

#### Housing Assistance Council

Building Rural Communities since 1971



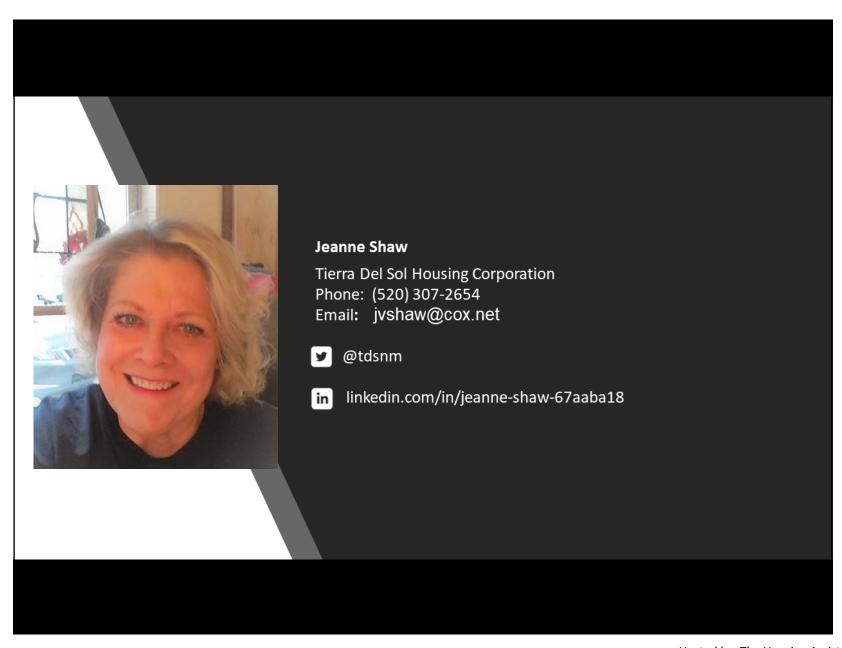


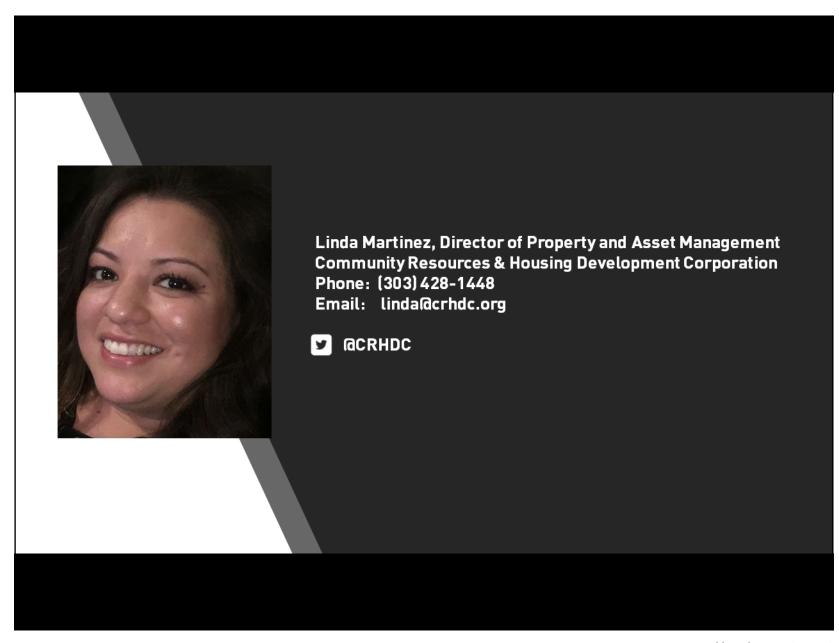


## FINANCING FARM LABOR HOUSING WITH USDA SECTION 514/516 FUNDING

Part 3: Construction and Lease-Up

February 28, 2018 2:00 pm ET





# Financing Farm Labor Housing with USDA Section 514/516 Funding:

## Completing the Construction and Lease Up Process

This is the final presentation in a series of three webinars presented by Tierra del Sol Housing Corporation and Community Resources and Housing Development Corporation in collaboration with the Housing Assistance Council to provide technical assistance services on the development of Farm Labor Housing using USDA Section 514/516 Funding







Presented and Sponsored by: Tierra del Sol Housing Corporation and Community Resources and Housing Development Corporation through a grant agreement with USDA Rural Housing Services

## Community Resources and Housing Development Corporation was established

in 1971 to address the intolerable conditions of migrant housing in rural Colorado through research and housing development

The mission has expanded over the years to address community needs in Urban and Rural markets on a state-wide and regional scale. This includes activities geared toward increasing the financial viability and sustainability of families and the communities in which they live and work.



