shall be construed as creating any right of the owner to assert any claim against HUD.

### **1.19 PHA-Owned Units**

Notwithstanding Section 1.18 of this Agreement, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

### **1.20 Conflict of Interest**

- A. **Interest of Members, Officers, or Employees of PHA, Members of Local Governing Body, or Other Public Officials**
  - 1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, in the Agreement or HAP contract.
  - 2. HUD may waive this provision for good cause.
- B. **Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the Agreement or HAP contract. The owner must fully and promptly update such disclosures.



### **1.21 Interest of Member or Delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of the Agreement or HAP contract or to any benefits arising from the Agreement or HAP contract.

### **1.22 Transfer of the Agreement, HAP Contract or Property**

#### **A. PHA Consent to Transfer**

The owner agrees that the owner has not made and will not make any transfer in any form, including any sale or assignment, of the Agreement, HAP contract or the property without the prior written consent of the PHA. A change in ownership in the owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section.

#### **B. Procedure for PHA Acceptance of Transferee**

Where the owner requests the consent of the PHA for a transfer in any form, including any sale or assignment, of the Agreement, the HAP contract or the property, the PHA must consent to a transfer of the Agreement or HAP contract if the transferee agrees in writing (in a form acceptable to the PHA) to comply with all the terms of the Agreement and HAP contract, and if the transferee is acceptable to the PHA. The PHA's criteria for acceptance of the transferee must be in accordance with HUD requirements.

#### **C. When Transfer is Prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

### **1.23 Exclusion from Federal Programs**

#### **A. Federal Requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**B. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and nonprocurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**1.24 Lobbying Certifications**

**A. The owner certifies, to the best of owner's knowledge and belief, that:**

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the Agreement or HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Agreement or HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**B. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.**

## **1.25 Subsidy Layering**

### **A. Owner Disclosure**

The owner must disclose to the PHA, in accordance with HUD requirements, information regarding any related assistance from the Federal Government, a State, or a unit of general local government, or any agency or instrumentality thereof, that is made available or is expected to be made available with respect to the contract units. Such related assistance includes, but is not limited to, any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance.

### **B. Limit of Payments**

Housing assistance payments under the HAP contract must not be more than is necessary, as determined in accordance with HUD requirements, to provide affordable housing after taking account of such related assistance. The PHA will adjust in accordance with HUD requirements the amount of the housing assistance payments to the owner to compensate in whole or in part for such related assistance.

## **1.26 Prohibition of Discrimination**

A. The owner may not refuse to lease contract units to, or otherwise discriminate against, any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.

B. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.* ; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* ; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-

1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- C. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **1.27 PHA and HUD Access to Premises and Owner Records**

- A. The owner must furnish any information pertinent to this Agreement as may be reasonably required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.
- B. The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the Agreement.

#### **1.28 Notices and Owner Certifications**

- A. Where the owner is required to give any notice to the PHA pursuant to this Agreement, such notice shall be in writing and shall be given in the manner designated by the PHA.
- B. Any certification or warranty by the owner pursuant to the Agreement shall be deemed a material representation of fact upon which reliance was placed when this transaction was entered into.

## **1.29 HUD Requirements**

- A. The Agreement and the HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements. The owner agrees to comply with all such laws and HUD requirements
- B. HUD requirements are requirements that apply to the project-based voucher program. HUD requirements are issued by HUD Headquarters as regulations, Federal Register notices or other binding program directives.

## **1.30 Applicability of Part II provisions – Check all that apply**

- ☒ Training, Employment and Contracting Opportunities  
Section 2.1 applies if the total of the contract rents for all units under the proposed HAP contract, over the maximum term of the contract, is more than \$200,000.
- ☒ Equal Employment Opportunity  
Section 2.2 only applies to construction contracts of more than \$10,000.
- ☐ Labor Standards Requirements  
Sections 2.4, 2.8 and 2.10 apply when this Agreement covers nine or more units.
- ☐ Flood Insurance  
Section 2.11 applies if units are located in areas having special flood hazards and in which flood insurance is available under the National Flood Insurance Program.

**EXECUTION OF THE AGREEMENT**

**PUBLIC HOUSING AGENCY**

**Name (Print)** \_\_\_\_\_

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

**Signature of Authorized Representative**

**Official title (Print):** \_\_\_\_\_

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

**OWNER**

**Name (Print)** \_\_\_\_\_

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

**Signature of Authorized Representative**

**Official Title (Print):** \_\_\_\_\_

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

**REQUEST FOR PROPOSALS (RFP) NO. 2015-008  
HOUSING CHOICE VOUCHER PROGRAM PROJECT BASED VOUCHERS**

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**ATTACHMENT B**

**Housing Choice Voucher Program Project Based Vouchers Form of Proposal**

All questions must be answered. If any questions are left blank the proposal will be considered deficient and ineligible to compete in this RFP process. Questions may be answered on a separate sheet of paper as long as each question is numbered in consistency with this Attachment B.

**1. Contact Information:**

Name of Property Owner: Jurupa Valley Vista Rio Partners LP

Address: 15635 Alton Parkway, Suite 375

Phone #: 949.422.3354

E-mail: shernandez@palmcommunities.com

Contact Person: Steven Hernandez

**2. Project Readiness (30 Points):** Use this section to indicate when the project will be ready to commence new construction or rehabilitation. Provide a detailed time-line that indicates all necessary actions for project to meet the readiness date, including but not limited to environmental clearance (CEQA and NEPA), financing commitment and project entitlements.

The Vista Rio Apartment multi-family community was awarded an allocation of tax credits in the first round of 2015. The project is scheduled to begin construction on or about December 1, 2015. The CTCAC 180-Day Readiness deadline date is December 6, 2015.

There is no outstanding land use or environmental clearances required. The construction loan is on track for closing on or about November 9, 2015.

**3. Project Based Voucher Selection Policies (15 points):** Use this section to indicate what HACR selection policy for project based vouchers the project meets. To obtain the 15 points project must be a qualified Veterans project or a project that is being developed on Housing Authority owned parcels (See Section 2.3.1 of this RFP). Evidence of what selection policy the project meets must be provided.

The project is being developed on parcels owned by the Housing Authority of Riverside County. The County of Riverside (Housing Authority) and Jurupa Valley Vista Rio Partners LP (owner), entered into a 99-year ground lease on June 17, 2014.

**REQUEST FOR PROPOSALS (RFP) NO. 2015-008  
HOUSING CHOICE VOUCHER PROGRAM PROJECT BASED VOUCHERS**

**4. Supportive Services (30 points):** Use this section to describe any supportive services available to the residents. The proposal must clearly state the population intended to serve, the supportive service needs of the population and how the supportive services are connected to the specific population. Evidence of the supportive services must be attached with the proposal and must state the number of hours per month the services will be provided. If the services are not provided on-site the proposal must state how residents can access the services.

Supportive services will be provided by LifeSTEPS, a non-profit social services provider with over 19 years' experience providing high quality social services that are designed to generate positive changes in the lives of the tenants residing in the Vista Rio Apartments community.

On February 19, 2015 a MOU was executed between LifeSTEPS and the Owner to provide the following adult and youth focused services on-site for a period of no less than 10 years.

- Adult Educational Classes for no less than 60 hours per year. Classes will include:
  - Computer Classes
  - Financial Literacy
  - Job Search Skills
  - Health & Nutrition
- After-School Program for no less than 10 hours per week. Programs include:
  - Homework Assistance / Tutoring
  - Computer Classes
  - Arts & Crafts

The cost of the services is \$23,500 a year and will be paid out of cash flow. A copy of the executed MOU is attached hereto and labeled as Attachment "A".

