

MEETING DATE: July 18, 2025

HCR25-051

SUBJECT: Preliminary Bond Authorization, Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing, Demolition and Loan Modification for Mercado Apartments

COUNCIL DISTRICT: 8

ORIGINATING DEPARTMENT: Real Estate

CONTACT/PHONE NUMBER: Jennifer Kreutter (619) 578-7709

REQUESTED ACTION:

Take the initial steps to issue up to \$75,000,000 in Housing Authority of the City of San Diego tax-exempt Multifamily Housing Revenue Bonds and \$5,000,000 in taxable bonds to facilitate the acquisition and new construction of 92 housing units and rehabilitation of 132 existing housing units for a total of 224 housing units at Mercado Apartments at 2001 Newton Ave. in the Barrio Logan neighborhood, which will consist of 222 affordable rental housing units and two unrestricted managers' units upon completion of the project. Additionally, recast certain existing San Diego Housing Commission existing loan terms and approve the property owner's request to demolish 12 of the existing 144 units (11 affordable units and one manager's unit); construct 91 new affordable housing units and one new unrestricted manager's unit for a net increase of 80 housing units; and rehabilitate 131 existing affordable housing units and one manager's unit.

EXECUTIVE SUMMARY OF KEY FACTORS:

- The Mercado Apartments property is an existing 144-unit multifamily affordable housing development in the Barrio Logan Redevelopment Project Area.
- It is within 0.4 of a mile from the Barrio Logan Trolley Station, 0.3 of a mile from a grocery store, 0.3 of a mile from a K-8 school, and 1.4 miles from a high school.
- The Mercado Apartments development consists of 23 two-story, garden-style buildings. The proposed project includes the development of a new four-story, 92-unit building, along with the rehabilitation of 132 existing units, bringing the total to 224 units.
- The developer is requesting SDHC's approval to demolish two existing buildings, consisting of 11 affordable housing units and one manager's unit, to enable the construction of 91 new deed-restricted affordable housing units and one unrestricted manager's unit for a net increase of 80 housing units at the property.
- The developer is requesting that the debt owed to SDHC (both principal and interest), be transferred, in its entirety, to the new owner/borrower: MAAC Mercado L.P. The loan terms would restart for a new 55 years, beginning at bond issuance.
- The developer is requesting that SDHC take the initial steps to issue \$75,000,000 of Housing Authority tax-exempt Multifamily Housing Revenue Bonds and \$5,000,000 of taxable bonds to facilitate the acquisition and new construction of 92 housing units and rehabilitation of 132 existing affordable housing units.
- The rehabilitation work will consist of interior unit improvements (including new appliances, painting, and vinyl flooring) and exterior improvements (such as painting, finishes, and other elements). The scope also entails the rehabilitation of the community room, laundry facilities, and children's playground. Attachment 5 has a summary of the rehabilitation scope of work.
- The proposed project has an estimated total development cost of \$95,956,136 (\$428,385/unit.)
- The developer is Metropolitan Area Advisory Committee on Anti-poverty of San Diego County Inc. (MAAC).

Item 104



REPORT

DATE ISSUED: July 10, 2025

REPORT NO: HCR25-051

- **ATTENTION:** Chair and Members of the San Diego Housing Commission Board of Commissioners For the Agenda of July 18, 2025
- **SUBJECT:** Preliminary Bond Authorization, Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing, Demolition and Loan Modification for Mercado Apartments

COUNCIL DISTRICT: 8

Preliminary Bond Authorization and Tax Equity and Fiscal Responsibility Act (TEFRA) hearings are scheduled to be heard by the San Diego Housing Commission (SDHC) Board of Commissioners on July 18, 2025, at 9 a.m. Any two members of the Housing Authority of the City of San Diego (Housing Authority) or San Diego City Council (City Council) may request that these hearings not take place and instead be heard by the Housing Authority and City Council by giving notice to SDHC's President & Chief Executive Officer, or designee, within seven days of the date of this notice.

REQUESTED ACTIONS

Take the initial steps to issue up to \$75,000,000 in Housing Authority of the City of San Diego taxexempt Multifamily Housing Revenue Bonds and \$5,000,000 in taxable bonds to facilitate the acquisition and new construction of 92 housing units and rehabilitation of 132 existing housing units for a total of 224 housing units at Mercado Apartments at 2001 Newton Ave. in the Barrio Logan neighborhood, which will consist of 222 affordable rental housing units and two unrestricted managers' units upon completion of the project. Additionally, recast certain existing San Diego Housing Commission existing loan terms and approve the property owner's request to demolish 12 of the existing 144 units (11 affordable units and one manager's unit); construct 91 new affordable housing units and one new unrestricted manager's unit for a net increase of 80 housing units; and rehabilitate 131 existing affordable housing units and one manager's unit.

STAFF RECOMMENDATIONS

That the San Diego Housing Commission (SDHC) Board of Commissioners (Board) take the following actions, as described in this report:

- 1) Approve the owner's request to perform the following at Mercado Apartments, an affordable housing development at 2001 Newton Ave. in the Barrio Logan neighborhood:
 - a. Demolish 12 of the 144 existing housing units (11 deed-restricted affordable housing units and one unrestricted manager's unit)
 - b. Build 91 new deed-restricted affordable housing units and one unrestricted manager's unit, for a net increase of 80 housing units at the property.
 - c. Rehabilitate 131 existing deed-restricted affordable units and one unrestricted manager's unit
- 2) Recast certain existing SDHC loan terms as described in this report.
- 3) Approve the following steps to issue \$75,000,000 in Housing Authority of the City of San Diego tax-exempt Multifamily Housing Revenue Bonds and \$5,000,000 in taxable bonds to facilitate

the acquisition and new construction of 92 housing units and rehabilitation of 132 existing housing units at Mercado Apartments, an affordable housing development at 2001 Newton Ave. in the Barrio Logan Neighborhood, which, upon completion, will consist of 224 housing units, of which 222 will remain affordable for 55 years for households earning 30 percent to 60 percent of San Diego's Area Median Income (AMI) and two will be unrestricted manager units:

- a. Issue a bond inducement resolution (Declaration of Official Intent) for up to \$75,000,000 in Multifamily Housing Revenue Bonds for the development of Mercado Apartments by MAAC Mercado L.P., a California limited partnership formed by Metropolitan Area Advisory Committee on Anti-poverty of San Diego County Inc. (MAAC).
- b. Authorize an application (and subsequent applications, if necessary) to the California Debt Limit Allocation Committee (CDLAC) for an allocation of authority to issue tax-exempt private activity bonds in an amount up to \$75,000,000 for Mercado Apartments; and
- c. Approve the bond financing team of Anzel Galvan LLP as the Bond Counsel and Ross Financial as the Financial Advisor.
- 4) Authorize SDHC's President and Chief Executive Officer (President and CEO), or designee, to execute any and all documents that are necessary to effectuate the transaction and implement these approvals in a form approved by General Counsel and Bond Counsel, and to take such actions as are necessary, convenient, and/or appropriate to implement these approvals upon advice of General Counsel and/or the Bond Counsel.
- 5) Hold a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing regarding the Housing Authority's issuance of Multifamily Housing Revenue Bonds in an amount up to \$75,000,000 to facilitate the acquisition, new construction, and rehabilitation of Mercado Apartments.

Table 1 - Development Details

Table 1 – Development Details			
Developer	Metropolitan Area Advisory Committee on Anti-poverty of San Diego County Inc. (MAAC)		
Address	2001 Newton Ave., San Diego, CA 92113		
Council District	8		
Community Plan Area	Barrio Logan		
Development Type	New construction and rehabilitation		
Construction Type	Туре V		
Stories	One four-story building with 92 units (new construction) 23 two-story buildings with 132 units (rehabilitation)		
Parking Type	212 existing surface parking spaces <u>-118</u> parking spaces will be eliminated due to the proposal 94 net surface parking spaces will remain		
Local Amenities	<u>Mass Transit</u> : Barrio Logan Trolley Station is 0.4 of a mile from the subject site. <u>Grocery</u> :		

SUMMARY

Housing Type	 Northgate Market, 1950 Main Street, is 0.3 of a mile from the subject site. <u>Schools</u>: Perkins Elementary (K-8), is 0.3 of a mile from the subject site. Garfield Senior High is 1.4 miles from the subject site. Affordable multifamily for individuals and families
Accessibility	Wheelchair accessibility in 15 percent (34) of the units, and 10 percent (22) of the units will be accessible to residents with visual/and/or hearing impairment.
Lot Size	Approximately 4.34 acres, 189,050 square feet
Units	222 deed-restricted affordable residential units and two unrestricted managers' units
Density	51.6 dwelling units per acre (224 units ÷ 4.34 acres = 51.6 dwelling units/acre)
Unit Mix	New Construction: 34 one-bedroom units 31 two-bedroom units + 27 three-bedroom units 92 Subtotal units Rehabilitation: 16 one-bedroom units 56 two-bedroom units + 60 three-bedroom units 132 Subtotal units 224 Combined Total Units
Gross Building Area	242,291 Total square feet (105,911 sq. ft. new construction + 136,380 sq. ft. rehab)
Net Rentable Area	210,375 Total square feet (81,459 sq. ft. new construction + 128,916 sq. ft. rehab)
Affordable Units in Service_by Council District	Council District 8 includes 4,715 affordable rental housing units currently in service, which represents 16 percent of the 28,468 affordable rental housing units in service citywide.

Background

The Mercado Apartments property is an existing 144-unit multifamily affordable housing development at 2001 Newton Ave., San Diego, CA 92113, in the City of San Diego's (City) Barrio Logan Redevelopment Project Area (Attachment 1 – Site Map). On June 11, 1992, MAAC and the Redevelopment Agency of the City of San Diego (the Former RDA) signed a Development and Disposition Agreement (DDA), whereby MAAC would construct 144 units for low-income and very low-income households. On November 16, 1992, the Former RDA, MAAC, and SDHC executed a Loan

Agreement, whereby MAAC would acquire the property using two separate loans from the Former RDA (Loan One for \$1,425,000, and Loan Two for \$700,000). SDHC agreed to loan the Former RDA \$1,425,000 to fund Loan One for MAAC. SDHC's loan terms were 6 percent simple interest, with principal and interest deferred and due in 55 years. In 1994, Mercado Apartments was constructed. As of June 5, 2025, SDHC is owed approximately \$2,866,909 (\$1,425,000 in principal plus \$1,430,909 in interest). In 1994, MAAC purchased and rehabilitated Mercado Apartments using financing that included tax-exempt Multifamily Housing Revenue Bonds with a 55-year affordability term.

On February 1, 2012, pursuant to State law, the Former RDA was dissolved. The City became the Successor Agency and, as such, assumed the Former RDA's rights and obligations. On September 2, 2015, the Successor Agency/City, MAAC, and SDHC agreed to reduce the existing restricted 144 units to 142 restricted units. Two of the 144 units became unrestricted managers' units.

The Development

The Mercado Apartments development consists of 23 two-story, garden-style buildings. The proposed project includes the development of a new four-story, 92-unit building, along with the rehabilitation of 132 existing units, bringing the total to 224 units.

<u>Summary</u>

144 Mercado's Existing Units

-12 Units Proposed to be Demolished

132 Subtotal

+92 Proposed New Construction Units

224 Total Units (including two managers' units)

The developer proposes that SDHC apply to CDLAC as a combined "New Construction Project" for an allocation to issue up to \$75,000,000 of Housing Authority of the City of San Diego tax-exempt Multifamily Housing Revenue Bonds to facilitate the acquisition and new construction of 92 housing units and rehabilitation of 132 housing units. CDLAC approval will be required.

Developer's Requests

- Demolition of Affordable Units An existing SDHC regulatory agreement governs the existing
 affordable housing units at Mercado Apartments. The developer is requesting SDHC's approval
 to demolish two existing buildings, consisting of 11 affordable housing units and one manager's
 unit, to enable the construction of 91 new deed-restricted affordable housing units and one
 unrestricted manager's unit for a net increase of 80 housing units at the property.
- Recasting of Existing Debt The developer is requesting that the debt owed to SDHC (both principal and interest), be transferred, in its entirety, to the new owner/borrower: MAAC Mercado L.P. The loan terms would restart for a new 55 years, beginning at the close of the current escrow. SDHC staff will evaluate any other changes on a case-by-case basis.
- 3. Facilitate Project Financing The developer is requesting that SDHC take the initial steps to issue \$75,000,000 of Housing Authority tax-exempt Multifamily Housing Revenue Bonds and \$5,000,000 of taxable bonds to facilitate the acquisition and new construction of 92 housing units and rehabilitation of 132 existing affordable housing units.

The Property

The site is improved with 23 two-story, garden-style residential buildings containing 144 one-, two- and three-bedroom units and a two-story, elevator-served community building containing a community room with kitchen, computer room, leasing office, service coordination space, and

an on-site daycare space. The property was built in 1994 and has not had any significant rehabilitation to the property since that date. The buildings are wood-frame construction on concrete-slab foundations with painted stucco exteriors and flat roofs. The site also contains a laundry building, playground, and perimeter fencing. The Mercado Apartments development currently has 212 existing parking spaces. Of those, 118 existing parking spaces will be eliminated, along with demolishing 12 existing units, due to the proposal to construct 92 new housing units. This will result in 94 surface parking spaces remaining at the property. Mercado Apartments is currently 96 percent occupied and maintains a waiting list of approximately eight years.

Surrounding Land Uses

Land uses surrounding Mercado Apartments include a combination of residential, commercial and residential mixed-use, office, commercial, recreational, civic, and institutional uses.

<u>Appraisal</u>

An appraisal of the subject site with an effective date of March 25, 2025, valued the property at \$33,340,000. The developer obtained the appraisal which Kinetic Valuation Group conducted.

Prevailing Wages

The proposed project is not subject to payment of either federal or state prevailing wages because it will not use federal nor state funds.

Project Sustainability

Mercado Apartments will comply with the California Tax Credit Allocation Committee's (CTCAC) minimum energy efficiency standards. Mercado will feature a redesigned landscape that will significantly reduce water usage, aligning with California's ongoing water conservation efforts. All units will be equipped with water-efficient fixtures and energy-saving appliances, which will result in lower utility costs. Also, the installation of dual-pane windows will enhance insulation, promote indoor comfort, reduce +noise, and result in lower energy costs.

Accessibility

CTCAC regulations require projects receiving tax credits to have accessible units for persons with disabilities. New construction projects must provide 15 percent of units with wheelchair/mobility features, and 10 percent of units must be accessible to residents with visual and/or hearing impairment issues.

- Preference for Accessible Units: Projects with accessible units must prioritize individuals with disabilities who need the accessibility features.
- Marketing and Outreach: Owners and managers are obliged to inform eligible individuals about the availability of accessible units and take steps to maximize their use by those who need them.

The units at Mercado Apartments will be accessible in accordance with the Americans with Disabilities Act.

Relocation

In April 2022, Laurin Associates prepared a Mercado Apartments relocation plan. Tenants in the two to-be-demolished buildings will need to be permanently relocated. Displaced tenants will be given a preference for available vacant on-site units to minimize impact. If no vacant on-site unit is available, the relocation consultant will work with the residents to find suitable substitute housing and relocation assistance in accordance with applicable law and the Mercado Apartments relocation plan. The developer has proposed offering displaced persons a unit back

at Mercado Apartments. Any tenants who may be permanently displaced due to the demolition will be supported throughout this process. The developer will comply with all applicable laws/regulations and the relocation plan. The project pro forma shows \$1,500,000 is budgeted for the temporary relocation, and \$800,000 is budgeted for the permanent relocation. The developer is in the process of updating the Mercado's relocation plan.

For rehabilitation-only units, in accordance with the relocation plan, the developer will temporarily relocate tenants to available units on- and off-site while the work on their unit is completed. The general contractor will strive to minimize the amount of time tenants will need to be displaced. The developer estimates temporary displacement of two to four weeks, depending upon the extent of the scope of rehabilitation work needed for the unit. Attachment 4 has details of the relocation plan.

Rehabilitation Scope

The rehabilitation work will consist of interior unit improvements (including new appliances, painting, and vinyl flooring) and exterior improvements (such as painting, finishes, and other elements). The scope also entails the rehabilitation of the community room, laundry facilities, and children's playground. Attachment 5 has a summary of the rehabilitation scope of work.

Development Team

Mercado Apartments will be owned by MAAC Mercado L.P., an affiliate of MAAC. The general contractor, Sun Country Builders, will construct the development. The tax credit investor will be identified later in the development process. Founded in 1965 and based in San Diego, MAAC is a nonprofit, mission-driven organization. MAAC's mission statement is, "Maximizing self-sufficiency with families and individuals through high-quality programs and advocacy in our communities." MAAC has developed 941 units of affordable housing; 311 are new construction, and 630 are re-syndication. MAAC works to build a supportive community that includes quality property management, tenant governance councils, culturally sensitive social services, work skill enhancement programs, community leadership and organization, and intervention strategies for children and youth. A comprehensive residents' program is provided, which includes a diverse and culturally appropriate library, an After School Reading Program, on-site childcare (Head Start), a lunch program, and summer camp participation programs. Experienced Community Development staff, resident volunteers, college, high school and other community volunteers support these on-site programs.

ROLE	FIRM/CONTACT
Developer	MAAC
Owner/Borrower	MAAC Mercado L.P.
General Partner	MAAC
Administrative Limited Partner	To be determined
Tax Credit Investor Limited Partner	To be determined
Architect	Martinez & Cutri
General Contractor	Sun Country Builders
Property Management	Hyder Property Management Professionals
Construction lender	To be determined
Permanent lender	To be determined

Table 2 - Development Team Summary

Tenant services provider	MAAC
Relocation Consultant	Laurin Associates

Property Management

Hyder Property Management Professionals (Hyder) is a highly experienced property manager that currently manages 122 affordable properties, totaling 7,890 units throughout California. It is headquartered in San Marcos, CA. For over 50 years, Hyder has implemented a wide range of federal and state housing programs while specializing in serving multifamily housing, seniors housing, and special needs housing. Hyder has successfully worked as property manager on multiple developments that have utilized SDHC loans and bonds.

Tenant Services Provider

MAAC will be the Tenant Services Provider. MAAC offers centralized, comprehensive services based on a case management and resource navigation model to promote economic mobility through connecting to resources such as CalWorks, job search assistance, resume and interview coaching, access to vocational training programs, referrals to immigration assistance, securing unemployment benefits, referrals to energy assistance programs, referrals to food assistance, access to free or lowcost medical insurance, free income tax preparation services, connecting to the CalFresh food distribution program, referrals to Feeding San Diego's food distribution program, first-time homebuyer education, credit counseling, and debt counseling.