## Tierra del Sol Housing Corporation (TDS)

was formed in 1973 to help rural New Mexicans achieve "the goal of a decent home and suitable living environment".

Today, Tierra del Sol is advancing the needs of farmworkers and rural families by sharing its technical expertise to help other organizations address their community's housing needs through Farm Labor Housing Technical Assistance, Self-Help Homeownership Opportunities and Workforce Investment Opportunity programs offered throughout the region and nationally. TDS also owns and manages more than 1,000 rental housing units serving low income families and special populations which includes almost 300 units for farm workers.

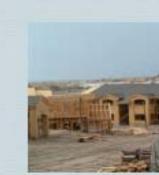
Recognized as a leading producer of affordable housing in the Southwest, the success attained by Tierra del Sol could only be achieved through its partnerships and collaborations with communities, housing advocates and stakeholders.

## **Tierra Del Sol Housing Corporation Farm Labor Housing Developments**



- > Desert Sun
- ➤ Desert Sun II
- Franklin VII Apts
- ➤ Mesquite Village
- Tierra Encantada
- Valle Verde II
- Valle Verde III







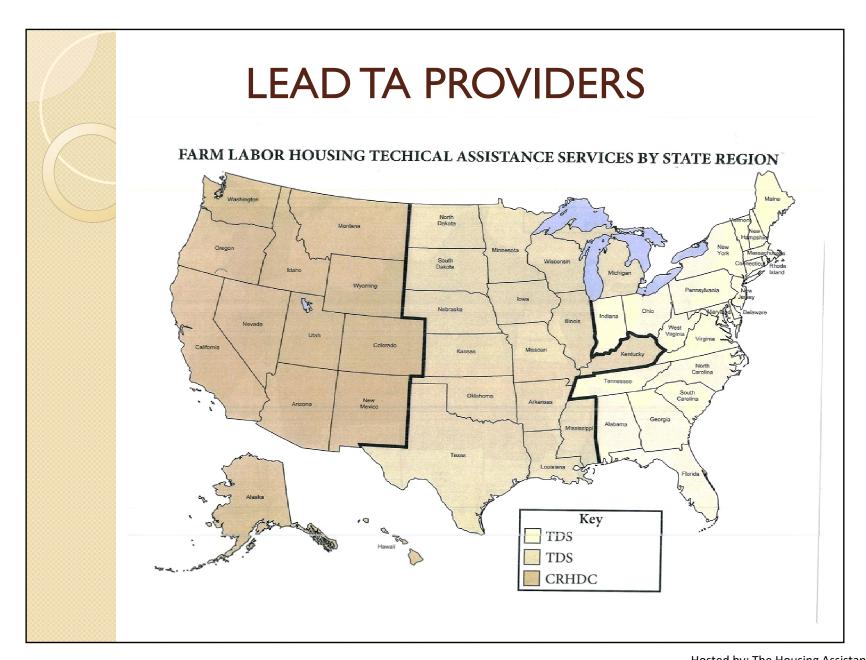
#### What is 514/516?

USDA Rural Development Section 514 is a loan that offers terms of 1% interest amortized over 33 years.

USDA Rural Development Section 516 is a grant. Only nonprofit organizations and government entities are eligible to receive a grant.

USDA allows up to \$3,000,000 per project.

Section 521 Rental Assistance or Operating Assistance can also be awarded.



#### Notice to Proceed

Final planning and zoning

Final Plans, specs, development costs,

Out for bid and bid opening

Finalize all funding commitments

Agreem

USDA and all other funding commitment loan closings

CNA and Appraisal

Final operating budget,
Management Plan,
Management
Agreement

## After the USDA legal review, USDA will issue written closing instructions

It is important to address each one of the items listed in the closing instructions. This will often involve working with your legal counsel.

Once all closing instructions have been met, and the required documentation has been submitted and approved by USDA, a closing date is set.