**5. Developer Capacity (10 points):** Use this section to state the experience of the developer for the proposed project. Two points will be awarded up to a maximum of 10 points, for each development completed. To be counted, rental developments must have 10 or more units and have been subsidized rental housing units developed within the last 10 years. A list of developments must be provided and must include the size of the project, the approximate construction start and completion dates, and a list of funding sources used to subsidize the rental housing.

Palm Communities is a full-service affordable multi-family developer and general contractor that was founded in 1979 with a mission to "Build Strong Communities" by creating opportunities for low-income families, seniors, and those with special needs to access affordable housing. Over our 36 year history, Palm Communities has developed over 2,000 single-family units in Riverside County. With our nonprofit partners, Palm Communities has been successful in obtaining Low-Income Housing Tax Credits for 23 affordable multi-family communities, completing 1,842 units to date, with an additional 103 units in two projects under construction. A full list of completed projects is attached hereto and labeled as Attachment "B".



**REQUEST FOR PROPOSALS (RFP) NO. 2015-008**  
**HOUSING CHOICE VOUCHER PROGRAM PROJECT BASED VOUCHERS**

**6. Project Description (20 points): Provide an in depth description of the project including the following information:**

- Address of project or location by APN
- Location of project by census tract
- Total # of buildings in the community
- Total # of units by bedroom size in each building
- Number and bedroom sizes of requested PBV's in each building
- Sketches of the proposed unit plans and a detailed description including amenities. For rehabilitation, the description must describe the property as is and must describe the proposed rehabilitation.
- For existing units the number of persons to be displaced, temporarily relocated or moved permanently within the building or complex, the estimated costs of relocation payments and services, and the organization(s) that will carry out the relocation activities
- the proposed contract rent for each unit size
- sources and uses budget for the project
- evidence of financing commitment
- 15 year project proforma
- any environmental clearance documents and conditions of approval already in place for the proposed project

The Vista Rio project is located at 3901 Briggs Street north of the Tilton Avenue/Briggs Street intersection in the City of Jurupa Valley 92509. The Assessor Parcel Number is 181-041-015-4. The site is a Qualified Census Tract (QCT), Census Tract Number is 402.03. The parcel is 3.57 net acres and 4.06 gross acres.

The Vista Rio Apartments is a gated community consisting of 38 family residential units and 1 manager's unit. The project includes two 2-Story residential buildings and 2 community buildings (One community building/manager apartment and one building for maintenance.)

PROJECT SQUARE FOOTAGE	
Gross SF - Total Site	155,509
Net SF - Total Site	145,509
Net SF - Off-site	10,000
Gross SF - Residential Structures	41,397
Gross SF - Community Structures	5,706
Community Center	3,093
Manager Unit	1,903
Two-Bedroom	915 to 1,004
Three-Bedroom	1,254 to 1,259

The construction type is to be two-story Type V-B wood framing with stucco exterior and concrete slab-on-grade foundations. Exterior design details include Spanish tile roofs, varied colored stucco with architectural projections around selected windows/doors and stone veneers.

Vista Rio will exceed California Code of Regulations Title 24 building standards by 30% or more by achieving GreenPoint Gold Rating energy efficiency by utilizing:

- Hydronic Heating System
- Energy Star Appliances
- Water Saving Faucets and Fixtures
- Low VOC Paint & Glues
- Fluorescent Lighting
- No use of construction materials containing formaldehyde
- Recycled construction materials
- Drought tolerant landscaping

### SITE AMENITIES

#### Community Center

- o Community Room
- o Kitchen
- o Computer Lab

#### Laundry Room

#### Playground

#### On-Site Property Management

#### Gated Access

#### Assigned Carports

#### Surveillance Cameras

#### Picnic Areas

### UNIT MIX & AFFORDABILITY

Rents: HUD/CTCAC 2014

Utility Allowance: Riverside County (Energy Efficient) July 2014

Bedrooms	Quantity	Rent +	Utilities =	Housing Cost	Percent of AMI	Calculation	Project Based Vouchers
2	4	337	73	\$410	30%	HUD	4
2	2	405	73	\$478	35%	HUD	
2	4	473	73	\$546	40%	HUD	
2	2	542	73	\$615	45%	HUD	
2	2	610	73	\$683	50%	HUD	
2	12	678	73	\$751	60%	HUD	
Subtotal	26						
3	2	384	89	\$473	30%	HUD	2
3	2	463	89	\$552	35%	HUD	2
3	2	621	89	\$710	45%	HUD	
3	2	700	89	\$789	50%	HUD	
3	4	779	89	\$868	60%	HUD	
Subtotal	12						
<b>TOTAL</b>	<b>38</b>						<b>8</b>

### UNIT AMENITIES

- Energy Star Appliances
- Solid Surface Countertops
- Storage and Coat Closets
- Upgraded Cabinets
- Central Air Conditioning/Heating
- Window Blinds
- Ceiling Fans
- Carpet/Tile (reserve right to have 100% tile)
- Patio or Balcony

### ARCHITECTURALS

A complete set of architectural plans can be found under Attachment "C".

## SOURCES & USES BUDGET

Source	Amount	Rate	Term	Unit	Use	Amount	Unit
Conventional Plans Loan	0	0.00%	16	\$	0		
Tax Credit Proceeds	8,538,390	0.00%	0	\$	218,933		
County - Land Lease	2,022,000	0.00%	99	\$	51,846		
LMIHAF Loan	1,898,214	3.00%	55	\$	48,672		
TUMF Waiver	243,008	0.00%	0	\$	6,231		
DIF Waiver	149,838	0.00%	0	\$	3,842		
County HOME	1,000,000	3.00%	55	\$	25,641		
Deferred Developer Fee	373,410	3.00%	10	\$	9,575		
	<b>\$ 14,224,861</b>				<b>\$ 364,740</b>		

Land Costs	\$ 2,022,000	\$ 81,846
Land Carry Costs	\$ 23,000	\$ 590
Insurance	\$ 170,210	\$ 4,364
Architecture and Engineering	\$ 1,255,282	\$ 32,187
Permit and Impact Fees	\$ 1,085,169	\$ 27,625
Furniture, Fixtures, and Equipmt.	\$ 75,000	\$ 1,923
Construction Contract	\$ 6,808,408	\$ 174,575
Soft Costs	\$ 344,756	\$ 8,840
Loan Fees and Interest	\$ 429,603	\$ 11,023
Legal Costs	\$ 186,146	\$ 4,773
Operating Reserves	\$ 54,795	\$ 1,405
Developer Fee	\$ 1,338,117	\$ 34,311
Project Contingency	\$ 432,056	\$ 11,078
	<b>\$ 14,224,861</b>	<b>\$ 364,740</b>

## EVIDENCE OF FINANCING COMMITMENTS

See Attachment "D" for the following financing commitment exhibits:

Exhibit 1: Tax Credit Reservation Letter

Exhibit 2: County of Riverside - Ground Lease, LMIHAF & HOME Financing

## 15-YEAR PRO FORMA

See Attachment "E" for the 15-Year Pro forma

## ENVIRONMENTAL CLEARANCES

CEQA Approved 6.17.14, No. 42435

NEPA Approved 5.18.11, No. 42435

See Attachment "F" for the Substantial Conformance Extension and Plot Plan Approval.