FINANCING STRUCTURE

Mercado Apartments has an estimated total development cost of \$95,956,136 (\$428,385/unit). Financing will include a combination of tax-exempt Multifamily Housing Revenue Bonds, 4 percent tax credits, sponsor notes, and deferred developer fee. Financing will include a combination of sources as described in Table 3. The developer's pro forma is included as Attachment 3 and is summarized below.

Permanent Financing Sources	Amounts	Permanent Financing Uses	Amounts	Per Unit
Permanent Loan	14,947,000	Acquisition Costs	\$21,010,000	\$93,795
City of San Diego Community Development Block Grant (CDBG) Loan	15,275,000	Rehabilitation PortionConstruction Costs\$25,107,504Gen'l/Profit/Overhead3,515,050GC Ins/Bond456,613Contingency+ 1,453,958Total construction\$30,533,125	30,533,125	136,309
Accrued Deferred Interest – City of San Diego CDBG Loan	2,179,502	New Construction PortionDemolition Costs\$ 188,264Rehab Costs10,753,557Gen'I/Profit/Overhead1,586,531GC Ins/Bond268,656Site Improvements390,551Contingency+ 1,318,756Total construction\$14,506,315	14,506,315	64,760
Sponsor/seller Note 1	4,618,000	Financing Costs	10,678,350	47,671
Accrued Deferred Interest –	658,916	Other Soft Costs	2,980,462	13,306

Table 3 – Estimated Sources and Uses of Financing

Sponsor Note 1				
Sponsor/seller Note 2	7,533,740	Reserves	882,041	3,938
City of San Diego Recast RDA Loan	5,850,191	Architect and Engineering Costs	1,668,300	7,448
Accrued Deferred Interest – City of San Diego Recast RDA Loan	834,730	Development Impact Fees Local Permits and Fees	1,500,000 142,000	6,696 634
Deferred Developer Fee	4,013,462	Legal Costs	250,000	1,116
SDHC Recast RDA Loan	2,998,069	Relocation Costs	2,300,000	10,268
Accrued Deferred Interest – SDHC Recast RDA Loan	427,777	Insurance	1,056,668	4,717
GP Loan Existing Reserves	718,146	Developer's Fee	\$8,450,874	37,727
Capital Contributions - Limited Partners	\$35,903,602			
Total Development Cost	\$95,958,135	Total Development Cost	\$95,958,135	\$428,385

Developer Fee

\$8,450,874 – Gross Developer's Fee -4,013,462 -- Minus Deferred Developer's Fee \$4,437,412 – Net Developer's Fee

The developer fee for Mercado Apartments follows CTCAC and CDLAC regulations.

Development Cost Key Performance Indicators

SDHC staff has identified development cost performance indicators, which were used to evaluate the proposed development. The key performance indicators listed in Table 4 are commonly used by real estate industry professionals and affordable housing developers.

Development Cost Per Unit	\$95,958,135 ÷ 224 units =	\$428,385			
Housing Commission Subsidy Per Unit (Recast Loan)	\$2,998,069 ÷ 224 units =	\$13,384			
Acquisition Cost Per Unit	\$21,010,000 ÷ 224 units =	\$93,795			
Gross Building Square Foot Hard Cost	New = \$30,533,125 Rehab = <u>+14,506,315</u> \$45,039,440 ÷ 242,291 sq. ft. =	\$186			
Net Rentable Square Foot Hard Cost	New = \$30,533,125 Rehab = <u>+14,506,315</u> \$45,039,440 ÷ 210,375 sq. ft. =	\$214			

Table 4 – Key Performance Indicators

Project Comparison Chart

Multiple factors and variables influence the cost of developing multifamily affordable housing, including but not limited to project location, site conditions, site improvements needed, environmental factors, land use approval process, community involvement, construction type, design requirements/constraints, economies of scale, City impact fees, developer experience and capacity, and amenities necessary to gain tax credit approval. Table 5 shows a comparison of the subject property and other developments of the same construction type.

Project Name	Year	Units	Total Development Cost	Cost Per Unit	HC Subsidy Per Unit	Gross Hard Cost Per Sq. Ft.
Proposed Subject Mercado Apartments	2025	224	\$95,958,135 (without prev. wage)	\$428,385	\$13,384 (Recast Loan)	\$186
Studio 15	2024	274	\$72,217,369 (without prev. wage)	\$263,567	\$0	\$181
Serenade on 43rd	2023	65	\$33,784,749 (with prev. wage)	\$519,765	\$30,769	\$330

Table 5 – Comparable Development Projects

TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

SDHC utilizes the Housing Authority's tax-exempt borrowing status to pass on lower interest rate financing (and make 4 percent low-income housing tax credits available) to developers of affordable rental housing. The Housing Authority's ability to issue bonds is limited under the U.S. Internal Revenue Code. To issue bonds for a development, the Housing Authority must first submit an application to CDLAC for a bond allocation. Prior to submitting applications to CDLAC, developments are brought before the SDHC Board of Commissioners (Board). SDHC Board bond inducement resolutions must be obtained prior to application submittal, and Housing Authority TEFRA resolutions must be secured by the time of project closing. These actions do not obligate the Housing Authority to issue bonds.

The SDHC Board is authorized to hold TEFRA hearings pursuant to Multifamily Mortgage Revenue Bond Program Policy Amendments the Housing Authority approved March 9, 2021 (Report No. HAR20-043; Resolution No. HA-1906).

The developer plans to submit a bond allocation application to CDLAC on September 9, 2025, for a November 19, 2025, bond allocation meeting (dates are subject to change at CDLAC's discretion). However, if necessary, staff will submit additional applications to CDLAC to secure a bond allocation for the proposed development. The developer will be seeking a CDLAC bond allocation of approximately \$75,000,000 in tax-exempt Multifamily Housing Revenue Bonds.

The developer proposes to have the Housing Authority issue the bonds through a tax-exempt private placement bond issuance. The bonds will meet all requirements of SDHC's Multifamily Housing Revenue Bond Program policy and will fully comply with the City's ordinance on bond disclosure. The developer proposes that the bonds will be used to provide construction and permanent financing for the project. SDHC staff will later return to both the SDHC Board and Housing Authority for approval of the final bonds and transaction documents. A general description of the Multifamily Housing Revenue Bond

Program and actions that must be taken by the Housing Authority and by the City Council to initiate and finalize proposed financings are described in Attachment 6.

SDHC staff recommend assigning Anzel Galvan LLP as the Bond Counsel and Ross Financial as the Bond Financial Advisor to work on the development. The proposed bond financing team members have been selected in accordance with the existing policy for the issuance of bonds. Financial Advisors and Bond Counsels are selected in accordance with SDHC's Bond Program Policy.

FISCAL CONSIDERATIONS

The funding sources and uses proposed to be approved by this action are included in the Housing Authority-approved Fiscal Year (FY) 2026 SDHC Budget.

Funding sources approved by this action will be as follows:

Bond Issuer Fee:

\$75,000,000 (Tax-exempt bonds) + \$5,000,000 (Taxable bonds) X 0.0025 = \$200,000. Total Funding Sources – up to \$200,000.

Funding uses approved by this action will be as follows:

Administrative Costs: up to \$200,000. Total Funding Uses - up to \$200,000

Approval of the bond inducement and TEFRA resolutions does not commit the Housing Authority to issue the bonds. The bonds would not constitute a debt of the City. If bonds are ultimately issued for the development, the bonds will not financially obligate the City, the Housing Authority or SDHC because security for the repayment of the bonds will be limited to specific private revenue sources of the development. Neither the faith and credit nor the taxing power of the City or the Housing Authority would be pledged to the payment of the bonds. The developer is responsible for the payment of all costs under the financing, including the SDHC annual administrative fee, as well as SDHC Bond Counsel and Financial Advisor fees.

Estimated Development Schedule

The estimated development timeline is as follows:

Milestones	Estimated Dates
 CDLAC bond allocation application 	September 9, 2025
 CDLAC allocation meeting 	• November 19, 2025
 SDHC Board final bond authorization 	January 2026
 Housing Authority final bond authorization 	February 2026
 Estimated bond issuance and escrow/ closing 	• March 2026
 Estimated start of construction work 	• March 2026
 Estimated completion of construction work 	December 2027
·	

AFFORDABLE HOUSING IMPACT

Affordability

Mercado Apartments will be subject to an SDHC Declaration of Covenants and Restrictions, in addition to applicable tax credit agreements, which will restrict the affordability of 222 units for 55 years from the close of escrow. The rent and occupancy restrictions required by SDHC, CDLAC, CTCAC and other lenders and investors will apply. The same units may be counted as the tax credit restricted units and the SDHC loan's

restricted units. The more stringent funding sources' affordability/rent restrictions will take precedence during the term of their applicability.

Unit Type	ΑΜΙ	Units	CTCAC Gross Rents
NEW CONSTRUCTION:			
One bedroom (550 sq. ft.)	30% (currently \$39,700/year for	10	\$930
	a two-person household)		
One-bedroom (550 sq. ft.)	50% (currently \$66,150/year for	15	\$1,550
	a two-person household)		
One bedroom (550 sq. ft.)	60% (currently \$79,380/year for	9	\$1,860
	a two-person household)		
Subtotal One Bedroom Units		34	
Two bedrooms (750 sq. ft.)	30% (currently \$44,650/year for	8	\$1,116
	a three-person household)		
Two bedrooms (750 sq. ft.)	50% (currently \$74,450/year for	13	\$1,861
	a three-person household)		
Two bedrooms (750 sq. ft.)	60% (currently \$89,340/year for	10	\$2,233
	a three-person household)		
Subtotal Two Bedroom Units		31	
Three bedrooms (930 sq. ft.)	30% (currently \$49,600/year for	7	\$1,290
	a four-person household)		
Three bedrooms (930 sq. ft.)	50% (currently \$82,700/year for	13	\$2.150
	a four-person household)		
Three bedrooms (930 sq. ft.)	60% (currently \$99,240/year for	6	\$2,580
	a four-person household)		
Subtotal Three Bedroom Units		26	
Subtotal Residential Units		91	
Manager's Unit*		1	
Three bedrooms (930 sq. ft.)			
Total New Construction Units		92	

*One of two managers' units will be built new to replace a demolished manager's unit.

Table 6B – REHABILITATION PORTION - Affordability and Monthly Estimated Rent Table

			CTCAC
Unit Type	AMI	Units	Gross Rents
REHABILITATION:			
One bedroom (550 sq. ft.)	40% (currently \$52,9500/year for	7	\$1,240
	a two-person household)		
One bedroom (550 sq. ft.)	60% (currently \$79,380/year for	9	\$1,860
	a two-person household)		
Subtotal One Bedroom Units		16	
Two bedrooms (750 sq. ft.)	30% (currently \$44,650/year for	21	\$1,116
	a three-person household)		

Two bedrooms (750 sq. ft.)	50% (currently \$74,450/year for	2	\$1,861
	a three-person household)		
Two bedrooms (750 sq. ft.)	60% (currently \$89,340/year for	33	\$2,233
	a three-person household)		
Subtotal Two Bedroom Units		56	
Three bedrooms (930 sq. ft.)	30% (currently \$49,600/year for	27	\$1,290
	a four-person household)		
Three bedrooms (930 sq. ft.)	50% (currently \$82,700/year for	2	\$2.150
	a four-person household)		
Three bedrooms (930 sq. ft.)	60% (currently \$99,240/year for	30	\$2,580
	a four-person household)		
Subtotal Three Bedroom Units		59	
Subtotal Residential Units		131	
Manager's Unit *		1*	
(three bedrooms) (930 sq. ft.)			
Total Rehab Units		132	

*One manager's unit is among the 12 units to be reconstructed as detailed in Table 6A.

SDHC STRATEGIC PLAN

This item relates to Strategic Priority Area No. 1 in SDHC's Strategic Plan for Fiscal Year (FY) 2022-2024: Increasing and Preserving Housing Solutions. SDHC is in the process of developing a new Strategic Plan.

STATEMENT FOR PUBLIC DISCLOSURE

The developer's Disclosure Statement is at Attachment 7.

NONDISCRIMINATION ASSURANCE

At SDHC, we're about people. We are committed to ensuring a compassionate, person-centered approach to SDHC's programs, policies, projects and activities and to serving our community impartially, fairly and without bias. We are also committed to ensuring compliance with all applicable federal, state and local laws and protections to the extent that they affect this action relative to nondiscrimination.

The developer, MAAC, is committed to equal opportunity for all and maintains a policy of nondiscrimination in all personnel and volunteer recruitment, employment training, promotion and administration as well as client services and procurement practices. They have nondiscrimination policies in place and provide compassionate, person-centered services. They have also submitted a workforce report for record keeping purposes only.

COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORT

When the project was first proposed, on February 15, 2023, MAAC presented their Mercado Apartments proposal to the Barrio Logan Community Planning Group.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders include MAAC as the developer and services provider, the City of San Diego as a lender and as the Former RDA's Successor Agency, SDHC as a current lender, the Barrio Logan neighborhood, Mercado Apartments' current residents, and future residents of Mercado Apartments. The project is anticipated to have a positive impact on the community, as it will contribute to the

quality of the surrounding neighborhood and create 80 net new, affordable, rental homes for low-income individuals and families.

ENVIRONMENTAL REVIEW

California Environmental Quality Act

A Mitigated Negative Declaration (MND) was prepared for this project (SCH #2025020359) in February 2025 pursuant to the requirements of the California Environmental Quality Act (CEQA). The City of San Diego conducted an Initial Study (IS), which determined that the proposed project could have a significant environmental effect with regard to noise. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of the Mitigated Negative Declaration (MND). The project, as revised, now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

National Environmental Policy Act

Federal funds constitute a portion of the project's funding. Authority to Use Grant Funds was received from HUD on May 3, 2025.

Respectfully submitted,

Jennifer Kreutter

Jennifer Kreutter Vice President, Multifamily Housing Finance Real Estate Division

Approved by,

Davis

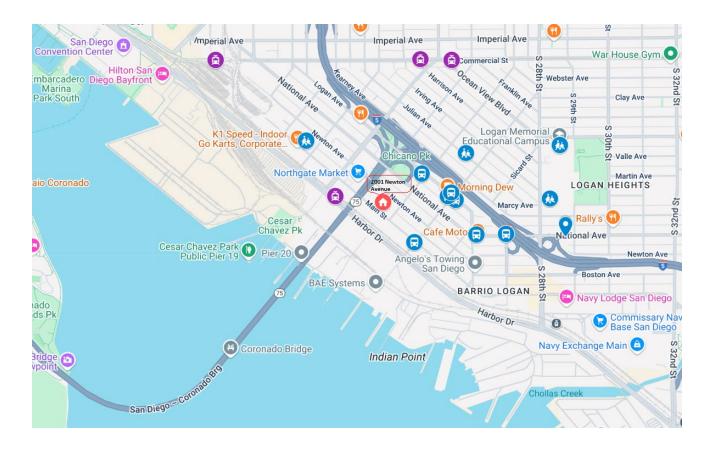
Jeff Davis Deputy Chief Executive Officer San Diego Housing Commission

Attachments: 1) Site Map

- 2) Organization Chart
- 3) Developer's Project Pro Forma
- 4) Relocation Plan Summary
- 5) Proposed Rehabilitation Scope of Work
- 6) Multifamily Housing Revenue Bond Program
- 7) Developer's Disclosure Statement

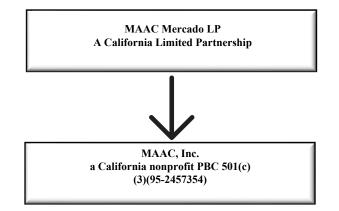
A printed copy is available for review during business hours at the information desk in the main lobby of SDHC offices at 1122 Broadway, San Diego, CA 92101. Docket materials are also available in the "Governance & Legislative Affairs" section of SDHC website at <u>www.sdhc.org</u>.

