



REPORT

DATE ISSUED: April 28, 2016

REPORT NO: HCR16-041

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of May 6, 2016

SUBJECT: Reverend Glenn Allison Apartments - Preliminary Bond Items

COUNCIL DISTRICT: 4

REQUESTED ACTION

Take the initial steps to issue Housing Authority of the City of San Diego Multifamily Housing Revenue Bonds, which are administered by the State, to fund the acquisition and rehabilitation of Reverend Glenn Allison Apartments (Glenn Allison), a 58-unit multifamily affordable housing rental development, located in the Mid-City community, which will remain affordable for 55 years.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) recommend the Housing Authority of the City of San Diego (Housing Authority) take the following actions, as described in this report:

- 1) Approve the following steps to issue Housing Authority tax-exempt Multifamily Housing Revenue Bonds, which are administered by the State, for Reverend Glenn Allison Apartments (Glenn Allison):
 - a. Issue a bond inducement resolution (Declaration of Official Intent) for up to \$9,000,000 in Multifamily Housing Revenue Bonds for the development of Glenn Allison by a limited partnership formed by Wakeland Housing & Development Corporation (Wakeland);
 - 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 \$9,000,000 for Glenn Allison;
 - c. Approve the financing team of Quint & Thimmig LLP as Bond Counsel and Ross Financial as Financial Advisor;
 - d. Request that the San Diego City Council (City Council) hold a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing and adopt a resolution approving the issuance of Multifamily Housing Revenue Bonds in an amount up to \$9,000,000; and
- 2) Authorize the Housing Commission President & Chief Executive Officer (President & 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.

SUMMARY

A development summary is included as Attachment 1.

Table 1 – Development Details

Address	5020 Federal Boulevard
Council District	4
Community Plan Area	Mid-City
Development Type	Rehabilitation
Construction Type	Type V
Parking Type	Surface Parking
Housing Type	Multifamily
Lot Size	Approximately 1.36 acres, 59,242 square feet
Units	58
Density	42.6 dwelling units per acre
Affordable Unit Mix	12 studio units, 32 one-bedroom units, 13 two-bedroom units, 1 two-bedroom manager's unit
Gross Building Area	52,955 square feet
Net Rentable Area	54,605 square feet

Developer's Request

The developer is requesting Housing Authority issuance of up to \$9,000,000 of tax-exempt Multifamily Housing Revenue Bonds. No direct Housing Commission loan funds are requested.

The Development

Glenn Allison is an existing 58-unit supportive housing rental development located at 5020 Federal Boulevard in the Mid-City Communities Plan Area (Attachment 2 – Site Map). The development is a 2-story apartment complex with adjacent surface parking and a unit mix composed of 12 studio units, 32 one-bedroom units, and 14 two-bedroom units. Current amenities include laundry facilities, surface parking, and one converted unit used to provide office and tenant service areas. The property is located in the Webster neighborhood of the Mid-City Communities Plan Area. Glenn Allison is located within a quarter mile of the intersection of Federal Boulevard and Euclid Avenue, a commercial district containing both retail and transit within a short walk of the property. Located approximately three-quarters of a mile south of Glenn Allison is the Market Creek Village, the Malcolm X Library, the San Diego Trolley Orange Line, Food 4 Less and other large retail and social service uses.

Building Condition/Proposed Rehabilitation Work

The development, originally constructed in 1976, was purchased by The Association for Community Housing Solutions (TACHS) in 2006, and a minor rehabilitation of the property occurred during 2007 and 2008. The developer is requesting the issuance of up to \$9,000,000 in bonds to finance the rehabilitation of the property to extend its useful life and maintain its marketability. Wakeland and TACHS will complete a substantial rehabilitation of the existing property. Approximately \$40,000 per unit in rehabilitation hard costs are currently budgeted. The scope of work will incorporate a number of energy efficiency and other "green" measures. Wakeland and TACHS also plan to construct a new free-standing office/community room. This new building will provide more space for the delivery of tenant services, additional common area space and office space for on-site management personnel.

Prevailing Wages

Prevailing wages are not applicable to the proposed rehabilitation because no Federal or State funds will be used.

Project Sustainability

Glenn Allison will comply with the California Tax Credit Allocation Committee's (TCAC) minimum energy efficiency standards for rehabilitation projects, which require demonstrating at least 10 percent post-rehabilitation improvement in energy efficiency over existing conditions. Additional sustainability and water preservation features may be implemented in the final scope of work, pending the completion of a Physical Needs Assessment.