**7. Deconcentration of Poverty (20 points):** Use this section to show that the proposed project is located in a census tract with a poverty rate of no more than 20%. An exception to this requirement is possible if certain other conditions exist, i.e., there has been an overall decline in poverty rate over the past 5 years; the area is undergoing significant revitalization; new market rate units are being developed that would positively impact the poverty rate and other conditions. The proposal must provide evidence of the decline in poverty rate if project site is located in an area where the poverty rate is greater than 20%.

The proposed project is located in census tract 402.03. According to ERSI Population Summary contained in the Market Study, the ACS estimated 2008 - 2012 poverty level was estimated to be 17.2%. A copy of the datasheet can be found under Attachment "G".

**8. Project Accessibility (20 points):** Use this section to indicate the project's accessibility to transit, medical services, employment opportunities, and to key neighborhood assets (which must be identified), such as quality grocery stores, banks, libraries, and parks and recreational facilities. Proposal must include transit options for the immediate area, such as rails, bus, ride/bike share etc., and may include scoring indices for neighborhoods such as Walk Score (<http://www.walkscore.com>).

Vista Rio scored full asite amenity points in the tax credit program. See Attachment "H" for a complete list of amenities and corresponding photographs.

### Exhibit "B"

This is the Scope of Development attached to the Agreement to Enter into Housing Assistance Payments ("AHAP") by and between the Housing Authority of the County of Riverside ("HACR") and Jurupa Valley Vista Rio Partners, a California limited partnership.

The following is a summary of the scope of development for the Project:

Site Area	3.87 acres
Stories	2-3 Stories
Type of Housing	Multi-family
Total Number of Units / Total Residential Square Feet	38 family units + 1 manager unit Residential SF: 41,397
Types of Units (sizes)	27 two-bedroom units (1 Mgr. unit) 12 three-bedroom units
Type of Parking-	Open: 47 Covered: 48 Loading: 1 Accessible: 2 Accessible Covered: 1 <b>Total: 99 (20 Stalls/DU)</b>
Assessor's Parcel Nos.	181-041-015-4
Landscaping	A variety of plant and tree species that require low water use shall be provided in sufficient quantities based on landscaping practices in the general market area and low maintenance needs. We will meet the cities drought tolerance standards along with our Green Point Rated goals.
Energy Efficiency	Vista Rio will exceed California Code of Regulations Title 24 building standards by 30% or more by achieving <b>GreenPoint Gold</b> Rated energy efficiency.
Roofs	Roofing shall carry a three-year subcontractor guarantee and at least a 20-year manufactures warranty.
Exterior Doors	All Unit Entry Doors are Solid

	Core Insulated Fiberglass Doors, Field Painted and will have a minimum one year guarantee.
Appliances	Energy Star rated appliances, including refrigerators, dishwashers, stoves/ovens, water heaters, HVAC systems will be included in the units and energy star rated clothes washers will be provided in the laundry rooms.
Window Coverings	Palm will follow the title 24 standards.
Water Heater	Project is utilizing tank less water heaters to meet sustainability requirements. If we change to tank system we will follow the capacities as shown.
Floor Covering	Ceramic Tile is considered for all floor areas. At a minimum Palm will follow these standards: For light and medium traffic areas vinyl or linoleum shall be at least 3/32" thick; for heavy traffic areas it shall be a minimum 1/8" thick. A hard, water resistant, cleanable surface shall be required for all kitchen and bath areas. Carpet complying with U.S. Department of Housing and Urban Development/Federal Housing Administration UM44D, or alternatively, cork, bamboo, linoleum or hardwood floors shall be provided in all other floor spaces.
Paints & Stains	Use of Low Volatile Organic Compound (VOC) paints and stains (Non-flat: 150 g/l or less, Flat: 50 g/l or less) for all interior

	surfaces where paints and stains are applied.
Work items resulting from compliance with the design and construction of the Fair Housing Act and Implementing Regulations at 24 CFR 100.205 and the accessibility requirements under Section 504 of the Rehabilitation Act of 1973 and implementing regulations 24 CFR 8.22 and 8.23.	<p>Palm will comply with regulations.</p> <p>Public notification requirements by notifying beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap. All such notifications must be effective for those with impaired vision or hearing.</p> <p>Use telecommunication devices for deaf persons (TDDs) and make applications and leases available in braille or on audio tape for visually impaired applicants/ residents.</p> <p>Reserved Parking Lots/Spaces, Vehicle access clearance, Signage, Ramps/Curb Cuts, Passenger Loading/Unloading, Drinking Fountains (Interior and Exterior), Play Areas, etc.</p>

**Amenities:** Project will include a tot lot, laundry facilities, barbeque areas and an approximately 3,093 square foot community room. The community building will be equipped with a computer lab, kitchen and exercise room.