Attachment 1



2001 Newton Avenue San Diego 92113

ATTACHMENT 2 - ORGANIZATION CHART Organizational Structure



Mercado Apartments ATTACHMENT 3 - DEVELOPER'S PRO FORMA

Prepared For:	MAAC	
Prepared By:	California Housing Partnership	
Version:	1.03 Feasibility Bridge to Home	e CDBG
Revised:	2/27/2025	
Filename:	Mercado 1.03 Feasibility Bridg	e to Home CDBG 022725.xlsm
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Init Mix & Rental Income	4	Outstanding Debt & Reserves (Tax)12b
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SOURCES OF FUNDS - PERMANENT

		INTEREST				
	AMOUNT	RATE	TERM (Mos.)		COMMENTS	
ax-Exempt Construction Loan	46,867,674	7.310%	33			
Taxable Bond Loan	4,220,024	7.560%	33			
Sponsor Seller Note 1	4,618,000	4.860%	33			
Accrued Deferred Interest - Sponsor Seller Note 1	658,916					
SDHC Recast RDA Loan	2,998,069	4.860%	33			
Accrued Deferred Interest - SDHC Recast RDA Loan	427,777					
City of SD Recast RDA Loan	5,850,191	4.860%	33			
Accrued Deferred Interest - City of SD Recast RDA Loan	834,730					
GP Loan - Existing Reserves	718,146	0.000%	33			
City of SD CDBG Loan	15,275,000	4.860%	33			
Accrued Deferred Interest - City of SD CDBG Loan	2,179,502					
Costs Deferred Until Conversion	3,706,284			See page 2 -	right column	
Deferred Developer Fee	4,013,462					
Capital Contributions						
					onstruction Period	
				LP Equity use		10.00%
				LP Equity for	bond collateral 0	0.00%
Limited Partners*	3,590	0,360		Total Equity I	During Const. 3,590,360	10.00%
TOTAL SOURCES	95,958,135			Syndication C	osts 251,250	
Surplus/(Shortfall)	0			Net Equity for	TCAC 3,339,110	
Sources Less Deferred To Conversion:	92,251,851					
CONSTRUCTION LOAN INTEREST RATE		CONSTRUCTION	LOAN VALUATION		TAX-EXEMPT BOND DATA	
Index Type:	SOFR	Restricted NOI		1.477.279	50% Test (see Page 7):	53.00%
51	3.81%	OAR		5.00%	50% Test Cushion:	2.652.887
Current Index:		-			Issuer Inducement:	TBD
	2.00%	FMV per NOI		29.545.572	issuer inducement:	
Spread:		FMV per NOI Agg. Credit Valu	ie @ 0.8645	- / / -		
	5.81%	Agg. Credit Valu		35,900,012	CDLAC Allocation:	TBD 0.00%
Spread: Base Interest Rate (not including cushion): Cushion - Total	5.81% 1.50%	Agg. Credit Valu Perm-Only Soft		35,900,012 <u>0</u>	CDLAC Allocation: Percent of CDLAC Allocation	TBD 0.00%
Spread: Base Interest Rate (not including cushion):	5.81%	Agg. Credit Valu Perm-Only Soft Value		35,900,012 <u>0</u> 65,445,584	CDLAC Allocation: Percent of CDLAC Allocation Const-only portion:	TBD 0.00% 31,920,674
Spread: Base Interest Rate (not including cushion): Cushion - Total	5.81% 1.50%	Agg. Credit Valu Perm-Only Soft		35,900,012 <u>0</u>	CDLAC Allocation: Percent of CDLAC Allocation	TBD 0.00%
Spread: Base Interest Rate (not including cushion): Cushion - Total	5.81% 1.50%	Agg. Credit Valu Perm-Only Soft Value	Debt Total	35,900,012 <u>0</u> 65,445,584 85.00% 55,628,746	CDLAC Allocation: Percent of CDLAC Allocation Const-only portion: CDLAC Per-Unit Limit CDLAC 55% Limit	TBD 0.00% 31,920,674 133,166,000 48,636,266
Spread: Base Interest Rate (not including cushion): Cushion - Total	5.81% 1.50%	Agg. Credit Valu Perm-Only Soft Value LTV:	Debt Total	35,900,012 <u>0</u> 65,445,584 85.00%	CDLAC Allocation: Percent of CDLAC Allocation Const-only portion: CDLAC Per-Unit Limit	TBD 0.00% 31,920,674 133,166,000

Page 1

Proceeds of Sale:				Uses of Cash	to Seller:				
Sales Price	21,000,000	Incl. Reserves	& Personal Property			0			
Seller Carryback Note 1	(4,618,000)		,	Repayment o		0			
Assumed Debt	(8,848,260)								
Allocation toward Sponsor Seller Note 2	(7,533	,740)					_		
Cash to Seller	0	,		Net Cash to	Seller	0	_		
		TOTAL INTEREST							
	AMOUNT	COST OI	D INTEREST RATE	AMORT (Yr)			COMMEN	TS	
Tax-Exempt Permanent Loan	14,947,000	7.825%		35	Total Permai	nent Debt:) Index - 10Y T - 4	14,947,000	Spread - 200 bps	
Sponsor Seller Note 1	4,618,000	4.860%	4.860%	55.0	o renn - n (yrs	.) Index - 107 1 - 4	4.930%	Spread - 200 bps	
		4.000%	4.000 %	55.0					
Accrued Deferred Interest - Sponsor Seller Note 1	658,916	4.0000/	4.0000/	55.0					
Sponsor Seller Note 2	7,533,740	4.860%	4.860%	55.0				Devel de la	
SDHC Recast RDA Loan	2,998,069	4.860%	4.860%	55.0				Per Unit:	13
Accrued Deferred Interest - SDHC Recast RDA Loan	427,777	1.00000						D	
City of SD Recast RDA Loan	5,850,191	4.860%	4.860%	55.0				Per Unit:	26
Accrued Deferred Interest - City of SD Recast RDA Loan									
GP Loan - Existing Reserves	718,146	0.000%	0.000%	55.0				Per Unit:	3
City of SD CDBG Loan	15,275,000	4.860%	4.860%	55.0				Per Unit:	68
Accrued Deferred Interest - City of SD CDBG Loan	2,179,502								
Deferred Developer Fee	4,013,462	0.000%	0.000%		Priority	4,013,462	Non-Priority	0	
Capital Contributions									
					Total LP	capital includes r	elease of bond	collateral funded during	constru
					Synd Costs		251,250	-	
					Net Equity fo	r TCAC	35,652,352		
GP Capital - [INSERT] Limited Partners	35,90	3,602			Fed LIHTC:	\$0.86			
	35,90	3,602				\$0.86	State LIHTC:	SO. 00	NS
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE	35,90 0 TRANCHE A	3,602					State LIHTC:		NS
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate	35,90 0 TRANCHE A 6.930%	3,602			INVESTOR E	QUITY STACK		OTHER ASSUMPTIO	
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE	35,90 0 TRANCHE A	3,602			INVESTOR E			OTHER ASSUMPTIO	
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate	35,90 0 TRANCHE A 6.930%	3,602			INVESTOR E	EQUITY STACK		OTHER ASSUMPTIO	4.
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate Cushion MIP GNM/VServicing	35,90 0 TRANCHE A 6.930% 0.750% 0.000%	3,602			INVESTOR E LIHTC Eq Historic Ta Investmer	EQUITY STACK uity (Federal+Sta ax Credit at Tax Credit (Sol	a 35,903,602 0 0	OTHER ASSUMPTIO Current AFR: AFR Month: AFR Cushion: 0.009	4. Fe
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate Cushion MIP	35,90 0 TRANCHE A 6.930% 0.750% 0.000%	3,602			INVESTOR E LIHTC Eq Historic Ta	EQUITY STACK uity (Federal+Sta ax Credit at Tax Credit (Sol	a 35,903,602 0 0	OTHER ASSUMPTIO Current AFR: AFR Month:	4. Fe
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate Cushion MIP GNM/VServicing	35,90 0 TRANCHE A 6.930% 0.750% 0.000% 0.000%	3,602		lssuer min/yr per annum	INVESTOR E LIHTC Eq Historic Ta Investmer	EQUITY STACK uity (Federal+Sta ax Credit at Tax Credit (Sol	a 35,903,602 0 0	OTHER ASSUMPTIO Current AFR: AFR Month: AFR Cushion: 0.009	4. Fe
GP Cepital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate Cushion MIP GNMA/Servicing Issuer	35,90 0 TRANCHE A 6.930% 0.750% 0.000% 0.125%	3,602			INVESTOR E LIHTC Eq Historic Te Investmer Subtotal L	EQUITY STACK uity (Federal+Sta ax Credit at Tax Credit (Sol	a 35,903,602 0 35,903,602	OTHER ASSUMPTIO Current AFR: AFR Month: AFR Cushion: 0.009 AFR: 4.86%	4. Fe
GP Capital - [INSERT] Limited Partners TAL SOURCES 95,958,135 Surplus/(Shortfall) PERMANENT LOAN INTEREST RATE Base Rate Cushion MIP GNMA/Servicing Issuer Trustee	35,90 0 TRANCHE A 6.930% 0.750% 0.000% 0.125% 0.020%	3,602			INVESTOR E LIHTC Eq Historic Te Investmer Subtotal L	EQUITY STACK uity (Federal+Sta ax Credit at Tax Credit (Sol P Equity	a 35,903,602 0 35,903,602	OTHER ASSUMPTIO Current AFR: AFR Month: AFR Cushion: 0.00% AFR: 4.86%	4. Fe

SOURCES OF FUNDS - CONSTRUCTION

Mercado Apartments

Uses of Funds

		Res Cost: Res Sq Foot:	100.00% 100.00%		COST ALLOCA Assuming 266		lo		LIHTC ELIGIBL	E BASIS	UTHER BASIS	& COST ALLO	CATIONS	
											Deferred to Completion	Land/Basis	Historic Rehab	ITC
			Total	Total Non-	Non-	Depreciable			Constr./		or	for	Tax Credit	Credit Ba
	TOTAL	Per Unit	Residential	Residential	Depreciable	Residential	Non-Resid. Expensed	Amortized	Rehab	Acquisition	Perm Conv.	50% Test	Basis	(Solar F
CQUISITION COSTS otal Purchase Price - Real Estate: 21,000,000														
Land - Mercado Building - Mercado	2,700,000 18,300,000	12,054 81,696	2,700,000 18,300,000	0	2,700,000	18,300,000	0			16,626,398	0 0	2,700,000 18,300,000		
Title/Recording/Escrow - Acquisition	10,000	45	10,000	0	1,286	8,714	0			7,917	0	10,000		
ARD COSTS														
Total Construction Contract: 42,266,7	26													
NEW CONSTRUCTION Demolition	0	0	0	0	0	0	0		0		0	0	0	
Hard Costs-Unit Construction	25,107,504	112,087 6,725	25,107,504 1,506,450	0 0		25,107,504	0 1,506,450 0		25,107,504 1,506,450		0 0	25,107,504 1,506,450	25,107,504 1,506,450	
GC - General Conditions	1,506,450													
GC - Overhead & Profit	2,008,600	8,967	2,008,600	0		2,008,600	0		2,008,600		0	2,008,600	2,008,600	
GC - Insurance	376,613	1,681 357	376,613 80,000	0		376,613	0 80,000 0		376,613 80,000		0	376,613 80,000	376,613 80,000	
GC - Bond Premium	80,000													
Contingency - Owner's Construction	1,453,958	6,491	1,453,958	0		1,453,958	0		1,453,958 0		0	1,453,958	1,453,958	
REHAB Demolition	188,264	840 48,007	188,264 10,753,557	0		0 10,753,557	0 0				0 0	188,264 10,753,557	0 10,753,557	
Hard Costs-Unit Construction	10,753,557				188,264				10,753,557					

Page 2
Version: 1.03 Feasibility Bridge to Home CDBG

		. 1		I						I		'		ı
Site Improvements/Landscape	390,551	1,744	390,551	0	390,551	0			390,551		0	390,551	390,551	ı
GC - General Conditions	679,942	3,035	679,942	0	679,942	0		l	679,942		0	679,942	679,942	ı
GC - Overhead & Profit	906,589	4,047	906,589	0	906,589	0		ļ	906,589		0	906,589	906,589	ı
GC - Insurance	124,656	557	124,656	0	124,656	0		ļ	124,656		0	124,656	124,656	ı
GC - Bond Premium Contingency - Owner's Construction	144,000 1,318,756	643 5,887	144,000 1,318,756	0	144,000 1,318,756	0			144,000 1,318,756		0		144,000 1,318,756	ı
OFT COSTS Architecture - Design		.												1
Design/Engineering - Civil	1,000,000 500,000	4,464 2,232	1,000,000 500,000	0 0	1,000,000 500,000	0 0			1,000,000 500,000		0 0	1,000,000 500,000	1,000,000 500,000	0
Design/Engineering - Dry Utilities	60,000	268	60,000	0	60,000	0			60,000		0	60,000	60,000	1
Design/Engineering - OTHER	108,300	483	108,300	0	108,300	0			108,300		0	108,300	108,300	1
Geotech/Soils Report	30,000	134	30,000	0	30,000	0			30,000		0	30,000	30,000	1
Phase I/II/Toxics Report	10,000	45	10,000	0	10,000	0			10,000		0	10,000	10,000	ı
PNA/CNA Report	3,000	13	3,000	0	3,000	0			3,000		0	3,000	3,000	ı
Environmental Consulting	10,000	45	10,000	0	10,000	0			10,000		0	10,000	10,000	1
Owner's Rep / Construction Supervision	300,000	1,339	300,000	o	300,000	0			300,000		0	300,000	300,000	0
Consultant: Project Consultants & Accounting Admi	300,000	1,339	300,000	0	300,000	0			300,000		0	300,000	300,000	1
Local Development Impact Fees	1,500,000	6,696	1,500,000	0	1,500,000	0		ļ	1,500,000		0	1,500,000	1,500,000	ı
Local Permits/Fees	142,000	634	142,000	0	142,000	0			142,000		0	142,000	142,000	1
Relocation - Temporary (Rehab) Relocation - Permanent	1,500,000	6,696 3.571	1,500,000	0	1,500,000	0			1,500,000		0	1,500,000	1,500,000 0	ı
Relocation - Permanent Real Estate Taxes During Const	800,000 25,000	3,571 112	800,000 25,000	0	800,000 25,000	0	0		25,000		0	25,000	25,000	1
Insurance During Const	1,056,668	4,717	1,056,668	0	1,056,668	0			1,056,668		0	1,056,668	1,056,668	0
Appraisal	10,000	45	10,000	0	10,000	0			10,000		0		10,000	ı
Market/Rent Comp Study	10,000	45	10,000	0				10,000	0		0		0	ı
Soft Cost - Misc - Accounting/Finance/Admin	50,000	223	50,000	0	50,000	0		ļ	50,000		0	50,000	50,000	ı
Soft Cost Contingency	395,436	1,765	395,436	0	395,436	0		ļ	395,436		0		395,436	ı
Construction Loan Interest	6,338,150	28,295	6,338,150	0	3,768,630	0	2,569,520		3,768,630		0		3,768,630	0
Construction Loan Interest	239,275	1,068	239,275	0	3,768,630	0	2,569,520		3,768,630		0	3,768,630	3,768,630	0
Accrued Interest - Sponsor Seller Note 1	658,916	2,942	658,916	0	0	0	658,916		0	0	0		0	· · · ·
Accrued Interest - Sponsor Seller Note 1 Accrued Interest - SDHC Recast RDA Loan	658,916 427,777	2,942	658,916 427,777	0	0 305,397	0	658,916	ļ	0 305,397		0		0 305,397	ı
Accrued Interest - SDHC Recast RDA Loan	427,777 834,730	1,910 3,726	427,777 834,730	0	305,397 595,927		122,381 238,804		305,397 595,927		0	305,397 595,927	305,397 595,927	1
Accrued Interest - City of SD Recast RDA Loan						0					0			1
	2,179,502	9,730	2,179,502	0	1,555,979		623,522		1,555,979			,,	1,555,979	1
Title/Recording/Escrow - Construction	70,000	313	70,000	0	70,000	0		200	70,000		0		70,000	1
Title/Recording/Escrow - Permanent	12,500	56	12,500	0		2		12,500	- > >>>		0			1
Legal (Owner): Construction Closing	120,000	536	120,000	0	120,000	0			120,000		0		120,000	ı
Organization of Ptnshp	80,000	357	80,000	0	l			80,000	1		0			ı
Syndication - GP	50,000	223	50,000	0	50,000				1		0			ı
Syndication Consulting	106,250	474	106,250	0	106,250						5,000			ı
Audit/Cost Certification	15,000	67	15,000	0			15,000				0			ı
TCAC Application/Res/Monitoring Fee	200,027	893	200,027	0				200,027			156,800			ı
Marketing	20,000	89	20,000	0	l		20,000		1		0			ı
Furnishings Not in Contract	20,000	89	20,000	0	20,000	0			20,000		0	20,000		ı
Capitalized Replacement Reserve	61,684	275	61,684	0	61,684				1		61,684			ı
Capitalized Operating Reserve (3 mos.)	820,357	3,662	820,357	0	820,357						820,357		1	ı
Developer Fee	8,450,874	37,727	8,450,874	0	8,450,874	0			7,722,417	728,457	2,662,442	8,450,874	7,722,417	0
DSTS OF ISSUANCE Bond Counsel	75,000	335	75,000	0	11,885	0		63,115	11,885		0	11,885	11,885	ı
Issuer Financial Advisor	50,000	223	50,000	0	7,923	0		42,077	7,923		0		7,923	ı
Issuer Application Fee	13,000	58	13,000	0	2,060	0		10,940	2,060		0	2,060	2,060	ı
SDHC Issuer Fee - Upfront	127,719	570	127,719	0	20,238	0		107,481	20,238		0	20,238	20,238	ı
SDHC Issuer Fee - Annual During Const.	191,579	855	191,579	0	30,358	0		161,221	30,358		0	30,358	30,358	ı
Construction Lender Origination Fee	510,877	2,281	510,877	0	293,067	0		217,810	293,067		0	293,067	293,067	ı
Construction Lender Expenses	25,000	112	25,000	0	14,341	0		10,659	14,341		0	14,341	14,341	ı
Construction Lender Counsel	140,000	625	140,000	0	80,312	0		59,688	80,312		0	80,312	80,312	ı
Other Fee: SD EDD Fees	50,000	223	50,000	0	28,683	0		21,317	28,683		0	28,683	28,683	ı
Permanent Lender Expenses	10,000	45	10,000	0	0	0		10,000	0		0	0	0	ı
Permanent Lender Counsel	25,000	112	25,000	0	0	0		25,000	0		0	0	0	ı
Permanent Loan Origination Fee	149,470	667	149,470	0	0	0		149,470	0		0	0	0	ı
Trustee Fee During Construction	3,000	13	3,000	0	475	0		2,525	475		0	475	475	ı
	17,604	79	17,604	0	2,789	0		14,814	2,789		0	2,789	2,789	ı
CDLAC Fee	1			i.					1	1	1 1	j I	1 I.	. 1
CDIAC Fee	5,000	22	5,000	0	792	0		4,208	792	1	0	792	792	
	5,000	22 6,220	5,000 1,393,249	0	792 0 492,923	0	0	4,208 900,325		0	0		792 492,923	0

TDC Per Unit	428,385	100.00%	1		1			
DC Net of accrued interest:	91,857,210							
DC TCAC	95,706,885	95,706,885						
Mercado Apai	rtments	S					P	age
Developer Fee Calcu	lation			Version: 1	I.03 Feasibili	ity Bridge to Ho	me CDBG	
TCAC DEVELOPER FEE	LIMITS							
			ISITION	CONSTRUCTION	CO	MMERCIAL	т	OTAL
Eligible Basis less Develo	per Fee	16,6	34,315	58,780,436		0		
Percentage of Basis in Fe			5.00%	15.00%		15.00%		
Total Developer Fee per E Developer Fee Cap per R		٤	331,716	8,817,065		0	9,648 9,648	
Net Allowable Total Fee							9,648	8,781
Base Cash Developer Fe Large Project Boost	e Limit						2,500 1,937	
BIPOC Boost								0
Total Base Cash Fee Lin	nit						4,437	,404
Net Allowable Total Fee Net Allowable Cash Fee							9,648 4,437	
MOST RESTRICTIVE FEI	ELIMITS							
Total Developer Fee Limit Total Cash Fee Limit Total Priority Deferred Fee	Limit	4,4	50,874 37,404 13,470					
ALLOCATION OF DEVE	LOPER FEE							
					0010			OTAL
Pct. of Potential Fee per B	Basis Limits			ACQUISITION 8.62%	CONS	TRUCTION 91.38%		OTAL
Allocation of Total Develo				728,457		7,722,417	8,450	
CASH DEVELOPER FEE	BREAKOU		NT SCHEDI	JLE				
Total Developer Fee		8,4	150,874					
Total Cash Fee Paid		4,4	437,404					
Non-Cash Fee per Progra	m Limits	4,0	013,470					
Non-Cash Fee per Fundin	g Gap		0					
Total Non-Cash Fee		4,0	013,470					
Construction Class		A -		6 % OF CASH FEE		DTAL FEE		
Construction Close Conversion			774,962 112,442	40.009 54.379		21.00% 28.55%		
		۷,-		5.000		20.00%		
Final LP Pay-in 1 Total Cash Fee		4,4	250,00 137,404	0.007	-	,		
Plus: Priority Developer Fe	e	4,0)13,462			47.49%		
Plus: Non-Priority DDF			0			0.00%		
Plus: GP Capital				_0		0.00%		
Total Developer Fee		8,4	450,866					