#### Pre-Construction Conference

- As we discussed in the 2<sup>nd</sup> Webinar, after the contractor has been selected and approved by USDA, it is often possible to hold the pre-construction conference prior to loan closing with USDA.
- The pre-construction conference can also take place after loan closing, however, it is important to understand that the contractor may not start construction until after the pre-construction conference has taken place.

### Other Leveraged Funds

- All funds leveraged to finance the project need to be in place in order to close on the USDA loan. This includes loans and grants.
- At the time of closing the USDA loan, it is necessary to also close on other lender financing to ensure all funds are in place to complete the project.

### Tracking Funds

- When there are multiple sources of funds in a project, the use of these funds need to be tracked. Your TA provider can provide sample spreadsheets that will help to track these Sources and Uses.
- The next slide shows a sample Sources and Uses budget.

Construction				USDA Grant \$ 1,674,076.00	USDA Loan \$ 750,000.00	Prarie Dev \$240,000.00	Cooper Clark \$60,000.00		Town \$192,000.00	Mkt Study \$5,000.00	In Kind Donation	Totals	Budget Remaining
Hard costs @ \$ 148.25 per foot 1456		\$	2,159,772.00									\$0.00	\$2,159,772.00
On Site Grading / Drainage & Alley Paving (D Frisch		\$	35,730.00									\$0.00	\$35,730.00
*Off Site Curb & Gutter & Street Improvements (D		\$	72,570.00									\$0.00	
*On and Off Site Construction re Sanitary Sewer (D	Frisch)	\$	22,400.00									\$0.00	
*On and Off Site Construction Water (D Frisch)		\$	35,600.00									\$0.00	
Garages (Change Request to Remove garages & re		\$	52,800.00									\$0.00	
Other Site improvements (Incl Maint Bldg/Utility Si	ned)	\$	50,000.00									\$0.00	
Landscaping		\$	60,000.00									\$0.00	
TOTAL CONSTRUCTION		\$	2,488,872.00									30.00	\$60,000.00
	Cost Per Sq Ft: \$ 170.	.85										\$0.00	\$0.00
Engineering/survey/soils (Incl D Frisch, Town Engi S	ite Const Obs)	\$	60,000.00				\$3,939.22	,					
Environmental Assessments and Testing	,	\$	6,000.00				40,000.22	\$ 6,000,00				\$3,939.22	
Sewer taps (Donation from Town of Stratton per le	tter)	s	36,000.00					\$ 0,000.00	\$36,000.00			\$6,000.00	
Water taps (Donation from Town of Stratton per le		\$	36,000.00						\$36,000.00			\$36,000.00	
Electrical (Per Estimate from KC Electric)	,	\$	16,732.00						\$30,000.00			\$36,000.00	
any utility upgrades		N/A	10,732.00									\$0.00	\$16,732.00
Contingency 7% (Hard Construction	on Costs)	\$	143,205.00									\$0.00	\$143,205.00
Architect Fallede Fixed rate contract	See Architect Tab	s	79,064.00									\$0.00	\$79,064.00
Market Study		\$	5,000.00							\$5,000.00		\$5,000.00	\$0.00
Comprehensive Needs Assessment (CNA)	Realty Check Inspections	s	4,500.00									\$0.00	
comprehensive needs Assessment (CNA)	nearly Check Inspections	>	4,500.00									\$0.00	
Appraisal	Gill Group	s	F 200 00									\$0.00	
Appreise	Gill Group	>	5,200.00									\$0.00	\$5,200.00
Title and Recording		\$	15,000.00									\$0.00 \$0.00	\$0.00 \$15,000.00
Post Construction Audit												\$0.00	\$0.00
Post Construction Audit		\$	6,000.00									\$0.00	\$6,000.00
Doct Forest Audit / Come Communician Manifester												\$0.00	\$0.00
Post Energy Audit / Green Communities Monitoring		\$	25,000.00									\$0.00	\$25,000.00
												\$0.00	\$0.00
Developer fee for SAF Expenses Ineligible for USDA/	CDBG/HOME Funds	\$	10,000.00				\$ 10,000.00					\$10,000.00	\$0.00
												\$0.00	\$0.00
In Kind Donation 4M Feeders (Amy Martel)		\$	20,000.00								\$ 20,000.00	\$20,000.00	\$0.00
												\$0.00	\$0.00
Legal		\$	7,000.00									\$0.00	\$7,000.00
												\$0.00	\$0.00
Land - Stratton Town Donation (Per Commitment Le	etter)	\$	120,000.00						\$120,000.00			\$120,000.00	\$0.00
												\$0.00	\$0.00
Initial USDA O&M		\$	58,000.00									\$0.00	\$58,000.00
												\$0.00	\$0.00
Davis Bacon Monitoring		\$	25,000.00									\$0.00	\$25,000.00
												\$0.00	\$0.00
Mgmt Office / Conference Room / Furnishing		\$	15,000.00									\$0.00	\$15,000.00
				\$ -	\$ - 5	-	\$ 13,939.27	\$ 6,000.00 \$	192.000.00	\$5,000.00	\$ 20,000.00	\$ 236,939.22	
REMAINING BALANCE				\$ 1,674,076.00						\$0.00	20,000.00	y 200,000.22	JE,544,033.78
								See Comment		\$0.00			
TOTAL ESTIMATED COSTS		\$	3,181,573.00										
	USDA Loan 1% 33yr	\$	750,000.00										
	USDA Grant	\$	1,674,076.00										
	Market Study recd	s		rairie Developmen	t & 4M Feeders Do	onation							
	DOH	5		er Commitment Le									
	town	. \$		and and Water / Se									
	4M Feeders	s		n Kind Donation									
	EPA environmental Estimate	Ś		rownfield Assessm	ent Grant Award -	Awarded at \$0.00	est to SAF						
	Cooper Clark Foundation	Š	60.000.00	er Commitment Le	tter - funds are au	arded as a grant	or to set						
	Funding Difference	\$	234,497.00			and and State							
*On and Off site expense definition:													
On-site are items that are within the street bound													
Off-site items are expenses directly related to the													
outside of the property site boundaries (i.e. cur	& gutter, water, sewer,												
electrical lines and street paving)													