Development Team

During the 15-year tax credit compliance period, Glenn Allison will be owned by a California limited partnership (a single-asset limited partnership) that will include Wakeland as the Co-General Partner and TACHS as the Managing General Partner. Wakeland and TACHS are still evaluating the structure of the limited partnership; however, Wakeland will be the developer and TACHS will be the property manager and service provider/coordinator in the partnership. Statements for public disclosure for Wakeland and TACHS are included in Attachment 3.

Wakeland currently has more than 5,600 units of affordable housing in its portfolio. The Housing Commission has worked with Wakeland on several successful projects. Recently completed projects include the 132-unit scattered site City Heights Ten rehabilitation, the 40-unit Juniper Gardens Apartments located in City Heights; the 92-unit Village Green Apartments in the Rolando area; and Vista Grande, a 48-unit rehabilitation located in the southeastern area of San Diego. In addition, Wakeland recently broke ground on the 205-unit Atmosphere development in Downtown San Diego and closed financing on the 60-unit Talmadge Gateway development located in Talmadge neighborhood of City Heights, which was awarded \$4.8 million in funding and 59 Federal rental housing vouchers in the first year of HOUSING FIRST – SAN DIEGO, the Housing Commission's three-year Homelessness Action Plan.

TACHS is an independent nonprofit developer, property manager, and service provider of affordable housing based in San Diego. Since being founded in 1994, TACHS has focused on the development and operation of permanent supportive housing for low-income individuals with special needs.

Table 2 - Development Team Summary

ROLE	FIRM/CONTRACT
Owner	To-be-determined Limited Partnership
Managing General Partner	TACHS
Co-General Partner	Wakeland Housing & Development Corporation
Developer	Wakeland Housing & Development Corporation
Property Management	TACHS
Land Owner/Seller	TACHS Reverend Glenn Allison Apartments, LLC

Property Management

Glenn Allison will continue to be managed by TACHS, the current property manager.

Financing Structure

Glenn Allison has an estimated total development cost of \$16,504,050 and an estimated total per unit cost of \$284,533 per unit. It will be financed with a combination of 4 percent tax credits, tax-exempt Multifamily Housing Revenue Bonds, which are administered by the State, funds from the Federal Home Loan Bank's Affordable Housing Program (AHP), a seller carryback note, transfer from reserves, and an existing residual receipts loan from the California Department of Housing & Community Development.

There will be no Housing Commission loan on this rehabilitation. The property currently has a mortgage loan from Torrey Pines Bank in the approximate amount of \$1.2 million and a residual receipts loan from the California Department of Housing & Community Development in the amount of \$6.4 million.

Estimated permanent sources and uses of financing are provided in Table 3. A full project pro forma is also provided as Attachment 4.

Table 3 – Glenn Allison Estimated Sources and Uses of Financing

Permanent Financing Sources	Amounts	Permanent Financing Uses	Amounts
4% Tax Credit Equity	\$4,971,847	Acquisition Costs	\$9,015,000
Permanent Loan	\$3,002,203	Hard Costs	\$3,260,088
		Hard Cost Contingency	\$326,009
HCD Loan Assumption	\$7,000,000	Soft Costs	\$757,592
AHP Loan	\$580,000	Financing Costs	\$1,315,361
Seller Note	\$800,000	Developer Fee	\$1,830,000
Transfer of Reserves	\$150,000		
Total Development Cost	\$16,504,050	Total Development Cost	\$16,504,050

Proposed Housing Bonds

The Housing Commission utilizes the Housing Authority's tax-exempt borrowing status to pass on lower interest rate financing (and make Federal 4 percent 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 Housing Commission, Housing Authority and City Council. Housing Authority bond inducement resolutions must be obtained prior to application submittal, and City Council TEFRA resolutions must be secured no later than 30 days after application submittal. These actions do not obligate the Housing Authority to issue bonds.

The developer plans to submit a bond allocation application to CDLAC on June 1, 2016, for the September 21, 2016, CDLAC allocation meeting; however, if necessary, staff will submit additional applications to CDLAC to secure a bond allocation for the development.

The developer will be seeking a CDLAC bond allocation of approximately \$9,000,000. The developer proposes to issue the bonds through a tax-exempt private placement bond issuance. The bonds will meet all requirements of the Housing Commission's Multifamily Housing Revenue Bond Program policy and will fully comply with the City of San Diego's (City) ordinance on bond disclosure. The up to \$9,000,000 bond allocation that will be sought from CDLAC is approximately 15 percent higher than the amount of bond allocation that the project is currently anticipated to utilize. This increased amount represents a cushion to

account for possible increases in the bond amount due to increases in construction costs, and/or decreases in the assumed interest rate, and/or the loss of other planned funding sources. The bond amount that is ultimately issued will be based upon development costs, revenues and interest rates prevailing at the time of bond issuance.