			Quantity	Total Monthly An Net Rent	nual Net	Monthly ection 8 Income	Annual Section 8 Income	Monthly A NA Income	nnual NA Income	Monthly Test C Income	Annual Test C Income	Monthly Test D Income	Annual Test D Income	Grand Total Income	Total Floor Area	
IHTC			222	300,765	3,609,180	0	0	0	0	0	0	0	0	3,609,180	171,800	
Ion-LIHTC			0	0	0									0	0	
taff Units			2	0	0									0	1,860	
DTAL			224	300,765	3,609,180	0	0	0	0	0	0	0	0	3,609,180	173,660	
Staff Units	- Site 1	Mercado								SUBSIDIZED	UNIT MIX SUM	MARY				
Init		Unit Floor	Actual Rent TCAC Actu			Per Unit Regulatory	Per Unit Actual Net	Total	Total Annual Net		Units With Section 8	Units With NA	Units Wit Test C	h Units With Test D	Units Without Subsidy	Total Uni
/pe	Quantit			A AMI % Gross	Rent	Net Rent	Rent	Net Rent	Rent		0	0	0	0	0	
										1BR					50	5
BR		2 930	0.0%		0	0	0	0	0	2BR					87	٤
										3BR					87	٤
OTAL		2						0	0	4BR 5BR					0	
OTAL ALL	TYPES									SBK					U	
										TOTAL	0	0	0	0	224	22
Init																
ype	Mercado				0											
	0	0	0	0	0											
BR					0											
BR	50															
BR BR BR	50 87				0											
BR	50															

NC - Tier 7		Mercado		TCAC	60% A	MI	% of Units: 7.	21%		NOTSU				
Unit Type	Quantity	Unit Floor Area	Actual Rent TCAC Actual Rent Mont RDA AMI % Gross Rent	Per Un hly AMI %	it % Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent		Per Unit Net Subsidy Subs Increment	Per Unit sidy Rents	Total Monthly Subsidy	Total Annual Subsidy	Tota Annua Incom
1BR	7	550	60.0%	1,704	1,606	1,606	11,242	134,904					0	134,904
2BR	6	750	60.0%	2,046	1,915	1,915	11,490	137,880					0	137,880
3BR	3	930	60.0%	2,364	2,196	2,196	6,588	79,056	0	0	0	0	0	79,056
TOTAL														
	16						29,320	351,840					0	351,84

Unit Mix & Rental Income

AVERAGE AFFORDABILITY FOR LIHTC UNITS (% of Median)

AVERAGE AFFORDABILITY FOR	UTILITY ALLOWANCES	UBR	IBR	2BR	3BR
LIHTC UNITS (% of Median)	Mercado	-	98	131	168
	0				
	0				
9% TCAC INCOME TARGETING PTS:					
5% TCAC INCOME TARGETING FTS.					

)

RENT LIMITS AS OF YEAR:

RESIDEN	ITIAL INC		AS OF YEAR:											
Rehab - Ti	er 1	Mercado		TCAC	30%	AMI	% of Units: :	22.07%		NOTSU	BSIDIZED			
Unit Type	Quantit	Unit Floor y Area	Actual Rent TCAC Actual Rent AMI % RDA AMI % Gr	Per Unit Monthly pss Rent	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Month Net Rent	Total Iy Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Tota Annua Income
2BR 3BR	2 2		28.2% 25.7%	961 1,012		830 844	17,430 23,632	209,160 283,584	0	0 0	0	0 0	0	209,160 283,584
TOTAL Rehab - Ti		9Existing SI Mercado	OH C Rent Restrictions	тсас	: 40% A	MI	41,062 % of Units: 3	492,744 3.15%	0	NOTSU	BSIDIZED	0	0	492,744
Unit Type	Quantit	Unit Floor RDA	Actual Rent TCAC Actual Rent Monthi AMI % Gross Rent	Per Unit y Area AMI %	t Per Unit Regulatory Net Rent	Per Unit Actual Net Rent		Total ly Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Tota Annua Income
IBR		7 550	32.0%	910	1,038	812	5,684	68,208	0	0	0	0	0	68,208
TOTAL Rehab - Ti		7Existing SL Mercado	DHC Rent Restrictions	TCAC	50% A	MI	5,684 % of Units: :	68,208 2.25%	0	NOTSU	BSIDIZED	0	0	68,208
Unit Type	Quantit		Actual Rent TCAC Actual Rent AMI % RDA AMI % Gro		Regulatory Net Rent		Net Rent	Total Iy Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
2BR 3BR		2 750 3 930	42.1% 40.9%	1,434 1,613		1,303 1,445	2,606 4,335	31,272 52,020	0	0 0	0	0	0	31,272 52,020
TOTAL Rehab - Ti		5Existing SL Mercado	OH C Rent Restrictions	TCAC	60% A	MI	6,941 % of Units: 3	83,292 36.49%	0	NOT SU	BSIDIZED	0	0	83,292
Unit Type	Quantit	Unit Floor y Area	Actual Rent TCAC Actual Rent AMI % RDA AMI % Gro	Per Unit Monthly oss Rent	t Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Monthly Net Rent	Total Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
IBR 2BR 3BR	1 3 3	7 750	52.9% 51.4% 50.1%	1,501 1,754 1,974	1,915	1,403 1,623 1,806	15,433 60,051 59,598	185,196 720,612 715,176	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	185,196 720,612 715,176
TOTAL NC - Tier 5		1Existing SL Mercado	DHC Rent Restrictions	TCAC	30% A	MI	135,082 % of Units:	1,620,984 10.81%	0	NOTSU	BSIDIZED	0	0	1,620,984
Unit Type	Quantity	Unit Floor Area	Actual Rent TCAC Actual Rent AMI % RDA AMI % Gro	Per Unit Monthly oss Rent	t Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Month Net Rent	Total ly Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Total Annual Income
1BR 2BR 3BR	10 8 6	550 750 930	30.0% 30.0% 30.0%	852 1,023 1,182	754 892 1,014	754 892 1,014	7,540 7,136 6,084	90,480 85,632 73,008	0 0	0 0 0	0 0 0	0 0 0	0 0 0	90,480 85,632 73,008
TOTAL NC - Tier 6	24	Mercado		TCAC	50% A	MI	20,760 % of Units:	249,120 18.02%	0	NOT SUI	BSIDIZED	0	0	249,120
Unit Type	Quantity	Unit Floor Area	Actual Rent TCAC Actual Rent M RDA AMI % Gross Rer	Per Unit onthly AMI %	Per Unit Regulatory Net Rent	Per Unit Actual Net Rent	Total Month Net Rent	Total ly Annual Net Rent	Quantity of Subsidized Units	Per Unit Net Subsidy Subs Increment	Per Unit idy Rents	Total Monthly Subsidy	Total Annual Subsidy	Tota Annua Income
1BR 2BR 3BR	15 13 12	550 750 930	50.0% 50.0% 50.0%	1,420 1,705 1,970	1,322 1,574 1,802	1,322 1,574 1,802	19,830 20,462 21,624	237,960 245,544 259,488	0 0 0	0 0 0	0 0 0	0 0 0	0 0 0	237,960 245,544 259,488
TOTAL	40						61,916	742,992	0			0	0	742,992

Calculation of Tax Credits

Mercado Apartments

Version: 1.03 Feasibility Bridge to Home C

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D

ISCELLANEOUS INCO thly Tota Per Unit Per Mo Annual To 32,256 10,752 Laundry / Vending Other Parking 12.00 4.00 0.00 2,688 896 0 TOTAL 43,008 16.00 3,584 TOTAL STATE + FEDERAL LIHTC AMOUNTS - 10 YEARS Total Federal + State 41,526,590 Blended Credit Request: 4,152,659 General Partner Share 0.01% Est. 125% Target for San Diego Co.: 4,153 N/A 99.99% 41,522,437 Limited Partner Share Credit Request Under / (Over) Geographic Region: N/A FEDERAL

5BR

Version: 1.03 Feasibility Bridge to Home CDBG

		CONST/			CONST/	
	ACQUISITION	REHAB	TOTAL	ACQUISITION	REHAB	TOTAL
			83,865,625			
TOTAL ELIGIBLE COSTS Less:	17,362,772	66,502,853				
50% Energy Investment Tax Credit (Res. Portion)	0	0	0			
Historic Tax Credit (Res. Portion)		0	0			
Non-Eligible Federal Financing Non- Eligible Grants	0	0	0 0			
Soft Loan Basis Deduction	0 0	0 0	0			
Voluntary Reduction for Tie-Breaker	0	0	0	0	0	0
GIBLE BASIS						
	17,362,772	66,502,853	83,865,625			
Threshold Basis Limit TBL: Exclude GP Cap/DDF for 4%/State			233,555,524 0			
			0			
REQUESTED UNADJUSTED ELIGIBLE BASIS (For Tiebreaker)	17,362,772	66,502,853	83,865,625			
HIGH COST ADJUSTMENT (Y or N) Y 2025 QCT	100.0%	130.0%		100.0%	100.0%	
ADJUSTED ELIGIBLE BASIS	17,362,772	86,453,708	103,816,480	0	0	0
	100.0%	100.0%	,,	100.0%	100.0%	
APPLICABLE FRACTION*	100.070	100.070				
QUALIFIED CREDIT BASIS	17,362,772	86,453,708	103,816,480			
CREDIT RATE (TCAC UNDERWRITING) Total State				13.00%	13.00%	
Annual Federal / Yr 1-3 State	4.00%	4.00%		4.00%	4.00%	
Yr 4 State				1.00%	1.00%	
MAX. POTENTIAL FEDERAL CREDIT (No Vol Basic Reduct/Actu		4.00% 3,458,148				
Credit Rates Potential Credit	4 0 0 0 /	5,450,140				
Credit Rate Locked? YES	694,511		4,152,659			
Nov-16 MAX. CREDIT AMOUNT PER TCAC UNDERWRITING		3,458,148				
Annual Federal / Yr 1 State Yr 2 State	601 511		4,152,659			
Yr 3 State			, - ,			
Yr 4 State Total						<u>0</u>
				0 <u>0</u>	0 Q	
REQUESTED TOTAL STATE CREDIT AMOUNT				0	0	N/A
MAX ANNUAL CREDITS PER GEOGRAPHIC REGION - BLEND Federal/State Proration	ED (X 125%)		N/A N/A	N/A	N/A	N/A
MAX ANNUAL FEDERAL PER PROJECT/STATE PER UNIT ALL	I		N/A	N/A	N/A	N/A
ACTUAL TCAC CREDIT RESERVATION	N1/A	K1/A				
Annual Federal / Total State	N/A	N/A	N/A	N/A	N/A	N/A
MAXIMUM ALLOWABLE CREDITS (Lesser of above) Annual Federal / Total State						
	694,511	3,458,148	4,152,659	0		0
UNADJUSTED ELIGIBLE BASIS AT MAX CREDIT AMOUNT	17,362,772	66,502,848	83,865,621	0		0
UNADJUSTED BASIS EXCLUDED AT MAX CREDIT AMOUNT	0	4	4			

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Base Year Income & Expense

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Version: 1.03 Feasibility Bridge to Home CDBG

INCOME		
Scheduled Gross Income - Residential		3,609,180
Misc. Income		43,008
Vacancy Loss - Residential	5.0%	(182,609)
EFFECTIVE GROSS INCOME		3,469,579



On-Site Manager/Office Admin	285,600	
Total Utilities		351,680
Payroll/Payroll Taxes	205 600	
On-Site Manager/Οπice Admin Maintenance Payroll	285,600 235,200	
Total Payroll/Payroll Taxes	200,200	520 900
		520,800
Insurance		173,600
Maintenance		
Painting	64,930	
Repairs	180,000	
Trash Removal	41,440	
Exterminating	38,080	
Grounds	33,600	
Elevator	28,000	
Total Maintenance	20,000	
		386,050
Resident Services		
Tenant Services	78,400	
Total Resident Services		78,40
Replacement Reserve		67,20
Real Estate Taxes		21,450
TOTAL EXPENSES - RESIDENTIAL		1,992,300
Per Unit Per Annum (incl. Reserves)	8,894	
Per Unit Per Annum (w/o taxes/res/svc))	8,148	
TCAC Minimum (w/o taxes/res/svc)	6,100	
		4 477 070
		1,477,279
Annual Soft Loan Fees:		
Less: SDHC/City Monitoring Fee		(34,96
ADJUSTED NET AVAILABLE INCOME: TOTAL		1,442,314
ADJUSTED NET OF COMMERCIAL:		1,442,314
ADJUSTED NET AVAILABLE INCOME: NET OF OP SUBSIDY		1,442,31
Debt Service Coverage Ratio		1.1
Debt Service Coverage Ratio		1.
AVAILABLE FOR SENIOR DEBT SERVICE (NET OF OP SUBSIDY)		1,254,180

Mortgage Calcul	ation/Bond Ratios			Version: 1.	03 Feasibility Bridge to Home	e CDB
TRANCHE A						
	Uses ba Financing Type: Tax		ncludes annual fees nt Loan			
		Unde	rwriting Maximum			
	Debt Service Coverage	1.15	Constraint Loan Amount 14,947,262	Rate: Amortization (mos):	7.680% 420	

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Lender Commitment		NA		l for DS: < PMT @ DSCR:	<u>1,442,314</u> 1,254,186 <u>21,684</u>
MAXIMUM MORTGAGE		14,947,262	Anr	1,232,502	
BOND / REHABILITATION RATIOS					
Tax-Exempt Financing Ratio		CDLAC Allocation Limit	Ef	fective Date Limits:	6/1/20
			Units	Per-Unit Limit	Total Limit
		Studio and SRO	0	522,000	0
		One BR	50	544,000	27,200,000
Series A Bonds	14,947,000	Two BR	87	580,000	50,460,000
Series B Bonds	0	Three BR	87	638,000	55,506,000
Short Term Bonds (Construction Loan Portion	31,920,674	Four BR or More	0	671,000	0
TOTAL TAX-EXEMPT FINANCING	46,867,674				
				TOTAL	133,166,000
TOTAL BASIS + LAND ALLOCATION	88,429,574		Po	otential Bond Size	46,867,674
				Over/(Under)	-86,298,326
Percent Tax-Exempt Financing	53.00%				

REVENUE	MULTIPLIER	1 YEAR 1	2 YEAR 2	3 YEAR 3	4 YEAR 4	5 YEAR 5	6 YEAR 6	7 YEAR 7	8 YEAR 8	9 YEAR 9	10 YEAR 10	11 YEAR 11	12 YEAR 12	13 YEAR 13	14 YEAR 14	15 YEAR 15
Gross Rent3,609,180 3,699,410 Les	s 1.025	Vacancy <mark>(180,459) (</mark> *	184,970)	3,791,895	3,886,692	3,983,859	4,083,456	4,185,542	4,290,181	4,397,435	4,507,371	4,620,056	4,735,557	4,853,946	4,975,294	5,099,67
Miscellaneous Income43,008 44,08		Less Vacancy(2,1	150) (2,204)	(189,595)	(194,335)	(199,193)	(204,173)	(209,277)	(214,509)	(219,872)	(225,369)	(231,003)	(236,778)	(242,697)	(248,765)	(254,98
Total Revenue 3,469,579	1.025	3,556,318		45,185	46,315	47,473	48,660	49,876	51,123	52,401	53,711	55,054	56,430	57,841	59,287	60,76
	5.00%			<mark>(2,259)</mark> 3,645,226	<mark>(2,316)</mark> 3,736,357	(2,374) 3,829,766	<mark>(2,433)</mark> 3,925,510	<mark>(2,494)</mark> 4,023,647	<mark>(2,556)</mark> 4,124,239	<mark>(2,620)</mark> 4,227,345	<mark>(2,686)</mark> 4,333,028	<mark>(2,753)</mark> 4,441,354	<mark>(2,822)</mark> 4,552,388	<mark>(2,892)</mark> 4,666,197	<mark>(2,964)</mark> 4,782,852	<mark>(3,03</mark> 4,902,42
EXPENSES																
Operating Expenses:	1.035															
Administrative		236,320	244,591	253.152	262.012	271.183	280.674	290.498	300.665	311.188	322.080	333.353	345.020	357.096	369.594	382.53
Management		156,800	162,288	253,152	262,012	179,932	280,674 186,229	290,498 192,747	300,665 199,493	206,476	322,080 213,702	333,353 221,182	345,020 228,923	357,096 236,936	369,594 245,228	253,81
Jtilities		351.680	363,989	376.728	389.914	403.561	417.686	432,305	447,435	463.095	479.304	496.079	513,442	531,413	550.012	569.26
Payroll & Payroll Taxes		520,800	539,028	557,894	577,420	597,630	618,547	640,196	662,603	685,794	709.797	734,640	760,352	786,965	814,508	843,01
nsurance		173.600	179,676	185,965	192,473	199,210	206,182	213,399	220.868	228,598	236,599	244,880	253,451	262,322	271,503	281,00
Maintenance		386,050	399,562	413,546	428,021	443,001	458,506	474,554	491,163	508,354	526,147	544,562	563,621	583,348	603,765	624,89
Fotal Operating Expenses		1,825,250	1,889,134	1,955,253	2,023,687	2,094,516	2,167,824	2,243,698	2,322,228	2,403,506	2,487,628	2,574,695	2,664,810	2,758,078	2,854,611	2,954,52
Service Amenities	1.035	78.400	81.144	83.984	86,923	89,966	93,115	96,374	99,747	103,238	106,851	110,591	114,462	118,468	122,614	126,90
Replacement Reserve		67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,200	67,20
Bond Monitoring Fees		21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,684	21,68
Real Estate Taxes		21,450	21,879	22,317	22,763	23,218	23,683	24,156	24,639	25,132	25,635	26,147	26,670	27,204	27,748	28,30
	1.020	34,965	36,189	37,455	38,766	40,123	41,527	42,981	44,485	46,042	47,654	49,322	51,048	52,835	54,684	56,59
SDHC/City Monitoring Fees	1.035															
Total Expenses		2,048,949	17,230	2,187,894	2,261,024	2,336,708	2,415,033	2,496,093	2,579,983	2,666,802	2,756,652	2,849,639	2,945,874	3,045,468	3,148,541	3,255,21
Cash Flow Prior to Debt Service		1,420,630	1,439,088	1,457,333	1,475,333	1,493,058	1,510,477	1,527,554	1,544,256	1,560,543	1,576,376	1,591,715	1,606,514	1,620,729	1,634,312	1,647,21
MUST PAY DEBT SERVICE																
TOTAL SERIES A DEBT SERVICE																
Total Debt Service		1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,48
		1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,480	1,232,48
Cash Flow After Debt Service		188,149	206,608	224,852	242,852	260,578	277,997	295,074	311,776	328,063	343,896	359,234	374,034	388,249	401,832	414,73
Percent of Gross Revenue		5.15%	5.529	% 5.86%	6.17%	6.46%	6.73%	6.97%	7.18%	7.37%	7.54%	7.68%	7.81%	7.90%	7.98%	8.04
25% Debt Service Test		15.27%	16.769	6 18.24%	19.70%	21.14%	22.56%	23.94%	25.30%	26.62%	27.90%	29.15%	30.35%	31.50%	32.60%	33.65
Debt Coverage Ratio Year 15 Test - Greater of: (a) 2% Gross	Income OR (1.153 b) lesser of \$25,000	1.16) or \$500/unit	8 1.182	1.197	1.211	1.226	1.239	1.253	1.266	1.279	1.291	1.303	1.315	1.326	1.3 103,20
OTHER FEES																
PAsset Mat. Fee	1.030	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,34
GP Partnership Mgt. Fee	1.030	25.000	25.750	7,957 26,523	8,195 27,318	8,441 28,138	8,695 28,982	8,955 29,851	9,224 30,747	9,501 31,669	9,786 32,619	10,079 33,598	10,382 34,606	10,693 35,644	11,014 36,713	11,34 37,81
Fotal Other Fees	1.000	32,500	33,475	34,479	35,514	36,579	37,676	38,807	39,971	41,170	42,405	43,677	44,988	46,337	47,727	49,15
Remaining Cash Flow		155,649	173,133	190,373	207,339	223,999	240,320	256,268	271,805	286,893	301,491	315,557	329,046	341,912	354,104	365,5
Deferred Developer Fee	100.00%	155,649	173,133	190,373	207,339	223,999	240,320	256,268	271,805	286,893	301,491	315,557	329,046	341,912	354,104	365,5