### Closing the Loan with USDA

Refer to Handbook I-3560 Chapter 8

- Loan documents will need to be signed by staff that are authorized to sign them on behalf of the organization. They will need to attend closing to execute the official closing documents.
- It is also a good practice to have the project architect and legal counsel attend closing, particularly for those projects that are using LIHTCs.

#### Exhibit 8-1 Summary of Loan Closing Activities Performed by Agency Staff

#### **Preparing for Closing**

- Select closing agent or title insurance company;
- Review title opinion/insurance binder;
- Provide necessary documents to the Office of General Counsel (OGC) to prepare/finalize closing instructions;
   and
- Provide closing instructions and necessary documents to closing agent (see Attachment 8-A).

\*\*\*\*\*

#### Closing agent arranges closing date and prepares closing documents.

- Review promissory note and interest credit agreement;
- Determine size of initial check (if financing is by multiple advances); and
- Order loan check from St. Louis Office.

#### **Loan Closing**

Attend closing (if necessary).

Closing agent reviews closing documents with all parties, and obtains applicant signature on all closing documents, and disburses loan funds.

\*\*\*\*

#### **Post-Closing Activities**

Closing agent records mortgage or deed of trust and secures

- Obtain closing documents, review them to determine acceptability, and sign the closing instructions;
- Enter closing data into Automated Multi-Family Housing Accounting System (AMAS) [M1F] and establish the Amortization Effective Date (AED);
- Compile final documents in the loan file and forward them to OGC for review (if required); and
- Forward completed loan docket to Loan Servicing staff.

← Construction Begins for Multiple Advances

Construction >
Performed for
Interim Financing

#### HANDBOOK 1-3560: MFH LOAN ORIGINATION HANDBOOK

**Table of Contents** 

Chapter 1 - Introduction

Chapter 2 - MFH Programs and the Origination Process

Chapter 3 - Property Requirements

Chapter 4 - NOFA and Initial Application Process

Chapter 5 - Processing Final Applications - Stage 2

Chapter 6 - Participating with Other Funding Sources

Chapter 7 - Security Requirements

Chapter 8 - Loan Closing and Project Lease-Up

Chapter 9 - Project Construction

Chapter 10 - Subsequent Loans and Loans for Final Payments

Chapter 11 - Special Property Types

Chapter 12 - Farm Labor Housing Loans and Grants

Appendix 1 - 7 CFR part 3560

Appendix 2 - 7 CFR part 11

Appendix 3 - Forms Referenced in this Handbook

Appendix 4 - Handbook Letters

### First Draw Preparation

You will prepare the first draw to request funds at loan closing.