**Exhibit "B" Attachments:**

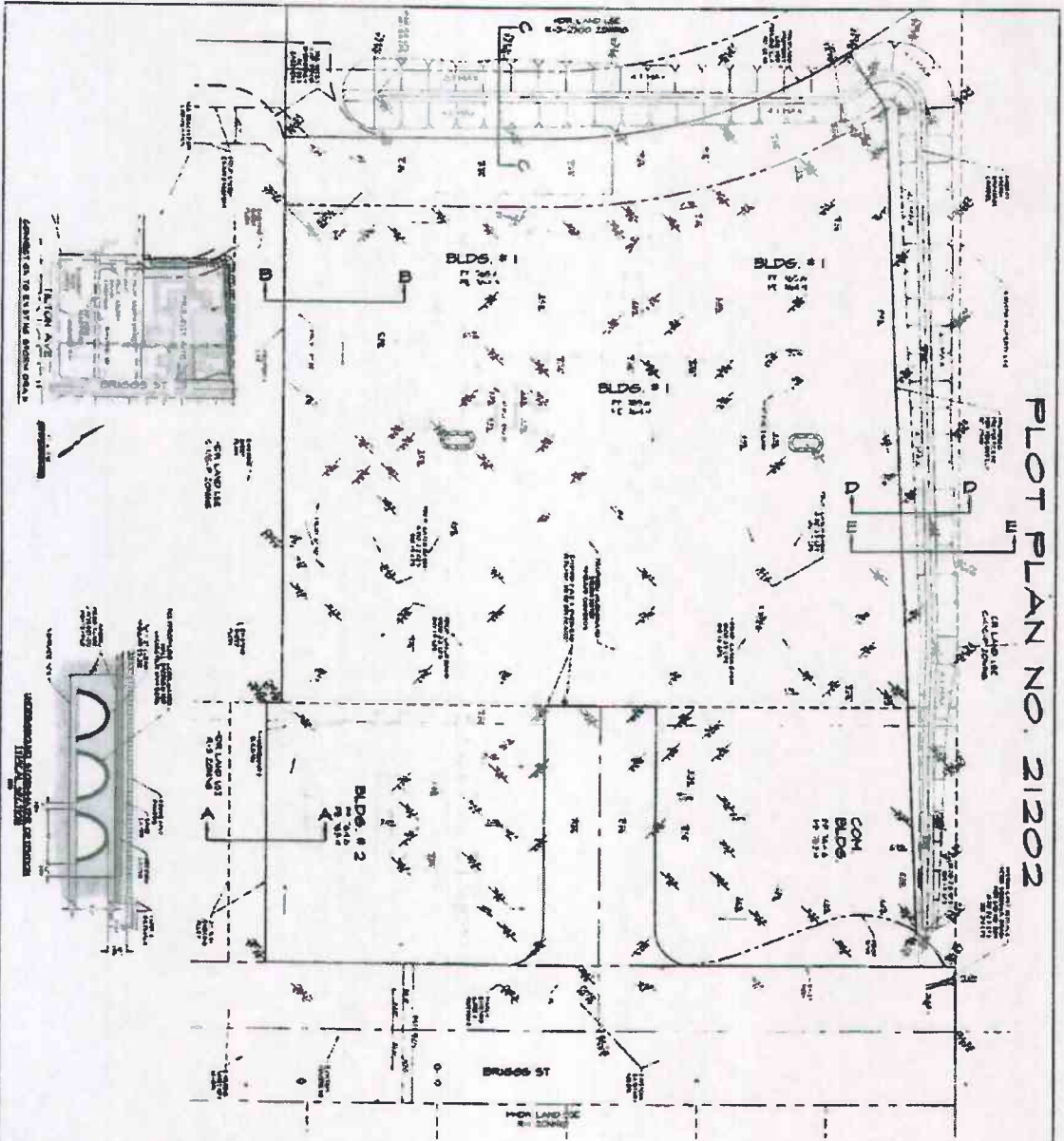
**Working Drawings and Specifications**

1





# PLOT PLAN NO. 21202



SECTION A-A



SECTION B-B



SECTION C-C



SECTION D-D INTERIM CONDITION



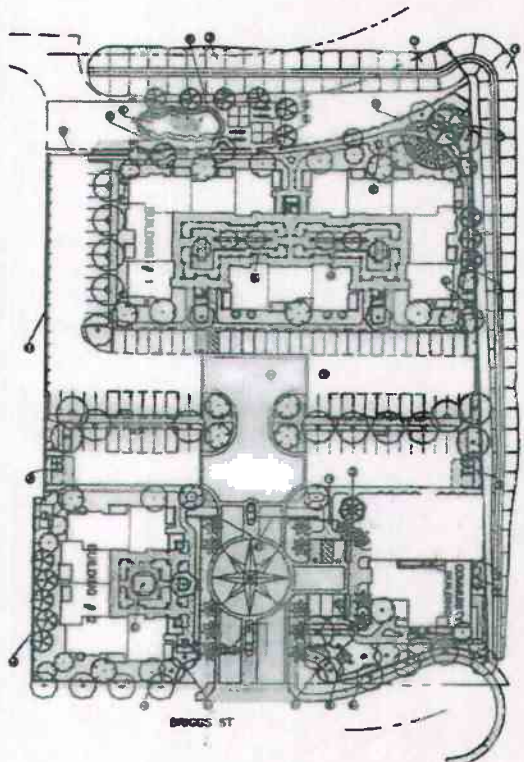
SECTION E-E ULTIMATE CONDITION WITH MISSION PLAZA



EXHIBIT 5  
PLOT PLAN 21202  
CITY OF ALBUQUERQUE  
CONVENTUAL PLAZA  
WATER







1. **What is the main purpose of the document?**  
 To provide information about the company's financial performance.

2. **What are the key findings of the report?**  
 The company has achieved a significant increase in revenue, but there is a concern about the rising costs of raw materials.

3. **What are the recommendations for the future?**  
 The company should focus on reducing costs and improving efficiency to maintain its competitive advantage.

4. **What is the conclusion of the report?**  
 Overall, the company's performance is positive, but it needs to address the challenges ahead to ensure long-term success.

[illegible][illegible][illegible]

**PALM**  
COMMUNITIES

of the University Inn, by a  
Palm Green Campus  
and a Village

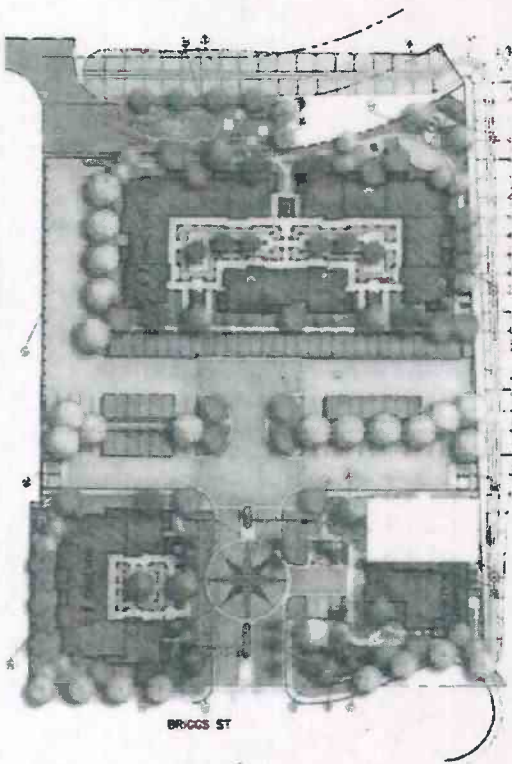
**Vista Rio Apartments**  
Jurupa Valley, California

Jurupa Valley, California

**PITASSI ARCHITECTS** 

2001 Bay Street, Suite 100 • San Francisco, CA 94133  
 Tel: 415.774.0000 • Fax: 415.774.0001 • [www.pitassi.com](http://www.pitassi.com)

**Exhibit '1' - Conceptual Landscape Plan**



**THE NEW YORK TIMES**  
 "The most important of these [new] technologies is the use of the Internet to disseminate information. The Internet is a powerful tool for disseminating information, and it is being used by a wide range of people, from individuals to governments. The Internet is also being used to disseminate information about the environment, and this is a very important use of the technology. The Internet is a powerful tool for disseminating information, and it is being used by a wide range of people, from individuals to governments. The Internet is also being used to disseminate information about the environment, and this is a very important use of the technology."

1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

2. The second step is to analyze the data. This involves looking at the sales figures for each product line and identifying any trends or patterns.

3. The third step is to develop a plan. This involves setting specific goals for each product line and determining the actions that need to be taken to achieve those goals.

4. The fourth step is to implement the plan. This involves putting the plan into action and monitoring the results.

5. The fifth step is to evaluate the results. This involves comparing the actual results to the targets and determining whether the plan was successful.

[illegible]