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Cash Flow		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Residual Soft Loan Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of SD CDBG Loan	63.32%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of SD Recast RDA Loan	24.25%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residual or Soft Loan Payments SDHC Recast RDA Loan	0.00% 12.43%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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hedule of Existing De	ebt								Version: 1.0	3 Feasibility Bridg	e to Home CD
	SOFT DEBT - OF	RIGINAL LOAN T	ERMS					SOFT D	EBT - LOAN BALA	NCES	
								Accrued	Interest to	Repayment to	
								Interest	Close	Close	TOTAL
<u>Site</u>	Lender	Principal	Loan Term	Effective Date	Maturity Date	Interest Rate	Current Principal				
Mercado	SDHC Recast RDA Loan	1,425,000	55	5 12/3/92	12/3/47	6.00%	1,425,000	1,370,719	202,350	0	2,998
Mercado	City of SD Recast RDA Loan	1,998,440	55	5 12/3/92	12/3/47	6.00%	1,998,440	3,567,973	283,778	0	5,850
TOTAL:		3,423,440					3,423,440	4,938,692	486,128	0	



ATTACHMENT 4 - RELOCATION SUMMARY

I. Mercado Temporary Relocation

MAAC plans to contract with the Extended Stay America which has seven locations in the San Diego area.. All rooms include a fully equipped kitchenette so that tenants will be able to prepare their meals during the temporary relocation. The hotel also has free parking, free wi-fi, free cable television, and 24/7 access to guest laundry facilities and vending machines. Households of more than four persons or that have gender differences will be provided with two rooms. Tenants will be provided boxes, packing materials, and instructions. MAAC will hire professional movers to move and store household furnishings during the unit renovations, and back into their newly renovated home. Movers will be available to pack and unpack all tenants in need of assistance.

All costs associated with the temporary relocation (hotel, packing materials and movers) will be paid by MAAC. Any tenants needing assistance moving to and from the motel will be provided an Uber or a taxi. Movers will deliver tenant personal items to the hotel.

Tenants who choose to stay with family or friends will be provided a stipend, for an amount based upon family size and number of days away from their home. As with tenants staying at the hotel, their household furnishings will be stored, and they will only take personal items with them during the temporary relocation.

Il Mercado Permanent Relocation Assistance Program:

A comprehensive relocation assistance program, with advisory assistance, will be provided to the households being permanently displaced. The purpose of the program is to:

- Fully inform displaced households of the procedures to obtain relocation benefits and assistance.
- Determine the specific needs of each household.
- Provide current and continuously updated information concerning replacement housing opportunities.
- Provide referrals to governmental and social service agencies, if needed.
- Assist households in completing applications for benefits.

A. Right of First Refusal

MAAC's plan is that the permanently displaced households will receive a right of first refusal to occupy the new constructed units.

B. .Moving Expenses

Tenants permanently relocated will be eligible to receive a payment for moving expenses. The payment will be made based upon either a fixed room count schedule or an invoice for actual reasonable moving expenses from a licensed professional mover.

- a) <u>Fixed Payment</u> A fixed payment for moving expenses based on the number of rooms containing furniture or other personal property to be moved. The fixed moving payment will be based upon the most recent Federal Highway Administration schedule maintained by the California Department of Transportation.
- b) <u>Actual Reasonable Moving Expense Payments</u> Tenants may choose to retain the services of a licensed, professional mover.

C. Rental Assistance / Down Payment Assistance

- 1. A tenant displaced from a dwelling may be entitled to a Replacement Housing Payment in the form of rental or downpayment assistance not-to-exceed \$7,200 if the displacee:
 - a. Has actually and lawfully occupied the displacement dwelling as a permanent or customary and usual place of abode for not less than 90 days immediately prior to project approval by the City of San Diego; and
 - b. Has rented, or purchased, and occupied a decent, safe, and sanitary replacement dwelling within 1 year (unless MAAC extends this period for good cause) after the date he or she moves from the displacement dwelling.
- 2. Rental/Down Payment Assistance payment amounts are equal to 42 times the difference between the base monthly rental and the lesser of:
 - (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
 - (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person; or
 - (iii)The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.



ATTACHMENT 5 - REHABILITATION SCOPE OF WORK

			ado Apartments - Preliminary Scope Budget						
	Allowance or Allowance or Qualification	revailing Wage Adder	2 with scope quantity revisions - Prev. Wages Included w/ PW Deduct Amounts		Unit of				Deduct Amount for Non-
	Τ̈́́ν	Pre	Description	Unit Qty	Measure	Unit Price	Line Total	Cost Code Total	Prevailing Wages
2-050			Demolition, Abatement, and Fumigation					282,264.16	
			All unit Demo Below	1	LS	162,492.80	162,492.80		-
			Demo Kitchen Cabinets including Hood Demo Bath Cabinets	132 132	Incl Incl	-	0.00		-
			Demo & Disposal, Unit Range	132	Incl	-	0.00		-
			Demo & Disposal, Unit Refrigerator	132	Incl	-	0.00		-
			Demo & Disposal, Unit Toilet	192	Incl	-	0.00		-
			Demo & Disposal, Unit Blinds	132	Incl	-	0.00		-
			Additional labor for demo of Tile Countertops Demo Mail Boxes	132	Incl LS	- 3,823.36	0.00 3,823.36		-
	А		General Exterior Demolition	1	Allow	11,948.00	11,948.00		-
			Termite Tenting - By Owner if Required		Excluded		0.00		-
	А		Mold Abatement	1	Allow	10,000.00	10,000.00		=
		1	Prevailing Wages	1	LS	94,000.00	94,000.00		(94,000.00)
2-210	1	1	Rough Grading	1	N/A				-
2-270	1		Incl. in Landscaping Slope Protection		19/21			-	-
					N/A				-
2-275			Erosion Control					-	-
					N/A				-
2-295	1	1	Finish Grading	1	31/4			-	-
2-510	1		Incl. in Landscaping AC Paving	1	N/A			58,580.39	-
2-510	1		Repair existing areas - Remove and replace approx. 616 SF	1	LS	9,319.44	9,319.44	30,300.05	-
			Seal & Stripe entire lot, including ADA - Incl. Hot Rubber Crack fill approx. 700 LF	22,210	SF	0.36	7,960.95		-
		1	Prevailing Wages	1	LS	6,300.00	6,300.00		(6,300.00)
	A		Regrade, Pave & Stripe, bring to code ADA parking Spaces, R&R Degraded Paving	1	Allow	35,000.00	35,000.00	==	-
2-520	A	1	PCC Paving ADA Path Corrections, Repairs, & Remove and replace concrete for slope and drainage	1	Allow	75,000.00	75,000.00	75,000.00	-
	A	1	Prevailing Wages	1	In Allow.	-	0.00		
2-665		-	Domestic Water					-	-
	Α		Abandon and cap water to demolished buildings -New Construction Budget	1	Allow		0.00		-
2-666	1 .	-	Fire Suppression System Distribution					-	-
2-720	A		Revisions to Fire Water distribution system for two demolished buildings - Pending plans Storm Drainage	1	Allow		0.00	-	-
2-720	A		Abandon and cap storm drains to demolished buildings -New Construction Budget	1	Allow		0.00		-
2-730		-	Sanitary Sewer	-				-	-
	Α		Abandon and cap sewer to demolished buildings -New Construction Budget	1	Allow		0.00		-
2-780	1	-	Dry Utilities					-	-
2-830			Upgrade existing transformers to accommodate increased loads - Unknown if required Fencing, gates & masonry		NA		0.00	117,500.00	-
2-030	1		rencing, gates & masonry					117,500.00	-
	А		Replace existing Decorative Man-Gates - Replace with like for like design, galv. and Powder coated	4	Allow	20,000.00	80,000.00		-
	А		Repair existing automobile gates	1	Allow	7,500.00	7,500.00		-
	Α		Repair Existing Perimeter Fence	1	Allow	30,000.00	30,000.00	0.4.6.400.000	-
2-900	A		Landscaping Landscape incl. demo, grading and drainage mod., planting Pending Plans	1	LS	145,765.60	145,765.60	346,492.00	-
	A	1	Prevailing Wages			200,726.40	200,726.40		(200,726.40)
3-300	4		Cast-In-Place Concrete					-	-
					N/A		0.00		-
3-510	1	-	Gypsum Concrete					-	-
5-120	1	1	Structural Steel		N/A		0.00	-	-
5-120	1	1	Structural Steel		N/A		0.00	-	-
5-510	1	-	Misc. Metals	1	- 4			209,000.00	-
	А		Repair and Clean Existing Stair Systems - Prep for paint - Incl. Community Building	46	Allow	2,000.00	92,000.00		-
	Α		Repair Existing Pre-cast Stair Treads & Intermediate Concrete landings	1	Allow	25,000.00	25,000.00		-
. 110	Α		Repair or Upgrade existing Unit Patio & Balcony railings - Scope to be determined	46	Allow	2,000.00	92,000.00	100 410 00	-
6-110			Rough Carpentry Repair Exterior Wood Trim & Fascia at 22 buildings - Includes 16LF/Bldg	22	Ea	382.34	8,411.39	193,419.03	-
	А	1	Framing to spread boiler load on roofs- Pending engineering	1	Allow	10,000.00	10,000.00		-
			Removal & Replacement of existing Roof Sheathing (96 SF per building x 23 buildings)	23	Ea	836.36	19,236.28		-
	Α		ADA Conversion Allowance - Paint, Cabinets, Flooring, Plumbing, Electric below - Pending Plans	14	Allow	10,000.00	140,000.00		~
	+		Repair Trash Enclosure Trellis Structure	1	Ea	2,031.16	2,031.16		-
6-200	1	1	Prevailing Wages Finish Carpentry and Hardware	1	LS	13,740.20	13,740.20	376,819.61	(13,740.20)
-200			Remove & Replace Interior Bed or Bath door and hardware - Kwikset Kingston (10%)	50	EA	268.83	13,441.50	3/0,019.01	-
	1		Remove & Replace Interior Bedroom Bi-Pass Closet doors & hardware (10%)	50	EA	418.18	20,909.00		-
			Remove & Replace exterior Front and Rear Entry Door (10%) - Fiberglass Preferred	28	EA	716.88	20,072.64		-
			Remove & Replace exterior Entry Door Hardware - Kwikset Kingston (10%)	28	included	-	0.00		-
			Replace exterior Entry Door Frame & Sill - Including plaster repairs (10%) Replace exterior Vented HM Utility Door with metal frame Frame - Reuse existing hardware.	28	EA EA	477.92 1,433.76	13,381.76 65,952.96		-
	1	1	replace exterior venteu rivi ofinity boor with metal frame riane - Keuse existing nardware.	46					-
			Entry Closet Shelf and Pole (10%)	14	EA	149.35	2,090.90		-

	D 10/	20/2	2 mith anno supption and in a Daw We are Induited at 1970 Deduct Amounts						
	Allowance or Qualification	revailing Wage Adder	2 with scope quantity revisions - Prev. Wages Included w/ PW Deduct Amounts		Unit of				Deduct Amount for No
	78	ž		Unit Qty	Measure	Unit Price 238.96	Line Total	Cost Code Total	Prevailing Wages
			Bath Medicine Cabinet , towel rack, TP holder, Curved Shower rod Bath Mirror	192 192	EA EA	238.96	45,880.32 51,385.96		-
			Grab Bars at ADA Toilets	14		328.57	4,599.98		-
		1	Prevailing Wages	1	LS	132,622.80	132,622.80		(132,622.8
240		1	Countertops-Laminate & Unilav Replace existing Unit Kitchen Countertops with Plastic-Laminate	132	EA	1,027.53	135,633.70	480,566.48	-
			Cultured Marble Unilavs at all Units	132		710.91	128,673.99		-
			Replace Solid Surface Countertops at Community Building Laundry Buildings	1	LS	15,532.40	15,532.40		-
		1	Prevailing Wages	1	LS	200,726.40	200,726.40		(200,726.
110		1	Waterproofing	1	N/A		0.00	-	-
200		1	Insulation		19/11		0.00	-	-
					N/A		0.00		-
250		1	Fire stopping	1	37/4		0.00	-	-
320			Roofing	1	N/A		0.00	890,126.00	-
			New 60 mil TPO at flat areas and up parapet sides - remove existing BUR to sheathing	1	LS	681,036.00	681,036.00	070,120.00	-
	-		New Tile at existing pitched roof - remove existing to sheathing	1	LS	209,090.00	209,090.00		-
		1	Prevailing Wages	1	LS		0.00		-
		-	Warranty - 20 year NDL Roofing Contractor 5-Year Warranty		Inc Inc		0.00		-
		1	Roofing Contractor 5-Year Warranty Remove Existing Flashing and Replace with new G.S.M. flashing as required for roof warranty	+	Inc		0.00		-
350			Awnings					151,118.30	-
			Replace Awnings Fabric	184	EA	710.91	130,806.70		-
			Remove, Repair, Paint and Reinstall Awning Frames Prevailing Wages	184	Inc LS	-	0.00 20.311.60		-
570		1	Pedestrian Coatings	1	1.5	20,311.60	20,311.60	253,297.60	(20,311.
			Remove existing and Replace all existing at 2nd level Unit & Common Building Decks & Landings - 5		[100,100	
			year warranty - SEE OPTIONS	1	LS	191,168.00	191,168.00		-
			Replace existing sheet metal flashing at deck edge	1		23,896.00	23,896.00		
:00		1	Prevailing Wages Flashing & Sheet Metal	1	LS	38,233.60	38,233.60	20,000.00	(38,233.
500	A	1	New Sheet Metal Gutters/Downspouts/Scuppers/Extensions	1	Allow	20,000.00	20,000.00	20,000.00	-
	-		Remove Existing Metal Flashing associated with Roofing		in 7-320	.,,	0.00		-
360			Overhead Doors	· ·				-	-
400			Entrances & Storefront	1	NA		0.00	-	-
*00		1	Entrances & Storefront		NA		0.00	-	-
630			Windows					1,294,715.15	-
			Replace all original Unit windows - w/o grids	875	EA	1,045.45	914,768.75		-
		1	Community & Laundry Bldg Prevailing Wages	55	EA LS	955.84 327,375.20	52,571.20 327,375.20		(327,375.
810		1	Mirrors	1	1.5	327,373.20	327,373.20	-	(327,373.
					in 6-200		0.00		-
00			Lath and Plaster	т. Т				75,000.00	-
	A		Misc Plaster repairs due to deck leaks, door jamb replacements, etc.	1	Allow	75,000.00	75,000.00	(00 0(0 4)	-
50		1	Drywall Typical pre-paint unit drywall repairs - One hour or less	132	Ea	173.25	22,868.47	638,368.46	-
			Patching & texture at Bath fan install for wiring	132	Ea	639.22	84,376.78		-
	-		Patching for removal and replacement of Kitchen cabinets	132	Ea	346.49	45,736.94		
			Drywall removal, patch & texture for wiring bedroom ceiling fans Requires full paint option.	308	EA	483.89	149,039.35		-
	Α	-	Drywall removal, patch & texture for dishwasher circuit and wiring Need Electric Plan Blocking and drywall revisions for hydronic fan coil installations to code	132 132	Allow Ea	500.00 238.96	66,000.00 31,542.72		
		1	Patching for removal and replacement of Bath vanities	132		238.96	31,542.72 39,428.40		
		L	Patching and firestopping for relocation of boilers to roofs	22	Ea	298.70	6,571.40		-
	А		Drywall Repairs Due to Mold	1		10,000.00	10,000.00		
10	1		Prevailing Wages	1	LS	182,804.40	182,804.40		(182,804
10			Ceramic Tile		NA		0.00	-	-
10		1	Acoustic Ceiling Tile System	-			0.00	-	-
					NA		0.00		-
50		1	Resilient Flooring	-	10	570 000 00	FT0 000 00	614,127.20	-
		-	All flooring for 132 Units per below: Remove & Replace Furnishings - Reasonable only. Aquariums and certainheavy items excluded.	1 132	LS included	578,283.20	578,283.20 0.00		
			Floor Prep - Carpet removal included - Vinyl flooring removal Extra if Required	132	included	-	0.00		
			Floor Prep - One hour included	132	included	-	0.00		-
		1	Vinyl Plank Flooring throughout - 1-Bed - 12 mil	13	included	-	0.00		
		-	Vinyl Plank Flooring throughout - 1-Bed with Loft & circular stairs - 12 mil Vinyl Plank Flooring throughout - 2-Bed - 12 mil	3 56	included included	-	0.00		
		1	Vinyl Plank Flooring throughout - 2-Bed - 12 mil	60		-	0.00		
			Trim LVP to existing Baseboard with .687" primed 1/4 round.	132	included	-	0.00		
		1	Prevailing Wages	1	LS	35,844.00	35,844.00		(35,844
		1	Carpeting				0.00	-	-
85				~	in also 1 - 1				
			Carpeting at Spiral Stairs	3	included	-	0.00	1,112,579.60	
		1		3	included	-	0.00	1,112,579.60	
			Carpeting at Spiral Stairs Painting Coomplete Interior & Exterior Paint - 22 buildings, , Laundries, Community Building, Previously Painted Site Work	1	LS	770,646.00	770,646.00	1,112,579.60	-
585 2000			Carpeting at Spiral Stairs Painting Coomplete Interior & Exterior Paint - 22 buildings, , Laundries, Community Building, Previously	1	LS	770,646.00		1,112,579.60	