This first draw should request reimbursement for eligible pre-development costs that were paid upfront. Back-up documentation is required including evidence of how payment was made.

Be sure to coordinate this draw with contractor. If the contractor is ready to start construction, the first construction draw can be included.

#### Monthly Construction Draws are submitted by the Contractor APPLICATION AND CERTIFICATION FOR PAYMENT AIA DOCUMENT G702 Distribution to: OWNER ARCHITECT PERIOD TO: CONTRACTOR FROM CONTRACTOR: VIA ARCHITECT: PROJECT NOS: CONTRACT DATE: 08/29/17 CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contractor certifies that to the best of the Contractor's knowledge, Application is made for payment, as shown below, in connection with the Contract information and belief the Work covered by this Application for Payment has been Continuation Sheet, AIA Document G703, is attached. completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. 1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE: 0.1 % of Completed Work (Column D + E on G703) State of: Colorado County of: Library Subscribed and sworn to before me this 25th day of January, 2018. (Column F on G703) Notary Public: My Commission expires: Total Retainage (Lines 5a + 5b or ARCHITECT'S CERTIFICATE FOR PAYMENT Total in Column I of G703) 139,973.18 6. TOTAL EARNED LESS RETAINAGE In accordance with the Contract Documents, based on on-site observations and the data (Line 4 Less Line 5 Total) comprising the application, the Architect certifies to the Owner that to the best of the 7. LESS PREVIOUS CERTIFICATES FOR Architect's knowledge, information and belief the Work has progressed as indicated, PAYMENT (Line 6 from prior Certificate) the quality of the Work is in accordance with the Contract Documents, and the Contractor 8. CURRENT PAYMENT DUE ntitled to payment of the AMOUNT CERTIFIED. BALANCE TO FINISH, INCLUDING RETAINAGE CHANGE ORDER SUMMARY (Attach explanation if amount certified differs from the amount applied, Initial all figures on this Total changes approved Application and onthe Continuation Sheet that are changed to conform with the amount certified.) in previous months by Ow Total approved this Month TOTALS \$26,023.82 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contrac NET CHANGES by Change Order Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licenses.

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### Change Orders

- Many projects typically have construction contingency of 5-10%.
- The use of contingency funds needs to be tracked as change orders are approved.

#### Davis Bacon

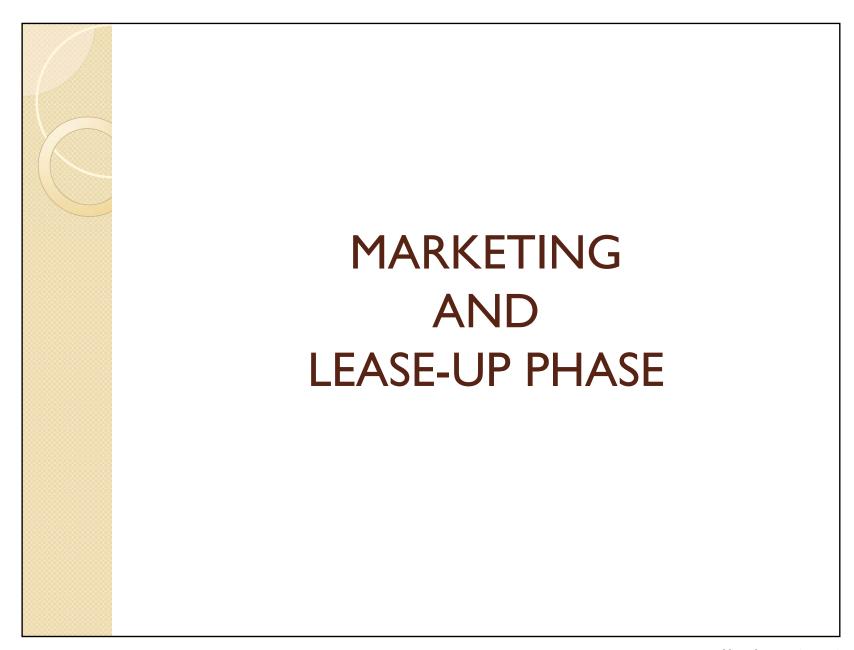
- Even if the wage rates your project will be paying is higher than those required by Davis Bacon, the Contractor is still required to provide monthly payroll reports.
- Compliance with Davis Bacon is conducted by one of two methods: either by a third-party firm hired by you, or when required by one of the funding sources, they will monitor Davis Bacon.
- If there are issues of non-compliance with Davis Bacon, the jobsite can be shut down until compliance is met.
- A pre-construction meeting regarding Davis Bacon is required and provides necessary information regarding reports, review process, etc.