4th, 19th, 24th and 26th Dec	1977	1976-77	1975-76	1974-75	1973-74	1972-73	1971-72	1970-71	1969-70	1968-69	1967-68	1966-67	1965-66	1964-65	1963-64	1962-63	1961-62	1960-61	1959-60	1958-59	1957-58	1956-57	1955-56	1954-55	1953-54	1952-53	1951-52	1950-51	1949-50	1948-49	1947-48	1946-47	1945-46	1944-45	1943-44	1942-43	1941-42	1940-41	1939-40	1938-39	1937-38	1936-37	1935-36	1934-35	1933-34	1932-33	1931-32	1930-31	1929-30	1928-29	1927-28	1926-27	1925-26	1924-25	1923-24	1922-23	1921-22	1920-21	1919-20	1918-19	1917-18	1916-17	1915-16	1914-15	1913-14	1912-13	1911-12	1910-11	1909-10	1908-09	1907-08	1906-07	1905-06	1904-05	1903-04	1902-03	1901-02	1900-01	1899-00	1898-99	1897-98	1896-97	1895-96	1894-95	1893-94	1892-93	1891-92	1890-91	1889-90	1888-89	1887-88	1886-87	1885-86	1884-85	1883-84	1882-83	1881-82	1880-81	1879-80	1878-79	1877-78	1876-77	1875-76	1874-75	1873-74	1872-73	1871-72	1870-71	1869-70	1868-69	1867-68	1866-67	1865-66	1864-65	1863-64	1862-63	1861-62	1860-61	1859-60	1858-59	1857-58	1856-57	1855-56	1854-55	1853-54	1852-53	1851-52	1850-51	1849-50	1848-49	1847-48	1846-47	1845-46	1844-45	1843-44	1842-43	1841-42	1840-41	1839-40	1838-39	1837-38	1836-37	1835-36	1834-35	1833-34	1832-33	1831-32	1830-31	1829-30	1828-29	1827-28	1826-27	1825-26	1824-25	1823-24	1822-23	1821-22	1820-21	1819-20	1818-19	1817-18	1816-17	1815-16	1814-15	1813-14	1812-13	1811-12	1810-11	1809-10	1808-09	1807-08	1806-07	1805-06	1804-05	1803-04	1802-03	1801-02	1800-01	1799-00	1798-99	1797-98	1796-97	1795-96	1794-95	1793-94	1792-93	1791-92	1790-91	1789-90	1788-89	1787-88	1786-87	1785-86	1784-85	1783-84	1782-83	1781-82	1780-81	1779-80	1778-79	1777-78	1776-77	1775-76	1774-75	1773-74	1772-73	1771-72	1770-71	1769-70	1768-69	1767-68	1766-67	1765-66	1764-65	1763-64	1762-63	1761-62	1760-61	1759-60	1758-59	1757-58	1756-57	1755-56	1754-55	1753-54	1752-53	1751-52	1750-51	1749-50	1748-49	1747-48	1746-47	1745-46	1744-45	1743-44	1742-43	1741-42	1740-41	1739-40	1738-39	1737-38	1736-37	1735-36	1734-35	1733-34	1732-33	1731-32	1730-31	1729-30	1728-29	1727-28	1726-27	1725-26	1724-25	1723-24	1722-23	1721-22	1720-21	1719-20	1718-19	1717-18	1716-17	1715-16	1714-15	1713-14	1712-13	1711-12	1710-11	1709-10	1708-09	1707-08	1706-07	1705-06	1704-05	1703-04	1702-03	1701-02	1700-01	1699-00	1698-99	1697-98	1696-97	1695-96	1694-95	1693-94	1692-93	1691-92	1690-91	1689-90	1688-89	1687-88	1686-87	1685-86	1684-85	1683-84	1682-83	1681-82	1680-81	1679-80	1678-79	1677-78	1676-77	1675-76	1674-75	1673-74	1672-73	1671-72	1670-71	1669-70	1668-69	1667-68	1666-67	1665-66
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1. What is the difference between a non-competitive inhibitor and a competitive inhibitor?  
A competitive inhibitor binds to the active site of the enzyme, competing with the substrate for binding. A non-competitive inhibitor binds to a different site on the enzyme, causing a change in the enzyme's shape and reducing its activity.
2. What is the effect of a competitive inhibitor on the maximum velocity of an enzyme-catalyzed reaction?  
A competitive inhibitor does not affect the maximum velocity of the reaction, but it increases the apparent Michaelis constant ( $K_m$ ).
3. What is the effect of a non-competitive inhibitor on the maximum velocity of an enzyme-catalyzed reaction?  
A non-competitive inhibitor decreases the maximum velocity of the reaction, but it does not affect the apparent Michaelis constant ( $K_m$ ).
4. What is the effect of an uncompetitive inhibitor on the maximum velocity of an enzyme-catalyzed reaction?  
An uncompetitive inhibitor decreases both the maximum velocity and the apparent Michaelis constant ( $K_m$ ) of the reaction.
5. What is the effect of an allosteric inhibitor on the maximum velocity of an enzyme-catalyzed reaction?  
An allosteric inhibitor can either increase or decrease the maximum velocity of the reaction, depending on the specific inhibitor and enzyme.
6. What is the effect of an allosteric activator on the maximum velocity of an enzyme-catalyzed reaction?  
An allosteric activator increases the maximum velocity of the reaction by changing the enzyme's shape and increasing its activity.
7. What is the effect of a cofactor on the maximum velocity of an enzyme-catalyzed reaction?  
A cofactor is a non-protein molecule that is required for the enzyme to function. It can either increase or decrease the maximum velocity of the reaction, depending on the specific cofactor and enzyme.
8. What is the effect of a coenzyme on the maximum velocity of an enzyme-catalyzed reaction?  
A coenzyme is a non-protein molecule that is required for the enzyme to function. It can either increase or decrease the maximum velocity of the reaction, depending on the specific coenzyme and enzyme.
9. What is the effect of a prosthetic group on the maximum velocity of an enzyme-catalyzed reaction?  
A prosthetic group is a non-protein molecule that is permanently attached to the enzyme. It can either increase or decrease the maximum velocity of the reaction, depending on the specific prosthetic group and enzyme.
10. What is the effect of a heme group on the maximum velocity of an enzyme-catalyzed reaction?  
A heme group is a prosthetic group that is found in many enzymes, including hemoglobin. It can either increase or decrease the maximum velocity of the reaction, depending on the specific heme group and enzyme.

### Exhibit 'L' - Conceptual Landscape Plan

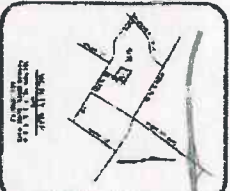


# PALM

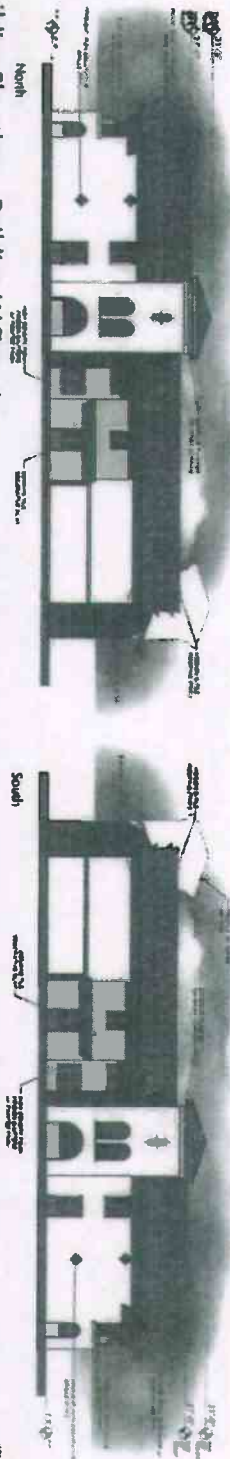
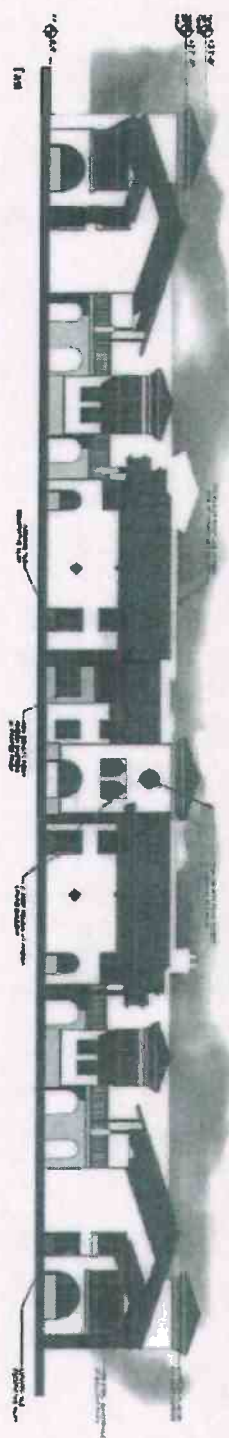
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## Vista Rio Apartments