			cado Apartments - Preliminary Scope Budget						
	Rev. 10/2	20/2	2 with scope quantity revisions - Prev. Wages Included w/ PW Deduct Amounts						
	Allowance or Qualification	revailing Wage Adder			Unit of				Deduct Amount for No
	Allo Que	Prev	Description	Unit Qty	Measure	Unit Price	Line Total	Cost Code Total	Prevailing Wages
			Full Paint - 1-Bed	13	Incl.	-	0.00		-
			Full Paint - 1-Bed with Loft & circular stairs Full Paint - 2-Bed	3	Incl. Incl.	-	0.00		-
			Full Paint - 3-Bed	60	Incl.	-	0.00		-
			Paint New Exterior Metal Utility Closet Doors - Included with full exterior paint Paint Unit Interiors complete- One color/One sheen - ADA Units	44	Incl. Incl.	-	0.00		-
	A		Extraordinary Prep (cleaning & Kilz primer)	14	Allow	5,000.00	5,000.00		-
			Paint Trash Enclosures	1	Incl.	-	0.00		-
			Paint Building Exteriors - all building except Community Paint Community Building Interior and Exterior	1	Incl. Incl.	-	0.00		-
			Paint Laundry Buildings - Interior & Exterior	1	Incl.	-	0.00		-
150		1	Prevailing Wages	1	LS	336,933.60	336,933.60		(336,933.
-150		1	Bathroom Partitions		NA		0.00	-	-
-350		-	Furnishings					-	-
400			Simon a		NA		0.00	40,000.00	-
-400	A		Signage Building & Site Signage	1	Allow	40,000.00	40,000.00	40,000.00	-
-520		1	Fire Protection Specialties					-	-
-552			Mailboxes		NA		0.00	40,000.00	-
336	A	I	Replace Existing Mailboxes - Allowance Pending Specs and awning details	1	Allow	40,000.00	40,000.00		-
-450			Residential Equipment/Appliances - White					469,376.75	-
		_	Unit Refrigerator - Energy Star Unit Electric Range	132	EA EA	997.66 633.24	131,690.86 74,722.79		-
			Unit Range Hood - Vented	118	EA	374.27	44,163.99		-
			Unit Dishwasher - Install by Plumber	118	EA	669.09	78,952.38		-
			Unit Electric Range ADA Unit Range Hood - Add Vent at Existing ADA	14	EA EA	633.24 408.62	8,865.42 5,720.70		-
			Unit Dishwasher - ADA	14	EA	669.09	9,367.23		-
			Community Refrigerator - Energy Star - SS	2	EA	1,194.80	2,389.60		
			Community Electric Range ADA - SS	2	EA EA	1,051.42 408.62	2,102.85 817.24		-
			Community Range Hood - Add Vent at Existing ADA Community Dishwasher - ADA - SS	2	EA	408.62 716.88	1,433.76		-
			Serial Numbers/ Anti-Tip/Etc	134	EA	61.83	8,285.34		-
		1	Delivery/Spread/Uncrate/Install	134	EA	298.70	40,025.80		(22.020
		1	Prevailing Wages- Delivery and Install labor Tax	134 8.00%	Ea LS	238.96 360,226.82	32,020.64 28,818.15		(32,020.
-300			Manufactured Casework					880,149.42	-
			All Unit Kitchen and Bath Cabinets below: Materials Only Unit Kitchen Cabinets including Pantry - One Bedroom - Plywood	1	LS included	698,958.00	698,958.00 0.00		-
			Unit Kitchen Cabinets including Pantry - Two Bedroom - Plywood	56	included	-	0.00		
			Unit Kitchen Cabinets including Pantry - Three Bedroom - Plywood	60	included	-	0.00		
			ADA Unit Kitchen Cabinets - pantry & linen cabinets not incl Plywood Hall Linen Cabinets - One bedroom including installation	14	included included	-	0.00		
			Hall Linen Cabinets - Two bedroom including installation	56	included	-	0.00		
			Hall Linen Cabinets - Three bedroom including installation	60	included	-	0.00		
			Unit Bath Cabinets ADA Unit Bath Cabinets	181	included included	-	0.00		-
		-	Community Building Cabinets	14	included	-	0.00		
			Unit Cabinet Installation	118	EA	866.23	102,215.14		
]		-	ADA Unit Cabinet Installation Community Cabinet Installation		EA	866.23	12,127.22		-
		1	Prevailing Wage installation	2	Ea LS	866.23 65,116.60	1,732.46 65,116.60		(65,116
-500			Window Treatment/Window Canopies					142,181.20	-
]		-	Replace Window Blinds (demo in 2-050) - excludes transom windows Replace Roller Shades for apt doors (demo in 2-050)		LS	62,129.60	62,129.60		-
		1	Replace Roller Shades for apt doors (demo in 2-050) Prevailing Wages		LS LS	56,155.60 17,922.00	56,155.60 17,922.00		(17,922
		Ľ	Replace Community Building Window Blinds (demo included in 2-050 above)		LS	5,974.00	5,974.00		(17,722
300	4.12					00 000 0		90,000.00	-
	Allow	1	Elevator Modernization for Current Code Compliance (utilizing existing electrical conduit) Prevailing Wages	1	EA NA	80,000.00	80,000.00 0.00		
	А	Ľ	Upgrade Cab Interiors - (Lighting and Flooring)	1		10,000.00	10,000.00		
560		-	Trash Chutes		NA		0.55	-	-
300		1	Fire Sprinklers		NA		0.00	-	-
					NA		0.00		
400			Plumbing Kitchen Sinks, Disposals, Faucets, supplies, angle stops & traps	118	ΨA	949.87	112,084.19	1,385,554.23	
		+	Kitchen Sinks, Disposals, Faucets, supplies, angle stops & traps Lavatory Faucets, supplies, angle stops & traps	118	EA EA	949.87 471.95	90,613.63		
		L	Plumb for and install dishwashers	132	EA	179.22	23,657.04		
	-	1	Toilets - Remove and Replace with 1.28 GPF toilets	192		591.43	113,553.79		
			Demo & replace Tub / Shower Valve & trim (10% Est.) Remove & replace Tub shower cartridges (25% Est.)	14	EA EA	710.91 232.99	9,952.68 11,183.33		
		-	Resurface existing tub (25% Est.)	48	EA	477.92	22,940.16		
		1	Resurface existing tub - Prevaling Wage	48	Ea	119.48	5,735.04		(5,735
	А		Allowance for Extraordinary tub repairs Remove & Replace Existing Toilet for flooring intallation	1	Allow NA	2,000.00	2,000.00		
			I REFUSIVE & SERVICE EXISTING LOVER for flooring intallation	1 1			0.00		
	А		Foundation Demo and plumbing realignments if necessary for ADA Bath conversions	14		4,000.00	56,000.00		

		0/2	2 with scope quantity revisions - Prev. Wages Included w/ PW Deduct Amounts			l			
	Allowance or Qualification	Prevailing Wage Adder	Description	Unit Qty	Unit of Measure	Unit Price	Line Total	Cost Code Total	Deduct Amount for N Prevailing Wages
	۹U	2	Demo & replace with ADA compliant Kitchen Sinks, Disposals, Faucets, supplies, angle stops &						0 0
			traps	14	Inc	-	0.00		
			Demo & replace with ADA compliant Lav, Faucets, supplies, angle stops & traps	14	Inc	-	0.00		
			Demo & replace with ADA compliant Toilets, 1.28 GPF Demo & replace with ADA compliant Tub / Shower Valve, valve & trim	14 14	Inc Inc	-	0.00		
			Replace Kitchen sinks, disposals, faucets, supplies, angle stops & traps in Community Building with	14	inc		0.00		
			ADA Compliant	2	EA	1,015.58	2,031.16		
			Replace Restroom Wall hung Lav, Fixtures, supplies, angle stops & traps in Community Building with						
			ADA Compliant	7	EA	949.87	6,649.06		
			Replace Toilets in Community Building with ADA Compliant, 1.28 GPF Replace Drinking Fountains at Community Building with ADA Compliant - Single	7	EA EA	710.91 3,405.18	4,976.34 6,810.36		
			Add water softeners at [2] boilers which do not presently exist	2	EA	3,883.10	7,766.20		
			Replace exist boilers with Raypak XFIRE WH7-300B NG on Roof	24	EA	28,675.20	688,204.80		
		1	Prevailing Wages	1	LS	71,688.00	71,688.00		(71,68
40		1	HVAC					923,819.36	
			R & R Unit HVAC Equipment & thermostat with cased equipment per Title 24 Reconnect Flex ductwork to Supply Plenum	132	Units	3,883.10	512,569.20		
			Reconnect Fiex ductwork to Supply Plenum Flush-out line set	+	included included		0.00		
			Install new Access panel with 2 filters per EC motors		included		0.00		
			Duct oven exhausts to outside walls - incl stucco repairs.	132	Estimate	716.88	94,628		
			R & R Community Bldg HVAC Equipment & thermostat with cased equipment per Title 24	1	LS	47,792.00	47,792.00		
			Sealing of Return Airs		included		0.00		
		1	Prevailing Wages	1	LS	268,830.00	268,830.00 0.00		(268,83
20			HERS Testing Electrical		By owner		0.00	777,776.99	
			Kitchen GFIC (25%) Many exist	33	EA	89.61	2,957.13	111,110.55	
			Bath GFCI (25%) Many exist	48	EA	89.61	4,301.28		
			Audio/Visual Fire Life Safety Devices Per Code	7	EA	1,493.50	10,454.50		
			Smoke Detectors Hardwire Smoke/CO in Units per Code	132	EA	89.61	11,828.52		
				100		(22.12	00 50 4 50		
			Humidistat Exhaust Fans - including rewiring to meet code. (Some existing fans installed in walls) Unit Safe Off and New Switch for ADA Range Hood	192 14	EA EA	430.13 77.66	82,584.58 1,087.27		
	А		Convert Existing Unit to ADA Compliant - Pending Plans	14	Allow	2,500.00	35,000.00		
			Community Safe Off and New Switch for ADA Range Hood	2	EA	238.96	477.92		
	Α		Community Bldg Light Fixtures - Pending Specs	1	Allow	15,000.00	15,000.00		
			Unit kitchen ceiling light Fixture - LED	132	EA	149.35	19,714.20		
			Unit vanity light Fixture - LED	192	EA	197.14	37,851.26		
			Unit hall ceiling light Fixture - LED Install Dining Room E-Star ceiling fan/light fixture	192 132	EA Ea	131.43 414.58	25,234.18 54,723.90		
			Exterior Building Light Fixture Upgrade - Unit Patios - LED	132	EA	179.22	23,657.04		
			Exterior Building Light Fixture Upgrade - Stair Entries - LED	66	EA	268.83	17,742.78		
			Exterior Building Light Fixture Upgrade - Wall Packs - LED	30	EA	268.83	8,064.90		
			Exterior Building Light Fixture Upgrade - Replace Pole Light Lamps - LED	14	EA	358.44	5,018.16		
			Add electrical Disconnect on roof for boilers	24	EA	418.18	10,036.32		
	Α		Add a dedicated circuit for dishwashers, Including wiring from subpanels to kitchens. Add a circuit & switching for ceiling fan at unit bedrooms	132 308	Allow EA	300.00 316.62	39,600.00 97,519.58		
			Add Bedroom ceiling fan/light fixture	308	EA	316.62	97,519.58 119,599.48		
		1	Prevailing Wages	1	LS	155,324.00	155,324.00		(155,32
20			Low Voltage					96,342.76	
	Α		Replace Automobile Entry Gate Access Control System, Loop, etc.	1	Allow	20,000.00	20,000.00		
			Replace Telephone Entry System at main entrance	1		13,142.80	13,142.80		
	А		Keypad, electric strike and card reader - Rear (West) Gate Intrusion Detection System at Community Building	1	EA Allow	4,181.80 4,000.00	4,181.80 4,000.00		
	л	1	Prevailing Wages - Telephone entry system and gate card reader only	1	LS	5,018.16	5,018.16		(5,01
	А		CCTV Security System - Combination wireless and hardwired (Owner's Vendor)	1	Allow	50,000.00	50,000.00		(3,01
01			Rough and Finish Clean Up - Disposal					206,485.34	
			Final Cleanup - Units and Community	133		268.83	35,754.39		
			Misc. Cleanup Supplies		LS	2,987.00	2,987.00		
			Roll-off Waste Containers - 40 yard mixed waste Rough Clean & Site Maintenance Labor (Safety, SWPPS, etc.)	33	LS	1,075.32	35,485.56		
		1	Rough Clean & Site Maintenance Labor (Safety, SW PPS, etc.) Prevailing Wages		LS LS	67,739.19 64,519.20	67,739.19 64,519.20		(64,5
otal		_ <u> </u>		· ·	~	01,517.20	12,240,660.04	12,240,660.04	(2,275,79
					GC's		496,746.11	496,746.11	(13,73
		_		1.000/			140,357.09	140,357.09	-25,0
)				1.00%	Insurance				
				1.00% 1.25% 7.00%	Bond cost		175,446.37 982,499.65	175,446.37 982,499.65	-31,3 -175,5

ATTACHMENT 6

SAN DIEGO HOUSING COMMISSION

MULTIFAMILY HOUSING REVENUE BOND PROGRAM SUMMARY

General Description:

The multifamily housing bond program provides below-market financing (based on bond interest being exempt from income tax) for developers willing to set aside a percentage of project units as affordable housing. Multifamily housing revenue bonds are also known as "private activity bonds" because the projects are owned by private entities, often including nonprofit sponsors and forprofit investors. Bond Issuer: Housing Authority of the City of San Diego. There is no direct legal liability to the City, the Housing Authority or the Housing Commission in connection with the issuance or repayment of bonds. There is no pledge of the City's faith, credit or taxing power nor of the Housing Authority's faith and credit. The bonds do not constitute a general obligation of the issuer because security for repayment of the bonds is limited to specific private revenue sources, such as project revenues. The developer is responsible for the payment of costs of issuance and all other costs under each financing. Affordability: Minimum requirement is that at least 20% of the units are affordable at 50% of Area Median Income (AMI). Alternatively, a minimum of the units may be affordable at 50% AMI with an additional 30% of the units affordable at 60% AMI. The Housing Commission requires that the affordability restriction be in place for a minimum of 15 years. Due to the combined requirements of state, local, and federal funding sources, projects financed under the Bond Program are normally affordable for 30-55 years and often provide deeper affordability levels than the minimum levels required under the Bond Program. Rating: Generally "AAA" or its equivalent with a minimum rating of "A" or, under conditions that meet IRS and Housing Commission requirements, bonds may be unrated for private placement with institutional investors (typically, large banks). Additional security is normally achieved through the provision of outside credit support ("credit enhancement") by participating financial institutions that underwrite the project loans and guarantee the repayment of the bonds. The credit rating on the bonds reflects the credit quality of the credit enhancement provider.

Approval Process:

• Inducement Resolution: The bond process is initiated when the San Diego Housing Commission (Housing Commission) adopts an "Inducement Resolution" to establish the date from which project costs may be reimbursable from bond proceeds (if bonds are later issued) and to authorize staff to work with the financing team to perform a due diligence process. The Inducement Resolution does not represent any commitment by the Housing Commission, or the Housing Authority, or the developer to proceed with the financing.

• TEFRA Hearing and Resolution (Tax Equity and Fiscal Responsibility Act of 1982): to assure that projects making use of tax-exempt financing meet appropriate governmental purposes and provide reasonable public benefits, the IRS Code requires that a public hearing be held and that the issuance of bonds be approved by representatives of the governmental unit with jurisdiction over the area in which the project is located. This process does not make the Housing Commission, the Housing Authority, or the City of San Diego financially or legally liable for the

bonds or for the project. [Note: Members of the Housing Commission or the San Diego City Council may be asked to take two actions at this stage in the bond process -- one in their capacity as approving the TEFRA hearing resolution and another as approving the bond inducement.]

• Application for Bond Allocation: The issuance of these "private activity bonds" (bonds for projects owned by private developers, including projects with nonprofit sponsors and for-profit investors) requires an allocation of bond issuing authority from the State of California. To apply for an allocation, an application approved by the Housing Commission and supported by an adopted inducement resolution and by proof of credit enhancement (or bond rating) must be filed with the California Debt Limit Allocation Committee (CDLAC). In addition, evidence of a TEFRA hearing and approval must be submitted prior to the CDLAC meeting.

• Final Bond Approval: The Housing Authority retains absolute discretion over the issuance of bonds through adoption of a final resolution authorizing the issuance. Prior to final consideration of the proposed bond issuance, the project must comply with all applicable financing, affordability, and legal requirements and undergo all required planning procedures/reviews by local planning groups, etc. • Funding and Bond Administration: All monies are held and accounted for by a third party trustee. The trustee disburses proceeds from bond sales to the developer in order to acquire and/or construct the housing project. Rental income used to make bond payments is collected from the developer by the trustee and disbursed to bond holders, if rents are insufficient to make bond payments, the trustee obtains funds from the credit enhancement provider. No monies are transferred through the Housing Commission or Housing Authority, and the trustee has no standing to ask the issuer for funds.