### Energy Efficiency Certification: Coordination and Testing

- Projects that proposed meeting an Energy Initiative so the project would be awarded higher points at pre-application are required to demonstrate compliance with these construction standards.
- Other sources of funding such as LIHTC, HOME and CDBG may also require compliance with certain Energy Efficiency/Sustainability programs. Some of the more common programs are:
  - Enterprise Green Communities
  - EnergyStar for High Rise (four stories or higher) or EnergyStar for Homes. To achieve EnergyStar certification, a HERS rater must be part of the development team. The HERS rater will review and comment on construction drawings to ensure compliance with EnergyStar, and will also conduct at least three on-site inspections and testing. The HERS rater can work through the Architect's contract or by directly contracting with the developer.
- It is important to monitor compliance with Energy Efficiency standards with the entire development team throughout the Design and Construction phases of the project.

## Construction Close-Out and I I Year Warranty

- At the time of Construction Close-Out, a final walkthrough is conducted with USDA RD and the Construction, Design and Development team.
- After all punch list items are completed, the Architect will issue a Certificate of Substantial Completion.
- An II-month walk-through should then be scheduled with the Construction, Design and Development team.
  - The purpose of this second walk-through is to identify any construction issues that may need to be addressed under the General Contractor's Warranty.



#### HANDBOOK 2-3560 MFH ASSET MANAGEMENT HANDBOOK

#### **Table of Contents**

Chapter 1 - Introduction

Chapter 2 - MFH Programs and Asset Management

Chapter 3 - Property Management

Chapter 4 - Financial Management

Chapter 5 - Project Physical Conditions

Chapter 6 - Project Occupancy

Chapter 7 - Rent, Shelter Costs, and Utility Allowances

Chapter 8 - Rental Subsidies

Chapter 9 - Agency Monitoring

Appendix 1 - 7 CFR part 3560

Appendix 2 - 7 CFR part 11

Appendix 3 - Forms Referenced in this Handbook

Appendix 4 - Handbook Letters

Appendix 5 - Civil Rights Laws' Accessibility Requirements That Apply to the Multi-Family Housing

#### Initial Lease-Up

- When property management services will be provided in-house:
  - Provide training for staff on farmworker and income eligibility requirements, forms and processes, the Property Management Plan and Affirmative Fair Housing Marketing.
- When property management services will be provided by a third-party property management agent:
  - Select the Property Management Agent at least 90-120 days before occupancy is expected.
  - Provide the Property Management Agent with copies of the Property Management Plan and the Affirmative Fair Housing Management Plan, and monitor their compliance with these Plans.
- Initiate marketing activities at least 90 days before occupancy is expected.
  - Wait lists can be set up during the construction phase of the project.

through a grant agreement with USDA Rural Housing Services

### Affirmative Fair Housing

- Marketing efforts and marketing tools must comply with Affirmative Fair Housing requirements.
- Follow the Affirmative Fair Housing Marketing Plan (AFHMP) approved by USDA.
- The Fair Housing Poster must be prominently displayed in all offices/locations in which rental activity takes place (24 CFR 200.620(e)).
- The AFHMP must be available for public inspection at all rental offices/locations (24 CFR 200.625).

#### How do we reach to potential tenants?

- Local growers, feedlots, packing plants
- Local HeadStart Programs
- Local Schools
- Local health care providers
- Local service providers
- Local housing authority
- Local refugee resettlement programs
- Local Department of Labor