Jurupa Valley, California







# Building Elevations - Building '1' Type A

Applicant: Land Owner: Redevelopment Agency of the County of Riverside 3403 10th St., Suite 500 Riverside, CA 92501 (951) 955-8274

## Exhibit "B.1" - Building Elevations



## Vista Rio Apartments

Jurupa Valley, California

APN 181-041-002, 004, 005

Architect:



PITASSI ARCHITECTS, INC. 10000 15th St., Suite 100, Torrance, CA 90504 (310) 571-1100



# Building Elevations - Building '1' Type A

Applicant:  
 Land Owner:  
 Redevelopment Agency of  
 the County of Riverside  
 1403 10th St., Suite 500  
 Riverside, CA 92501  
 (951) 953-0274



## Exhibit "B.2" - Building Elevations

### Vista Rio Apartments

Jurupa Valley, California

APN 181-041-002, 004, 008

Architect:



PITASSI ARCHITECTS, INC.  
 10000 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90024  
 (310) 277-1111



# Building Elevations - Building '1' Type A

Applicant:  
 Lead Owner:  
 Staff/Owner's Agency of  
 the County of Riverside  
 3403 10th St., Suite 500  
 Riverside, CA 92501  
 (951) 955-8274



## Exhibit "B.3" - Building Elevations

### Vista Rio Apartments

Lurupa Valley, California

APN 161-041-002, 004, 008

Architect:



PTASSI ARCHITECTS, INC.  
 10000 10th St., Suite 500  
 Lurupa Valley, CA 92501  
 (951) 955-8274

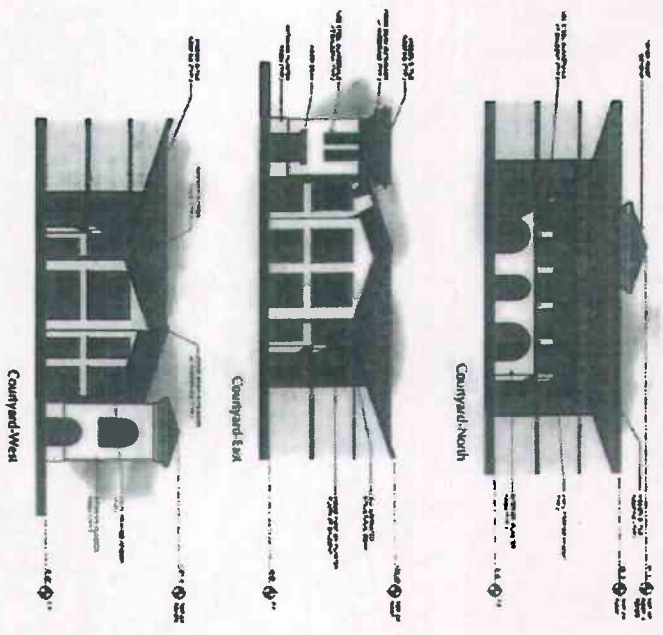
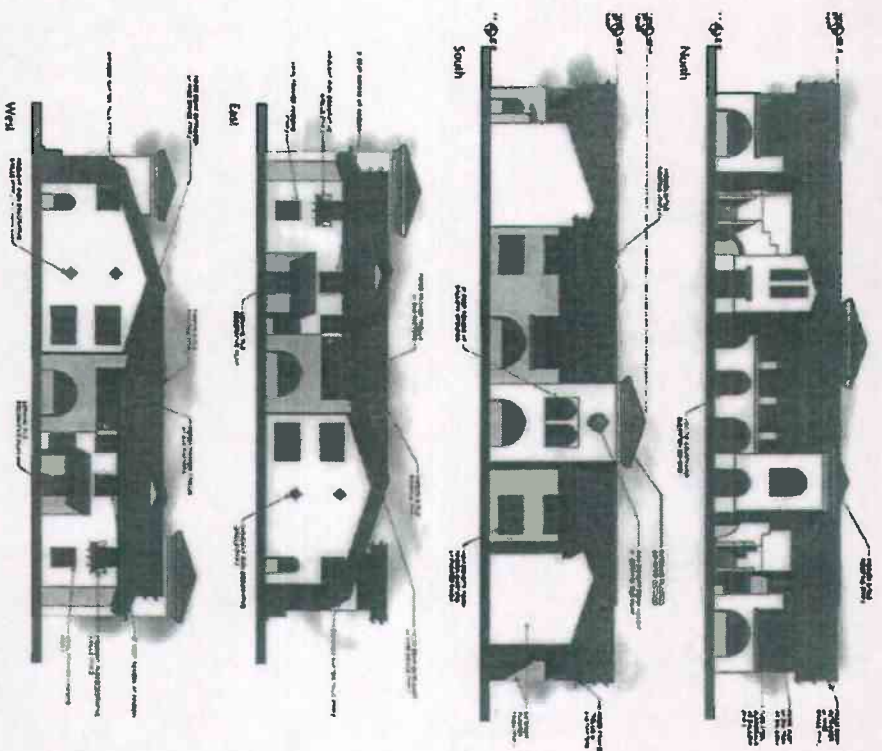


Exhibit "B.4" - Building Elevations

Building 2, Type 'C'

Applicant:  
**PALM**  
 COMMUNITIES  
 1400 West 10th Street  
 Suite 100  
 Torrance, CA 90501  
 (310) 555-0274

Land Owner:  
 Redevelopment Agency of  
 the County of Riverside  
 3400 10th Street, Suite 500  
 Riverside, CA 92501  
 (951) 955-0274

Vista Rio Apartments  
 Jurupa Valley, California

APN 181-041-002, 004, 008

Architect:  
**PITASSI ARCHITECTS, PC**  
 10000 Wilshire Blvd., Suite 1000  
 Los Angeles, CA 90024  
 (310) 274-1111

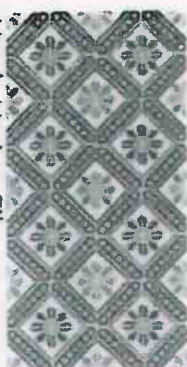




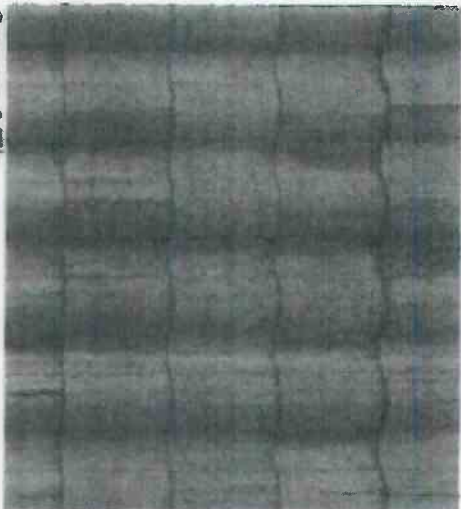
Exterior Shutters, Tube Steel Railings and  
Decorative Grilles  
Dunn Edwards DEC79-Woodlawn Green