Bond Disclosure: The offering document (typically a Preliminary Offering Statement or bond placement memorandum) discloses relevant information regarding the project, the developer, and the credit enhancement provider. Since the Housing Authority is not responsible in any way for bond repayment, there are no financial statements or summaries about the Housing Authority or the City that are included as part of the offering document. The offering document includes a paragraph that states that the Housing Authority is a legal entity with the authority to issue multifamily housing bonds and that the Housing Commission acts on behalf of the Housing Authority to issue there is no pending or threatened litigation that would affect the validity of the bonds or curtail the ability of the Housing Authority to issue bonds. This is the extent of the disclosure required of the Housing Authority, Housing Commission, or the City. However, it is the obligation of members of the Housing Authority to disclose any material facts known about the project, not available to the general public, which might have an impact on the viability of the project.





Real Estate Department

DEVELOPERS/CONSULTANTS/SELLERS/CONTRACTORS/ ENTITY SEEKING GRANT/BORROWERS

(Collectively referred to as "CONTRACTOR" herein)

Statement for Public Disclosure

- 1. Name of CONTRACTOR: MAAC, Inc.
- 2. Email: amanriquez@maacproject.org
- 2. Address and Zip Code: 1355 Third Ave, Chula Vista, CA, 91911
- 3. Telephone Number: <u>619-426-3595</u>
- 4. Name of Principal Contact for CONTRACTOR: <u>Arnunlfo Manriquez</u>
- 5. Federal Identification Number or Social Security Number of CONTRACTOR: <u>95-2457354</u>
- 6. If the CONTRACTOR is not an individual doing business under his own name, the CONTRACTOR has the status indicated below and is organized or operating under the laws of California as (*you may copy and paste requested documents of any size into the boxes throughout this form*):

A corporation (copy and paste Articles of Incorporation here):

A nonprofit or charitable institution or corporation (*copy and paste Articles of Incorporation and documentary evidence verifying current, valid nonprofit or charitable status*):

A partnership known as (Name):

Check one:

V

General Partnership (copy and paste statement of General Partnership):

Limited Partnership (copy and paste Certificate of Limited Partnership):

A business association or a joint venture known as: (copy and paste Joint Venture or Business Association Agreement)

A Federal, State, or local government or instrumentality thereof

Other (Please explain):



7. If the CONTRACTOR is not an individual or a government agency or instrumentality, list name and date of organization:

MAAC, Inc. 1965

- 8. Provide names, addresses, telephone numbers, title of position (if any) and nature and extent of the interest of the current officers, principal members, shareholders, and investors of the CONTRACTOR, other than a government agency or instrumentality, as set forth below:
 - a. If the CONTRACTOR is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
 - b. If the CONTRACTOR is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
 - c. If the CONTRACTOR is a partnership, each partner, whether a general or limited, and either the percent of interest or a description of the character and extent of interest.
 - d. If the CONTRACTOR is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.
 - e. If the CONTRACTOR is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%. (Attach extra sheet if necessary)

	Name/Title (if any)	Address	Phone	Email	Percent of Interest & Description of character and extent of interest
8.1					%
8.2					%
8.3					%

Text will allow multiple lines

You may also copy and paste your complete list here:

San Diego, CA 92101 Gustavo Preze@ey.com Office: 685-35-724	Gustavo Perez, Chair LOS Parlic Highway #2003
Gustavo-Perez@ey.com Office: 585-5724	San Diego, CA 92101
Office: 858-535-7234	Gustavo.Perez@ev.com
	Office: 858-535-7234
Cell: 619-851-8685	Cell: 619-851-6685

9. Has the makeup as set forth in Item 8(a) through 8(e) changed within the last twelve (12) months? If yes, please explain in detail.

Ľ	Yes	V No



10. Is it *anticipated* that the makeup as set forth in Item 8(a) through 8(e) will change within the next twelve (12) months? If yes, please explain in detail.



~	No
~	No

11. Provide name, address, telephone number, and nature and extent of interest of each person or entity (not named in response to Item 8) who has a beneficial interest in any of the shareholders or investors named in response to Item 8 which gives such person or entity more than a computed 10% interest in the CONTRACTOR (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the CONTRACTOR or more than 50% of the stock in the corporation which holds 20% of the stock of the CONTRACTOR):

Text will allow multiple lines

	Name/Title (if any)	Address	Phone	Email	Percent of Interest & Description of character and extent of interest
11.1					%
11.2					%
11.3					%

You may also copy and paste your complete list here:

12. Names, addresses and telephone numbers (*if not given above*) of officers and directors or trustees of any corporation or firm listed under Item 8 or Item 11 above:

	Name/Title (if any)	Address	Phone	Email
12.1				
12.2				
12.3				

You may also copy and paste your complete list here:



13. Is the CONTRACTOR a subsidiary of or affiliated with any other corporation or corporations, any other firm or any other business entity or entities of whatever nature? If yes, list each such corporation, firm or business entity by name and address, specify its relationship to the CONTRACTOR, and identify the officers and directors or trustees common to the CONTRACTOR and such other corporation, firm, or business entity.

Text will allow I	multiple lines
-------------------	----------------

	Name of <i>affiliated</i> Corporation/Firm/Business Entity	Address	Relationship to CONTRACTOR	List Common Officers/Directors/Trustees by Name	
13.1					
13.2					
13.3					

You may also copy and paste your complete list here:

14. Provide description of the financial condition of the CONTRACTOR as of the date of the statement and for a period of twenty-four (24) months prior to the date of its statement as reflected in the financial statements that was requested (attached) as part of the Application, including, but not necessarily limited to, profit and loss statements and statements of financial position:

Financials are in accordance with accounting principles generally accepted in the United States of America.

15. If funds for the development/project are to be obtained from sources other than the CONTRACTOR's own funds, provide a statement of the CONTRACTOR's plan for financing the development/project:

TCAC/CDLAC (SEP 2025), Existing Debt Rollover (RDA), CDB Grant

- 16. Provide sources and amount of cash available to CONTRACTOR to meet equity requirements of the proposed undertaking:
 - a. In banks/savings and loans: Name: California Bank and Trust Address: PO BOX 26547, Salt Lake City, UT, 84216-0547 Amount: \$ 1,000,000.00
 - b. By loans from affiliated or associated corporations or firms: Name: N/A

Address: Amount: \$



c. By sale of readily salable assets/including marketable securities:

Description	Market Value (\$)	Mortgages or Liens (\$)
N/A		

Enter additional information as needed:

17. Names and addresses of bank references, and name of contact at each reference:

Text will allow mulitple lines

	Bank Name	Bank Address	Bank Contact Name	Bank Contact Phone/Email
17.1	California Bank & Trust	4320 La Jolla Village Dr. Ste. 130, San Diego, CA 92122	Jacob Richards	858.523.3166
17.2	Red Stone Equity Partners	5800 Armada Drive, Suite 235, Carlsbad, CA 92008	Matt Grosz	619.535.3903
17.3				

You may also copy and paste your complete list of bank references here:

18. Has the CONTRACTOR or any of the CONTRACTOR's officers or principal members, shareholders or investors, or other interested parties been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

Yes	No No
If yes, provide date, place, and under what name:	

19. Has the CONTRACTOR or anyone referred to above as "principals of the CONTRACTOR" been convicted of any felony within the past 10 years?





If yes, for each case, provide (1) date, (2) charge, (3) place, (4) court, and (5) action taken. You may copy and paste any explanation deemed necessary:

Case 1:	
Case 2:	
Case 3:	

20. List undertakings (including, but not limited to, bid bonds, performance bonds, payment bonds and/or improvement bonds) comparable to size of the proposed project which have been completed by the CONTRACTOR including identification and brief description of each project, date of completion, and amount of bond, whether any legal action has been taken on the bond:

Type of Bond	Project Description	Date of Completion	Amount of Bond	Action on Bond
SDHC	Affordable housing	11/2007	670,000	Repaid 2015
SDHC	Affordable housing	11/2007	799,957	Repaid 2015
SDHC	Affordable housing	1/2007	799,370	Repaid 2015

Enter additional information as needed:

- 21. If the CONTRACTOR, or a parent corporation, a subsidiary, an affiliate, or a principal of the CONTRACTOR is to participate in the development as a construction contractor or builder, provide the following information:
 - a. Name and addresses of such contractor or builder:

	Name	Address	Affiliation
21.a1			
21.a2			
21.a3			



b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract?



No
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If yes, please explain, in detail, each such instance:

c. Total amount of construction or development work performed by such contractor or builder during the last three (3) years: \$_____

c.1 General description of such work:

c.2 through c.4 Complete one table for each project. Text will allow multiple lines:

C.2 Project Name:
Project Location:
Project Details:
Business Name of Project Owner:
Principal Contact of Project Owner:
Principal Contact Phone & Email
Bonding Company Name & Address:
Principal Bond Contact Phone & Email:
Change Order Details:
Change Order Cost:
Litigation Location/Date:
Litigation Details:
Litigation Outcome Details:



c.2 through c.4 Complete one table for each project. Text will allow multiple lines:

	C.3 Project Name:	
ject	Project Location:	
Project	Project Details:	
er	Business Name of Project Owner:	
Owner	Principal Contact of Project Owner:	
0	Principal Contact Phone & Email	
Bond	Bonding Company Name & Address:	
Bo	Principal Bond Contact Phone & Email:	
c/o	Change Order Details:	
	Change Order Cost:	
	Litigation Location/Date:	
Litigation	Litigation Details:	
Liti	Ligation Outcome Details:	



c.2 through c.4 Com	nlete one table fo	or each project	Text will allow mul	tinle lines [.]
C.Z through C.+ Com	piece one cubie re	n cuch project.		upic mics.

	C.4 Project Name:
ject	Project Location:
Project	Project Details:
Ŀ	Business Name of Project Owner:
Owner	Principal Contact of Project Owner:
0	Principal Contact Phone & Email
Bond	Bonding Company Name & Address:
Bo	Principal Bond Contact Phone & Email:
c/o	Change Order Details:
-	Change Order Cost:
	Litigation Location/Date:
Litigation	Litigation Details:
Liti	Litigation Outcome Details:

d. Construction contracts or developments now being performed by such contractor or builder:

Identification of Contract or Development	Location		Date to be Completed





e. Outstanding construction-contract bids of such contractor or builder:

Awarding Agency	Amount	Date Opened

Enter additional information as needed:

Vac

22. Provide a detailed and complete statement regarding equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the proposed project, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

MAAC has developed, owned, and managed affordable housing communities since 1994. MAAC has developed nearly 1000 affordable housing units and over the
years, MAAC and its team have formed lasting relationships within the community and industry that enable it to be successful in funding, building, and operating its
communities.

23. Does any member of the governing body of the San Diego Housing Commission ("SDHC"), Housing Authority of the City of San Diego ("AUTHORITY") or City of San Diego ("CITY"), to which the accompanying proposal is being made or any officer or employee of the SDHC, the AUTHORITY or the CITY who exercises any functions or responsibilities in connection with the carrying out of the project covered by the CONTRACTOR's proposal, have any direct or indirect personal financial interest in the CONTRACTOR or in the proposed contractor?

lf yes, expla	in:		

24. Statements and other evidence of the CONTRACTOR's qualifications and financial responsibility (other than the financial statement referred to in Item 8) are copy and pasted hereto and hereby made a part hereof as follows:

MAAC is proposing to develop MAAC's own project using tax-exempt bond funding. This Disclosure Statement is part of a Bond Inducement and the experience of the development team and consultants will help to ensure timely performance and completion of the project. The developer has a dedicated staff to ensure compliance with program requirements and timely achievement of project goals and outcomes. The general contractor has over 30 years of experience, much of it constructing and rehabilitating affordable housing.



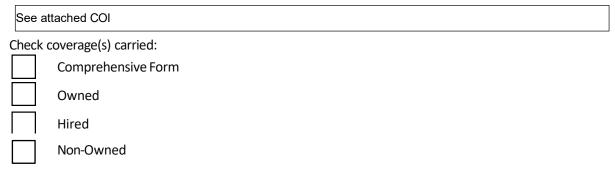
25. Is the proposed CONTRACTOR, and/or are any of the proposed subcontractors, currently involved in any construction-related litigation?

·	Yes	✓ No	
lf yes, please	explain:		

- 26. State the name, address, and telephone numbers of CONTRACTOR's insurance agent(s) and/or companies for the following coverages. List the amount of coverage (limits) currently existing in each category.
 - a. General Liability, including Bodily Injury and Property Damage Insurance [copy and paste certificate of insurance showing the amount of coverage and coverage period(s)]:

See attached COI		
Check coverage(s) carried: Comprehensive Form		
Premises - Operations		
Explosion and Collapse Hazard		
Underground Hazard		
Products/Completed Hazard		
Contractual Insurance		
Broad Form Property Damage		
Independent Contractors		
Personal Injury		

b. Automobile Public Liability/Property Damage [(copy and paste certificate of insurance showing the amount of coverage and coverage period(s)]:





c. Workers Compensation [copy and paste certificate of insurance showing the amount of coverage and coverage period(s)]:

See attached COI

d. Professional Liability (Errors and Omissions) [copy and paste certificate of insurance showing the amount of coverage and coverage period(s)]:

See attached COI

e. Excess Liability [copy and paste certificate(s) of insurance showing the amount of coverage and coverage period(s)]:

See attached COI

f. Other (Specify) [copy and paste certificate(s) of insurance showing the amount of coverage and coverage period(s)]:

See attached COI

- 27. CONTRACTOR warrants and certifies that it will not during the term of the PROJECT, GRANT, LOAN, CONTRACT, DEVELOPMENT and/or RENDITIONS OF SERVICES discriminate against any employee, person, or applicant for employment because of race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, sexual orientation, marital status, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SDHC setting forth the provisions of this nondiscrimination clause.
- 28. The CONTRACTOR warrants and certifies that it will not without prior written consent of the SDHC, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of the SDHC, during the term of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT and/or RENDITION OF SERVICES.
- 29. CONTRACTOR warrants and certifies that no member, commissioner, councilperson, officer, or employee of the SDHC, the AUTHORITY and/or the CITY, no member of the governing body of the locality in which the PROJECT is situated, no member of the government body in which the SDHC was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, has during his or her tenure, or will for one (1) year thereafter, have any interest, direct or indirect, in this PROJECT or the proceeds thereof.



30. List all citations, orders to cease and desist, stop work orders, complaints, judgments, fines, and penalties received by or imposed upon CONTRACTOR for safety violations from any and all government entities including but not limited to, the City of San Diego, County of San Diego, the State of California, the United States of America and any and all divisions and departments of said government entities for a period of five (5) years prior to the date of this statement. If none, please state:

Government Entity Making Complaint	Date	Resolution

Enter additional information as needed:

31. Has the CONTRACTOR ever been disqualified, removed from, or otherwise prevented from bidding on or completing a federal, state, or local government project because of a violation of law or a safety regulation?

🗸 No

If yes, please explain in detail:

Yes

32. Please list all licenses obtained by the CONTRACTOR through the State of California and/or the United States of America which are required and/or will be utilized by the CONTRACTOR and/or are convenient to the performance of the PROJECT, DEVELOPMENT, LOAN, GRANT, CONTRACT, or RENDITION OF SERVICES. State the name of the

governmental agency granting the license, type of license, date of grant, and the status of the license, together with a statement as to whether the License has ever been revoked:

Government Agency	License Description	License Number	Date Issued (Original)	Status (Current)	Revocation (Yes/No)

Enter additional information as needed here:



- 33. Describe in detail any and all other facts, factors or conditions that may adversely affect CONTRACTOR's ability to perform or complete, in a timely manner, or at all, the PROJECT, CONTRACT, SALES of Real Property to, DEVELOPMENT, repayment of the LOAN, adherence to the conditions of the GRANT, or performance of consulting or other services under CONTRACT with the SDHC.
- 34. Describe in detail, any and all other facts, factors or conditions that may favorably affect CONTRACTOR's ability to perform or complete, in a timely manner, or at all, the PROJECT, CONTRACT, DEVELOPMENT, repayment of the LOAN, adherence to the conditions of the GRANT, or performance of consulting or other services under CONTRACT with the SDHC.

MAAC is proposing to develop MAAC's own project using tax-exempt bond funding. This Disclosure Statement is part of a Bond Inducement and the experience of the development team and consultants will help to ensure timely perform	nance and
completion of the project. The developer has a dedicated staff to ensure compliance with program requirements and timely achievement of project goals and outcomes. The general contractor has over 30 years of experience, much of it	
constructing and rehabilitating affordable housing.	

35. List all CONTRACTS with DEVELOPMENTS for or with, LOANS with, PROJECTS with, GRANTS from, SALES of Real Property to, the SDHC, AUTHORITY and/or the CITY within the last five (5) years:

Date	Entity Involved (i.e. City, SDHC, et al.)	Status (Current, delinquent, repaid, etc.)	Dollar Amount

Enter additional information as needed:

36. Within the last five years, has the proposed CONTRACTOR, and/or have any of the proposed subcontractors, been the subject of a complaint filed with the Contractor's State License Board (CSLB)?

Yes



If yes, please explain:



37. Within the last five years, has the proposed CONTRACTOR, and/or have any of the proposed subcontractors, had a revocation or suspension of a CONTRACTOR's License?

-		
Yes		
res		

No

If yes, please explain:

38. List three local references that would be familiar with your previous construction project:

1.	Name:	
	Address:	
	Phone:	
	Project Name:	
	Description:	
2.	Name:	_
	Address:	
	Phone:	_
	Project Name:	_
	Description:	
3.	Name:	
	Address:	
	Phone:	
	Project Name:	
	Description:	

39. Provide a brief statement regarding equipment, experience, financial capacity, and other resources available to the Contractor for the performance of the work involved in the proposed project, specifying particularly the qualifications of the personnel, the nature of the equipment and the general experience of the Contractor.

MAAC has developed, owned, and managed affordable housing communities since 1994. MAAC has developed nearly 1,000 units of affordable housing. Over the years, MAAC and its team have formed lasting relationships within the community and industry that enable it to be successful in funding, building, and operating its communities.



40. State the name and experience of the proposed Construction Superintendent.

Name	Sun Country Builders
Experience	For more than 45 years, Sun Country Builders has maintained a laser-focus on building multifamily and affordable housing. Their deep knowledge of the multifamily building process translates to projects that finish on time and on budget. Most importantly, their experience allows to guide clients successfully through the construction process, facilitating decades-long relationships.