#### DETERMINING TENANT INCOME ELIGIBILITY AND RENT PAYMENT Form RD 3560-8 USDA-RURAL HOUSING SERVICE Form Approved OMB No. 0575-0189 (Rev. 08-11) TENANT CERTIFICATION PART I-PROJECT AND UNIT IDENTIFICATION 1. Effective 3. Borrower ID and Project Number 4. Unit Type 5. Unit Number 2. Project Name Date Initial Certification Recertification Modify Certificatio Cotenant to Tenant Assign/Remove RA Vacate a Unit Certification Expired & Eviction in Process WARNING STATEMENT: Section 1001 of Title 18, United States Code provides, "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be Modify Certification Designate 60 Day End 60 Day Absence Assign/Remove RA Vacate a Unit fined under this title or imprisoned not more than five years, or both." PART II-TENANT STATEMENT REQUIRED BY THE PRIVACY ACT: Title V of the Housing Act of 1949 authorizes RHS to collect the information on this form. Your disclosure of the information is voluntary. However, failure to disclose certain information may delay the processing of your eligibility or rejection. RHS will not deny eligibility fry our efuse to disclose your Social HOUSEHOLD INFORMATION Tenant Subsidy Code (enter code) 0 - No Deep Tenant Subsidy 1 - Rental Assistance (RA) This information is collected principally to determine eligibility for occupancy and to determine your tenant contribution for rent. However, the information collected may be released to appropriate Federal, State and Local Agencies, credit bureau 2 - Project Based Section 8 and Servicing agents when relevant to civil, criminal or regulatory proceedings or to enforce regulations by manual or 4 - Other Public RA automated verification procedures. 5 - Private RA 6 - HUD Voucher Round all monetary figures up to the nearest dollar at. 50 and above 14. Elderly, 7 - Other Types at Basic Rent Other Subsidy Indicator (leave blank if none, P-Partial or F-Full) Disabled or Handi-12a. Race Disabled. Other Subsidy Amount (For Partial) \$ Handicapped or Full-Time Determina 7. Social Security No. 8 Household Member Name 10. Date of Birth 12. Ethnicity tion Code cappe Student 18 or Older MM DD YY (Last, First and Middle Initial) (Complete this only (Complete when household this only when household member is a member Tenant or Co-Tenant the Tenant (Check Co-Tenant helow when coded Choices for Race are 8a. Number of Foster Children (if any ibove) Choices for Race Det. Code: American Indian or Alaskan Native Asian Customer Provided Total Elderly (Line 13) E - Employee Observed Status 3 - Black or African PART III- ASSET INCOME American 4 - Native Hawaiian or Pacific Islander 5 - White 15. Net Family Assets (NOTE: If Line 15 is less than \$5,000, enter zero on Line 16.) Choices for Ethnicity are 16. Imputed Income from Assets (Bank Passbook Savings Rate (\* ) x Line 15.) a - Hispanic/Latino b - Non-Hispanic Latino 17. Income from Assets PART IV- INCOME CALCULATIONS 19. Adjustments to Income a. Wages, Salaries, etc. a. \$480 x total of Line 13 b. \$400 if elderly status b. Soc. Sec., Pensions, etc, c. Medical exceeding 3% of Line 18f. c. Assistance d. Income Contributed by Assets d. Child Care e. Total Adjustments f. Annual Income 20. Adjusted Annual Income (Line 18.f. minus Line, 19.e.) g. Household Has Exempt Income PART V-INCOME LEVELS

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#### USDA's Role in Monitoring the Project

2.13 ASSET MANAGEMENT PROCEDURES FOR MULTI-FAMILY HOUSING	
PROJECTS	2-10
A. Property Management (Chapter 3)	2-10
B. Financial Management (Chapter 4)	
C. Project Physical Conditions (Chapter 5)	
D. Project Occupancy (Chapter 6)	
E. Rents, Shelter Cost, and Utility Allowances (Chapter 7)	
F. Rental Subsidies (Chapter 8)	
G. Agency Monitoring Compliance (Chapter 9)	
O. Agency Montoling Compilative (Chapter )	

#### Project Management for Farm Labor Housing

SECTION 5: PROJECT MANAGEMENT FOR LABOR HOUSING	3-31
3.21 PROJECT MANAGEMENT AND FEES	3-31
A. Off-Farm Labor Housing	3-31
B. On-Farm Labor Housing	3-31
3.22 INSURANCE REQUIREMENTS	3-31
A. Off-Farm Labor Housing	3-31
B. On-Farm Labor Housing	3-31
3.23 SPECIAL SERVICING REQUIREMENTS FOR SECTION 514 ON-FARM LABOR	
HOUSING.	3.32
A. Backgound	3.32
B. Policy	3.32
C. Definition of Rent.	
D. Servicing Actions	
E. Documentation accompanying problem case reports and required action	
F. Compliance concerns warranting attention and corrective action	
G. LH Compliance Conerns Detected after promissory Notes are Paid in Full	3.36

### Any questions???



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