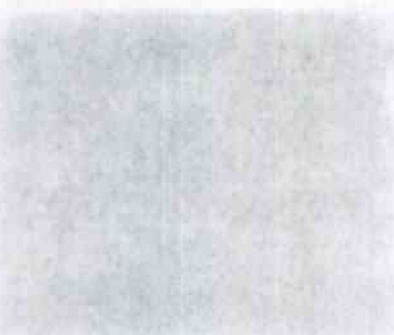
Exposed Wood Beams, Columns,  
Trim, etc.  
Dunn Edwards DEA159-Rich Mocha



Mosaic Mexican Tile



Concrete S-Tile  
Monier Lifetile - Barcelona - Casa Grande Blend



Exterior Plaster (Accent)  
La Habra X-72 Adobe

Exterior Plaster (Field)  
La Habra X-34 San Simeon

## Vista Rio Apartments

### Exterior Color and Materials Board

110632  
MAY 21, 2012

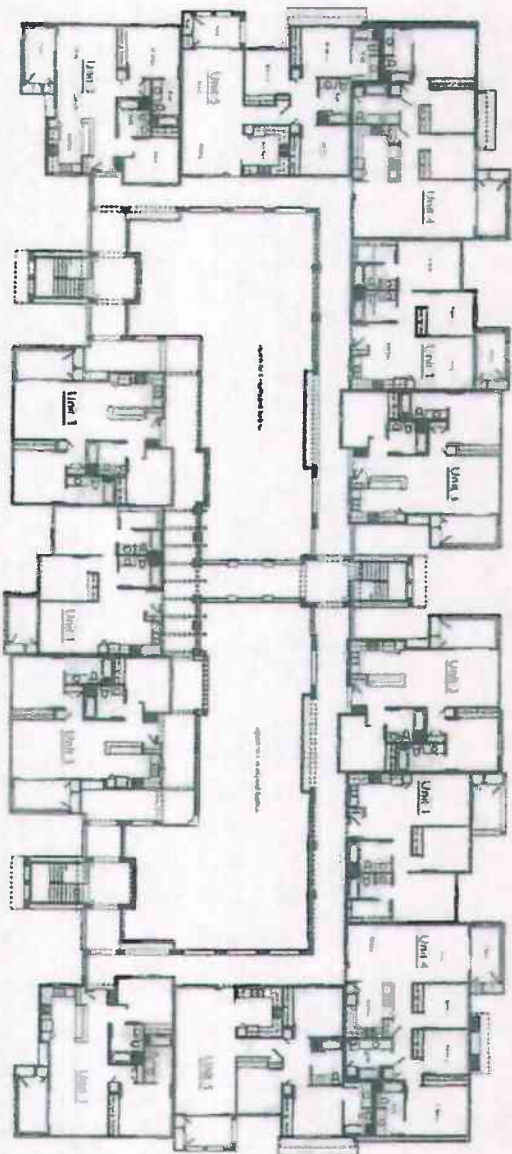


**PITASSI ARCHITECTS, INC.**

• 8410 Wilton Oak Ave., Suite 100 • Rancho Dominguez, CA 91770 •  
• TEL: 909-980-1340 • FAX: 909-944-9910 • email: pitassi@pitassiarchitects.com •







Building '1' - Second Floor Plan  
14,069 sq.ft.



1 and 1/2 acre  
Redevelopment Agency at  
the County of Riverside  
3403 10th St., Suite 300  
Riverside, CA 92501  
(951) 955-8274

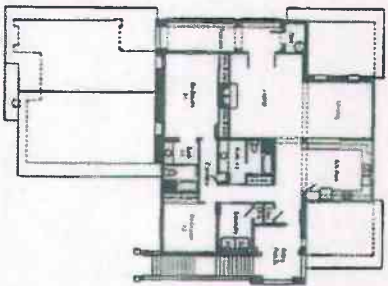
Exhibit "C.2" - Building Floor Plans

Vista Rio Apartments

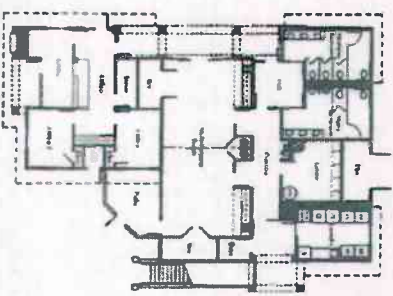
Imperial Valley, California

APN 181-001-007 004, 008





Community Building -  
Manager's Apartment/  
Upper Level Floor Plan  
1,903 sq.ft.



Community Building -  
Ground Level Floor Plan  
3,093 sq.ft.

2010 CBC:

B/R-3 Occupancy Group	3,093 sq.ft.
Type V-8 Construction	1,903 sq.ft.
Fully Sealed - (NEPA 1)	4,996 sq.ft.
Building Area:	
1st Flr.	3,093 sq.ft.
2nd Flr.	1,903 sq.ft.
Total Bldg.	4,996 sq.ft.



Architect:

PTASSI ARCHITECTS, INC.

# Exhibit "C.5" - Building Floor Plans

## Vista Rio Apartments

Jurupa Valley, California

APN 33-021-027 004 006



Land Owner:  
Redevelopment Agency of  
the County of Riverside  
3401 10th St., Suite 200  
Riverside, CA 92501  
(951) 955-4874

Photo 1, Facing SE corner of plot



Photo 2, Facing NW corner of plot



Photo 3, Facing SW corner of plot

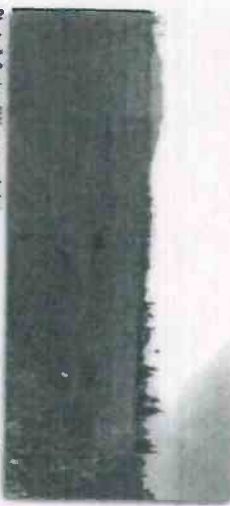
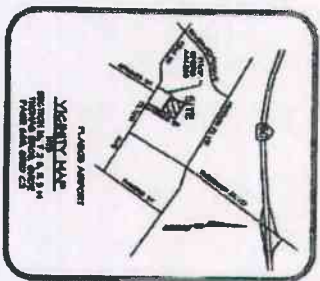
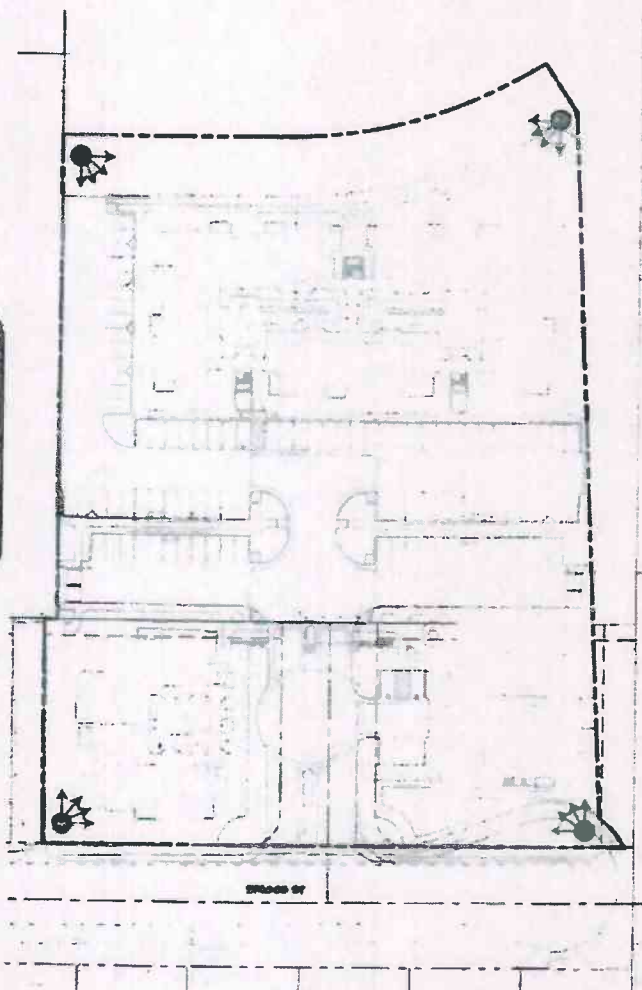


Photo 4, Facing NE corner of plot



Site Visit Project Photos  
Vista Rio





Exhibit "C"

This is the description of housing attached to the Agreement to Enter into Housing Assistance Payments ("AHAP") by and between the Housing Authority of the County of Riverside ("HACR") and Jurupa Valley Vista Rio Partners, a California limited partnership ("Owner").