Real Estate Department
CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

By providing the "Personal Information", (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop from, and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("SDHC"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal Law relating to the public disclosure of the information contained herein. With respect to "Personal Information", if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information", if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the SDHC, the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information", if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the SDHC, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the SDHC, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges available under the Evidence Code of the State of California, State and Federal Law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record" subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq.

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal Law.

Executed this _____ day of ______, 20 ____, at San Diego, California.

CONTRACTOR

By:

Signature

Arnulfo Manriquez

Print Name

President & CEO

Title



CERTIFICATION

The CONTRACTOR, MAAC, Inc. , hereby certifies that this CONTRACTOR's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR's qualifications and financial responsibility, including financial statements, are true and correct to the best of CONTRACTOR's knowledge and belief.

Ву:	Ву:
Signature	Signature
Arnulfo Manriquez Print Name:	Print Name:
Title: President & CEO	Title:
Dated:	Dated:

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction or any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

JURAT

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_ ____

by ______ personally known to me or proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary

SEAL

SAM DIEGO

HOUSIMG

COMMISSIOM

Real Estate Department

CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

By providing the "Personal Information", (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from, a grant from, a contract with, the sale of real estate to, the right to develop from, and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("SDHC"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal Law relating to the public disclosure of the information contained herein. With respect to "Personal Information", if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the SDHC, the AUTHORITY, and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information", if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the SDHC, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein (5) of the SDHC, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the SDHC, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges available under the Evidence Code of the State of California, State and Federal Law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record" subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq.

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal Law.

Executed this 💁 day of	, 20 <u>– I (</u> at San Diego, California.
CONTRACTOR By:	
Arnulfo Manriquez	
Print Name	
President & CEO	
Title	



CERTIFICATION

The CONTRACTOR, **MAAC, Inc.** hereby certifies that this CONTRACTOR's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR's qualifications and financial responsibility, including financial statemen **e** ao**d** <u>cmect to the</u>best of CONTRACTOR 's knowledge and behef.

11. Manun	
By:1	By: Signature
Prm ^t N ame: <u>Arnulfo Manriqu</u> ez	Print Name:
Title: President & CEO	Title:
Dated: 🔹 /J.7 /I07-)	Dated:

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction or any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

JURAT

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,20_

by _____ personally known to me or proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary

SEAL

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Page 18 of 18

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Subscribed and sworn to (or affirmed) before me on

this <u>171</u>: day of <u>♦M u</u> 20<u>15</u> by <u>A,(\u\fo</u> <u>Manr,'9</u> <u>d</u> <u>e2..</u>

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature ?	? -



(Seal)

6A - DEVELOPER'S DISCLOSURE

ARTICLES OF INCORPORATION

FRANK M. IORDAN, Secretary of State By RALPH R. MARTIG OP SAN DIEGO COUNTY ADVISORY COMMITTEE OF MEXICAN-AMERICANS ON Deputy

ANTI-POVERTY, INC.

ARTIGLE I

The name of this corporation is San Diego County Advisory Committee of Mexican-Americans on Anti-Poverty, Inc.

ARTICLE II

The specific and primary purpose of this corporation is to administer, implement and implant its "community action program" to combet poverty in accordance with Public Law 88-452, The Feonemic "opportunity Act of 1964, as such programs are defined by said law, "The "community action program" of this corporation is one which will mobilize and utilize resources, public and private of any urban or rural community in order to provide services, assistance, and other activities of sufficient scope and size to give presise of progress toward the elimination of poverty through developing employment opportunities, improving human performance, motivation, educational opportunities, improving productivity and bettering the conditions under which we learn, work, and live. This program will be developed, conducted and administered

with the maximum feasible participation of residents of areas and members of the groups served.

ARTICLE III

This corporation is organized pursuant to the General Non-Profit Law of the State of California, under Part 1. of Division 2 of Title 1, of the Corporations Code of the State of California.

ARTICLE IV

The county in this state where the principal office for the transaction of the business of this corporation is located in the County of San Diego.

21676

ENDORSEL

FILED of the Secretary of Stat

the State of Califo

JUL 8 - 1965

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The nemes and addresses of the persons who are to act in the expecity of directors until the selection of their successors are:

ANTICLE V

Address

Daniel Castro Robert Peer Jesso H. Ruiz Miguel Hernandez

Nome

1120 Cotton St., San Diego.Calif. 5071 Sterling Ct., San Diego, Calif. 3908 Donna St., San Diego, Calif. 1120 Heliz Ave., Chula Vista, Calif.

ANTICLE VI

The suthorized number and qualifications of members of this corporation, the different classes of membership, if any, the property, voting and other rights and privilages of members, and their liability to dues and assessments and the method of collection thereof, shall be as set forth in the by-laws.

This corporation shall not carry on propaganda or engage in any activities that will attemp to influence legislation, will not participate in any political campaign on behalf of any candidate for public office, nor shall this corporation endorse any candidate for public office. This corporation is non-political and nonsectarian.

This corporation is one which does not contemplate pecuniary gain or profit to the members thereof and it is organized solely for non-profit purposes. Upon the dissolution or winding up of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining essets shall be distributed to a public agency, or non-profit fund, foundation or corporation, which is organized and operated exclussively for/chartable, educational, religious and/or scientific purposes. If this corporation holds any assets on trust, such essets whall be disposed of in such manner as may be directed by decree of the Superior Court of the County in which the principal office is located, upon petition therefore by the attorney General or by any person concerned in the liquidation. In WITNESS THEREOF, for the purpose of forming this nonprofit corporation under the laws of the Sate of California, we, the undersigned, constituting the incorporators of this corporation, and including all of the persons name herein as the first directors of this corporation, have executed these Articles of Incorporation this 14th day of <u>June</u> 19 65.

STATE OF GALIFORNIA) COUNTY OF SAN DIEGO)

On this 14th day of June . 19 65 ... before me Benjamin Rivera ... a Notary Public for the State of California, with principal office. In San Diego County, personly appeared Daniel Castro, Robert Peer, Jesse N. Ruiz, and Miguel Hernandez, known to me to be the persons whose names are subscribed to the within Articles of Incorporation, and acknowledged to me that they executed the same.

IN MITNESS WRITEOF, I have bereunto set me hand and fixed my official seal on the day and year first above written.

S al

Subscribed and Sworn to before me this 1365 111 drie 4 0:3 Wella Notory Public inu for the Country of Son Diexo, State & Calificiate E.S. MARKERIA NOTARY PUBLIC - CALIFORNIA PUBLICIPAL OFFICE IM SAN DIEGO COURTY والمتعرفين والمراجع والمتعرف والمراجع My Commission Expires August 24, 1958

(Soal)

STATE OF CALIFORNIA) COUNTY OF SAN DINGO)

(SEAL)

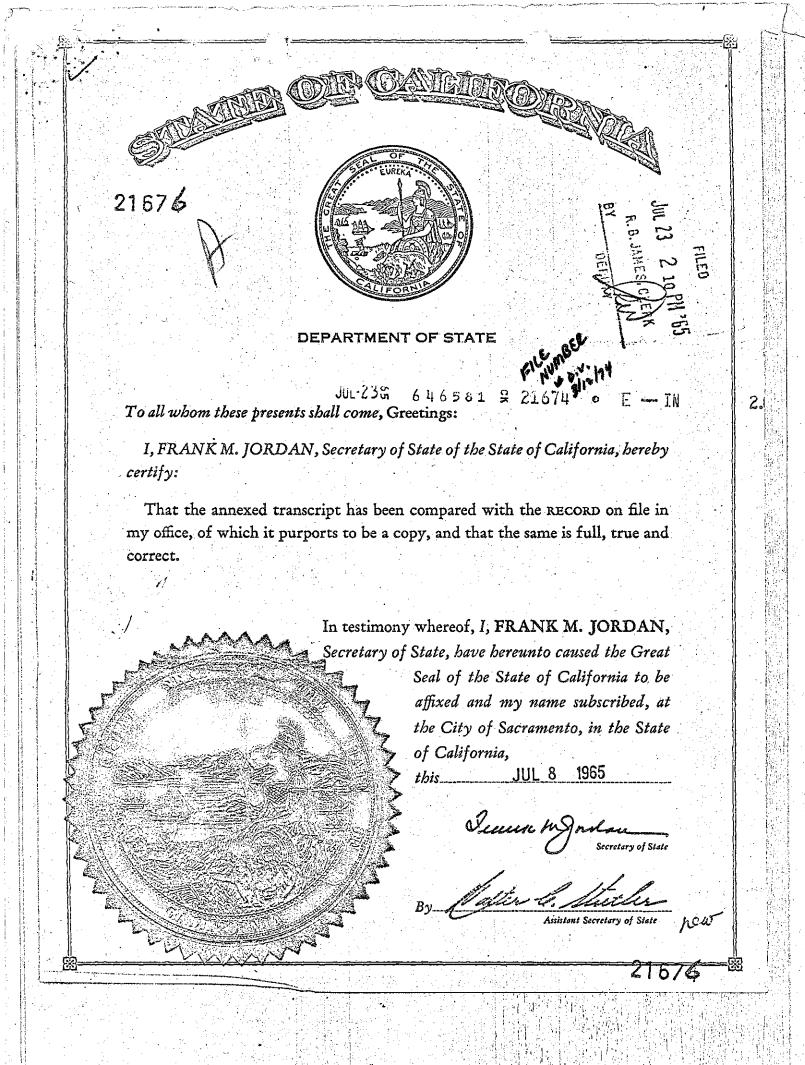
iel Costro

AFFIDAVIT

being first duly sworn, each for himself, deposes and says:

That Daniel Castro, is the Chairman, that Robert Poer, is the Vice Chaiman, that Jesse N. Ruiz, is the Secretary, and that Miguel Hernendez, is the Treasurar, of the San Diego County Advisory Committee of Mexican-Americans on Anti-Poverty, the unincorporated association mentioned in the foregoing Articles of Incorporation; that said association has duly authorized its incorporation and has authorized the undersigned, as said officers, to execute the Articles of Incorporation.

Castro June 65 14th Subscribed and sworn to me this day of 19 SAL O Hill Notary Fublic, State of California Principal Office in San Diego County BENJAMIN RIVERA NOTARY PUBLIC - CALIFORNIA 1.5.1 PRINCIPAL OFFICE IN SAN DIEGO COUNTY My Commission Expires August 24, 1968



ATTACHMENT 7B

B1. Proof of Non-Profit Status

The Ivy 343 East 2nd Avenue Escondido, CA 92025 MAAC IRS Department of the Treasury

CINCINNATI OH 45999-0038

In reply refer to: 0248188034 July 11, 2019 LTR 4168C 0 95-2457354 000000 00 00014239 BODC: TE

METROPOLITAN AREA ADVISORY COM ON ANTI-POVERTY OF SAN DIEGO CNTY INC % FRANCIA BALUCA 1355 THIRD AVE CHULA VISTA CA 91911

027303

Employer ID number: 95-2457354 Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July Ol, 2019, about your tax-exempt status.

We issued you a determination letter in January 1968, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0248188034 July 11, 2019 LTR 4168C 0 95-2457354 000000 00 00014240

METROPOLITAN AREA ADVISORY COM ON ANTI-POVERTY OF SAN DIEGO CNTY INC % FRANCIA BALUCA 1355 THIRD AVE CHULA VISTA CA 91911

time).

Thank you for your cooperation.

Sincerely yours,

pBlluff

Kim A. Billups, Operations Manager Accounts Management Operations 1

SAN DIEGO HOUSING COMMISSION

RESOLUTION NUMBER HC-____

DATE OF FINAL PASSAGE

A RESOLUTION OF THE SAN DIEGO HOUSING COMMISSION SETTING FORTH OFFICIAL INTENT FOR THE HOUSING AUTHORITY OF THE CITY OF SAN DIEGO TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS OR NOTES TO FINANCE MERCADO APARTMENTS AND AUTHORIZING RELATED ACTIONS

WHEREAS, pursuant to Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (Act), the Housing Authority of the City of San Diego (Authority) is authorized to issue revenue bonds or notes for the purpose of financing the acquisition, construction, rehabilitation and equipping of affordable multifamily rental housing and for the provision of capital improvements in connection with and determined necessary to such affordable multifamily rental housing; and

WHEREAS, Metropolitan Area Advisory Committee on Anti-Poverty of San Diego County, Inc., a California nonprofit public benefit corporation, as sponsor (Developer), has requested that the Authority issue and sell multifamily housing revenue bonds or notes (Bonds) pursuant to the Act for the purpose of making a loan to MAAC Mercado LP, a California limited partnership, or another ownership entity formed by Developer or an affiliate thereof (such limited partnership or other ownership entity, Borrower), to finance a portion of the cost of the acquisition, construction, rehabilitation and equipping of an affordable multifamily rental housing development located at 2001 Newton Avenue, San Diego, California 92113, as more fully identified in Exhibit A hereto (Project), including functionally related and subordinate facilities thereto; and

WHEREAS, as a part of financing the Project, the Authority desires to reimburse the

Borrower, but only from Bond proceeds, for expenditures (Reimbursement Expenditures) made in connection with the Project within the period from the date 60 days prior to the date of adoption of this Resolution to the date of issuance of the Bonds; and

WHEREAS, sections 1.103-8(a)(5) and 1.150-2 of the United States Treasury Regulations require the Authority to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent tax-exempt borrowing; and

WHEREAS, by its resolution HAR20-043 adopted on March 9, 2021, the Authority has delegated to the San Diego Housing Commission (Housing Commission) authority and responsibility for declaring on behalf of the Authority its intention to authorize the issuance of Bonds for the purpose of financing costs of the Project (including reimbursement of the Reimbursement Expenditures, when so requested by the Borrower upon such terms and conditions as may then be agreed upon by the Authority, the Borrower and the purchaser of the Bonds) in an aggregate principal amount not to exceed \$75,000,000 as set forth in Exhibit A; and

WHEREAS, section 146 of the Internal Revenue Code of 1986 limits the amount of multifamily housing mortgage revenue bonds that may be issued in any calendar year by entities within a state and authorizes the governor or the legislature of a state to provide the method of allocation within the state; and

WHEREAS, Chapter 11.8 of Division 1 of Title 2 of the California Government Code governs the allocation of the state ceiling among governmental units in the State of California having the authority to issue private activity bonds; and

WHEREAS, section 8869.85 of the California Government Code requires a local agency desiring an allocation of the state ceiling to file an application with the California Debt Limit Allocation Committee (CDLAC) for such allocation, and CDLAC has certain policies that are to

be satisfied in connection with any such allocation. NOW, THEREFORE,

BE IT RESOLVED, by the San Diego Housing Commission, as follows:

Section 1. <u>Findings and Determinations.</u>

(a) The above recitals, and each of them, are true and correct. The Housing Commission hereby determines that it is necessary and desirable to provide financing to the Borrower for the Project (including reimbursement of the Reimbursement Expenditures) by the Authority's issuance and sale of Bonds pursuant to the Act in aggregate principal amount not to exceed \$75,000,000, as set forth in Exhibit A, subject to authorization of the issuance of the Bonds by resolution of the Authority at a meeting to be held for such purpose. The expected date of issue of the Bonds is within eighteen (18) months of the later of the date the first Reimbursement Expenditure was made and the first date the Project is placed in service and, in no event, later than three years after the date of the first Reimbursement Expenditure.

(b) Proceeds of the Bonds to be used to reimburse for Project costs are not expected to be used directly or indirectly to pay debt service with respect to any obligation or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the Authority, the Housing Commission or any entity related in any manner to the Authority, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

(c) As of the date hereof, the Housing Commission has a reasonable expectation that the Authority will issue the Bonds, in part, to reimburse Project costs. This Resolution is consistent with the budgetary and financial circumstances of the Authority, as of the date hereof. The Bonds will be repaid solely from proceeds of the Bonds and amounts paid by the Borrower. No other moneys are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Authority (or any related party) pursuant to its budget or financial policies to repay the Bonds.

Section 2. <u>Declaration of Official Intent.</u> This Resolution is being adopted by the Housing Commission in part for the purpose of establishing compliance with the requirements of sections 1.103-8(a)(5) and 1.150-2 of the Treasury Regulations. In such regard, the Housing Commission, for and on behalf of the Authority, hereby declares the official intent to use proceeds of the Bonds to reimburse the Reimbursement Expenditures. This action is taken expressly for the purpose of inducing the Borrower to undertake the Project, and nothing contained herein shall be construed to signify that the Project complies with the planning, zoning, subdivision and building laws and ordinances applicable thereto or to suggest that the Authority, the Housing Commission, the City of San Diego (City) or any officer or agent of the City will grant any such approval, consent or permit that may be required in connection with the acquisition, construction, rehabilitation and equipping of the Project, or that any of the Authority, the Housing Commission or the City will make any expenditure, incur any indebtedness, or proceed with the financing of the Project.

Section 3. <u>Applications to CDLAC</u>. The staff of the Housing Commission are hereby authorized and directed to apply to CDLAC for an allocation from the state ceiling of private activity bonds to be issued by the Authority for the Project in an amount not to exceed \$75,000,000, and to take any and all other actions as may be necessary or appropriate in connection with such application, including but not limited to the payment of fees, the posting of deposits and the provision of certificates, additional applications to CDLAC (if necessary), and any such actions heretofore taken by such staff are hereby ratified, approved and confirmed.

Section 4. <u>Approval of Bond Counsel and Financial Advisor</u>. The financing team of

Anzel Galvan LLP, as bond counsel (Bond Counsel), and Ross Financial, as municipal advisor, is approved for this Project.

Section 5. <u>Authority of President & Chief Executive Officer of Housing Commission</u>. The President & Chief Executive Officer of the Housing Commission, or designee, is hereby authorized to execute all necessary documents, in a form approved by the Housing Commission's General Counsel and/or Bond Counsel, and to perform such acts as are necessary to implement the approvals provided for in this Resolution.

Section 6. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

EXHIBIT A

DESCRIPTION OF PROJECT

Name:	Mercado Apartments
Location:	2001 Newton Avenue, San Diego, California 92113
Number of Units:	224 (including two manager's units)
Maximum Bond Amount:	\$75,000,000

The foregoing Resolution is passed and adopted by the San Diego Housing Commission on July 18, 2025.

By: ____

LISA JONES, President & Chief Executive Officer of the San Diego Housing Commission