Project Site: The project is located in a 3.87, located at 3801 Briggs Street, Jurupa Valley, CA; more specifically Assessor Parcel Number: 181-041-015-4

Total Number of Units in Project Covered by this Agreement: 8

Location of Contract Units on Site: Contract units will be located in "Building 1" on the attached map titled "Plot Plan No. 21201". Two 2-bedroom units and two 3-bedroom units will be located on the first floor and two 2-bedroom units and two 3-bedroom units will be located on the second floor.

Contract Unit Size: The two bedroom units are 1004 square feet and the three bedrooms are 1259 square feet.

Services/Maintenance/Equipment:

For supportive services see attachment to this Exhibit "C" for the Memorandum of Understanding with Life Skills Training and Educational Programs, Inc. , dated February 20, 2015

**MAINTENANCE OF THE IMPROVEMENTS:** Owner on behalf of itself and its successors, assigns, and each successor in interest to the Property and Project or any part thereof hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all applicable federal and state law and regulations and local ordinances. In addition, Owner its successors and assigns, shall maintain the improvements on the Property in the same aesthetic and sound condition (or better) as the condition of the Property at the time of the recordation of the Notice of Completion for the Project, reasonable wear and tear excepted. This standard for the quality of maintenance of the Property shall be met whether or not a specific item of maintenance is listed below. However, representative items of maintenance shall include frequent and regular inspection for graffiti or damage or deterioration or failure, and immediate repainting or repair or replacement of all surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy and attractive condition, including trimming, fertilizing and replacing vegetation as necessary; cleaning windows on a regular basis; painting the buildings on a regular program and prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in good working order. In the event Owner, its successors or assigns fails to maintain the Property in accordance with the standard for the quality of maintenance, the County or its designee shall have the right but not the obligation to enter the Property upon reasonable notice to Owner, correct any violation, and hold Owner, or such successors or assigns responsible for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

Equipment to be Provided by Owner at no charge to the tenant: Each unit shall be equipped with a stove and refrigerator that meets Housing Quality Standards.

**Utilities:**

Type of Utility/Appliance	Tenant Paid Utility	Owner Paid Utilities
Heat (Gas)		X
Cooking (Gas)	X	
Other Electric	X	
Air Conditioning	X	
Water Heating		X
Water Service		X
Sewer		X
Trash		X

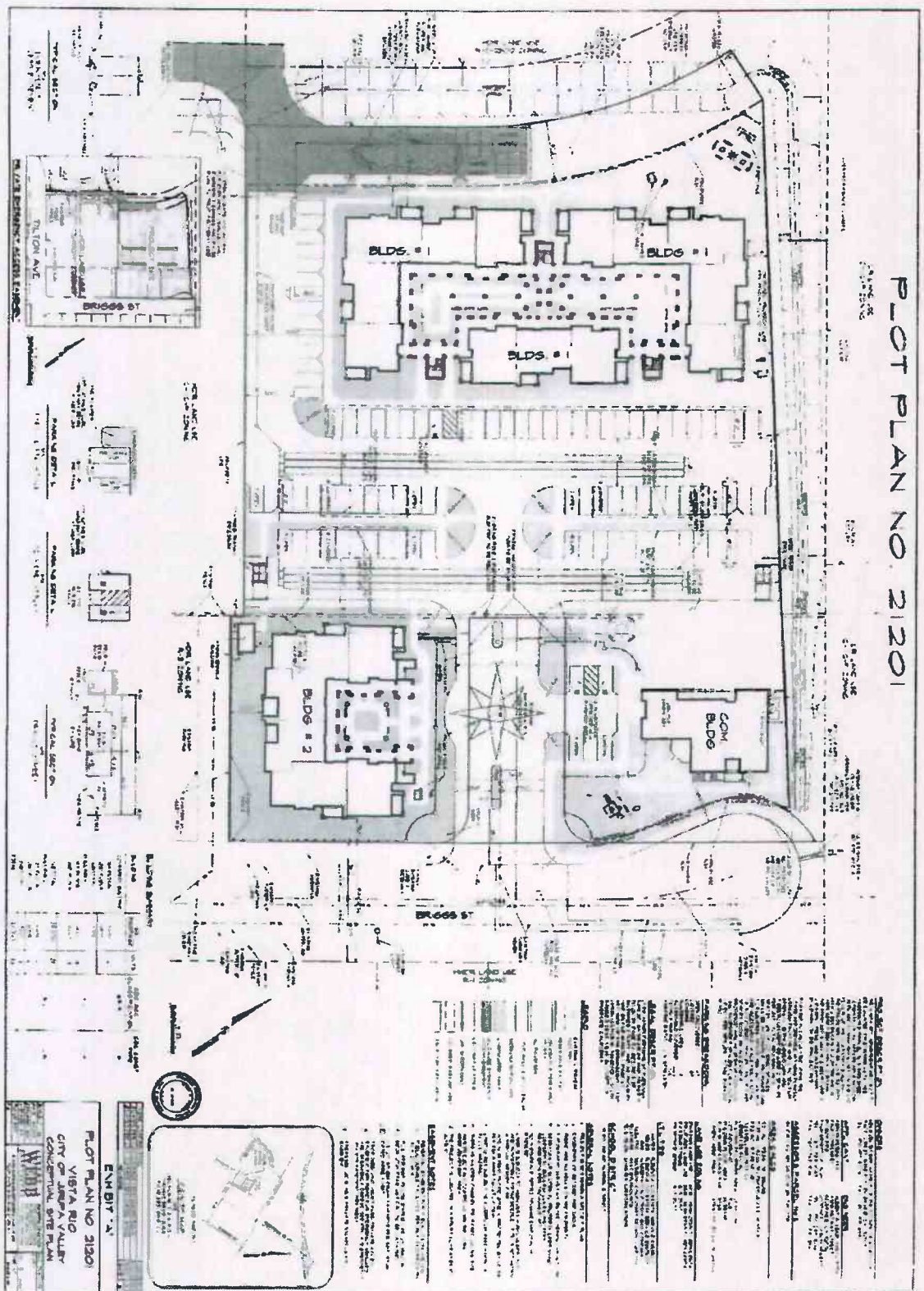
**Estimated Initial Rent to Owner for the contract units: Two-bedrooms \$974 and Three bedrooms \$1387**

**Exhibit "C" Attachments:**

**Plot Plan 21201**

**Memorandum of Understanding-Life Skills Training**

# PLOT PLAN NO. 21201



PLOT PLAN NO. 21201  
 VISTA RIO  
 CITY OF JEROME VALLEY  
 CONCEPTUAL SITE PLAN  
 1/1/2018

EXHIBIT A