The developer proposes that the bonds will be used for acquisition, rehabilitation and permanent financing. The Housing Commission staff will later return to both the Housing Commission and Housing Authority for approval of the final bond amount. A general description of the Multifamily Housing Revenue Bond Program and the actions that must be taken by the Housing Authority and by the City Council to initiate and finalize proposed financings are described in Attachment 5.

Staff recommends assigning Ross Financial as Financial Advisor and Quint & Thimmig LLP as Bond Counsel to work on the development. The proposed financing team members have been selected in accordance with the existing policy for the issuance of bonds. Financial Advisors and Bond Counsels are designated on a rotating basis from the firms selected under the program through a competitive Request for Proposal process.

Estimated Development Schedule

The estimated development timeline is as follows.

Milestones	Estimated Dates
<ul style="list-style-type: none"> Housing Authority for preliminary consideration City Council IRS-required TEFRA hearing CDLAC bond application CDLAC allocation meeting TCAC 4% tax-credit application TCAC allocation meeting Housing Commission proposed final bond authorization Housing Authority proposed final bond authorization Estimated bond issuance and escrow closing Estimated start of rehabilitation Estimated completion of rehabilitation 	<ul style="list-style-type: none"> May 24, 2016 May 24, 2016 June 1, 2016 September 21, 2016 January 2017 March 2017 April 2017 April 2017 May 2017 June 2017 February 2018

AFFORDABLE HOUSING IMPACT

Glenn Allison will be affordable for a 55-year term at varying affordability levels ranging from 25 percent to 60 percent of San Diego's Area Median Income (AMI). Table 4 summarizes the affordability:

Table 4 – Glenn Allison Affordability & Monthly Estimated Rent Table

Unit Type	Restrictions	AMI	Number of Units	Proposed Gross Rents
Studio	Bond	25% AMI	12	\$319
1-bedroom	Bond	30% AMI	29	\$413
1-bedroom	Bond	50% AMI	3	\$717
2-bedroom	Bond	50% AMI	7	\$854
2-bedroom	Bond	60% AMI	6	\$1,036
2 Bedroom–Manager		n/a	1	-
Total			58	

FISCAL CONSIDERATIONS

The proposed funding sources and uses approved by this action are included in the Housing Authority-approved Fiscal Year (FY) 2016 Housing Commission Budget. Approving this action will not change the FY 2016 total budget.

Funding sources approved by this action will be as follows:
Bond Issuance Fees - \$22,500

Funding uses approved by this action will be as follows:
Rental Housing Finance Program Administration Costs - \$22,500

Approval of the bond inducement and TEFRA resolutions does not commit the Housing Authority to issue 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 the Housing Commission 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 Housing Commission's annual administrative fee, as well as Housing Commission Bond Counsel and Financial Advisor fees.

COMMUNITY PARTICIPATION and PUBLIC OUTREACH EFFORTS

Glenn Allison is located within the Eastern Area of the Mid-City Communities Plan Area. Wakeland will present the development as an informational item to the Eastern Area Planning Group prior to final bond authorization.

KEY STAKEHOLDERS and PROJECTED IMPACTS

Stakeholders include Wakeland, TACHS, the Mid-City community and residents. Rehabilitation of the property is expected to have a positive impact on the community because it will provide the needed capital improvements to the property and preserve the affordability of Glenn Allison.

ENVIRONMENTAL REVIEW

The proposed rehabilitation is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines because Glenn Allison Apartments is an existing facility and the proposed actions do not involve expansion of the existing use. The project meets the criteria set forth in CEQA Section 15301(a), which allows for exterior and interior alterations of existing facilities. Processing under the National Environmental Policy Act (NEPA) is not required as there are no Federal funds involved with this action.

Respectfully submitted,

Cameron Shariati

Cameron Shariati
Real Estate Manager
Real Estate Division

Approved by,

Deborah N. Ruane

Deborah N. Ruane
Senior Vice President
Real Estate Division

Attachments: 1) Development Summary
2) Site Map
3) Developer Disclosure Statements
4) Project Pro Forma
5) Multifamily Housing Revenue Bond Program

Hard copies are available for review during business hours at the security information desk in the main lobby of the San Diego Housing Commission offices at 1122 Broadway, San Diego, CA 92101 and at the Office of the San Diego City Clerk, 202 C Street, San Diego, CA 92101. You may also review complete docket materials on the San Diego Housing Commission website at www.sdhc.org.

ATTACHMENT 1 – DEVELOPMENT SUMMARY

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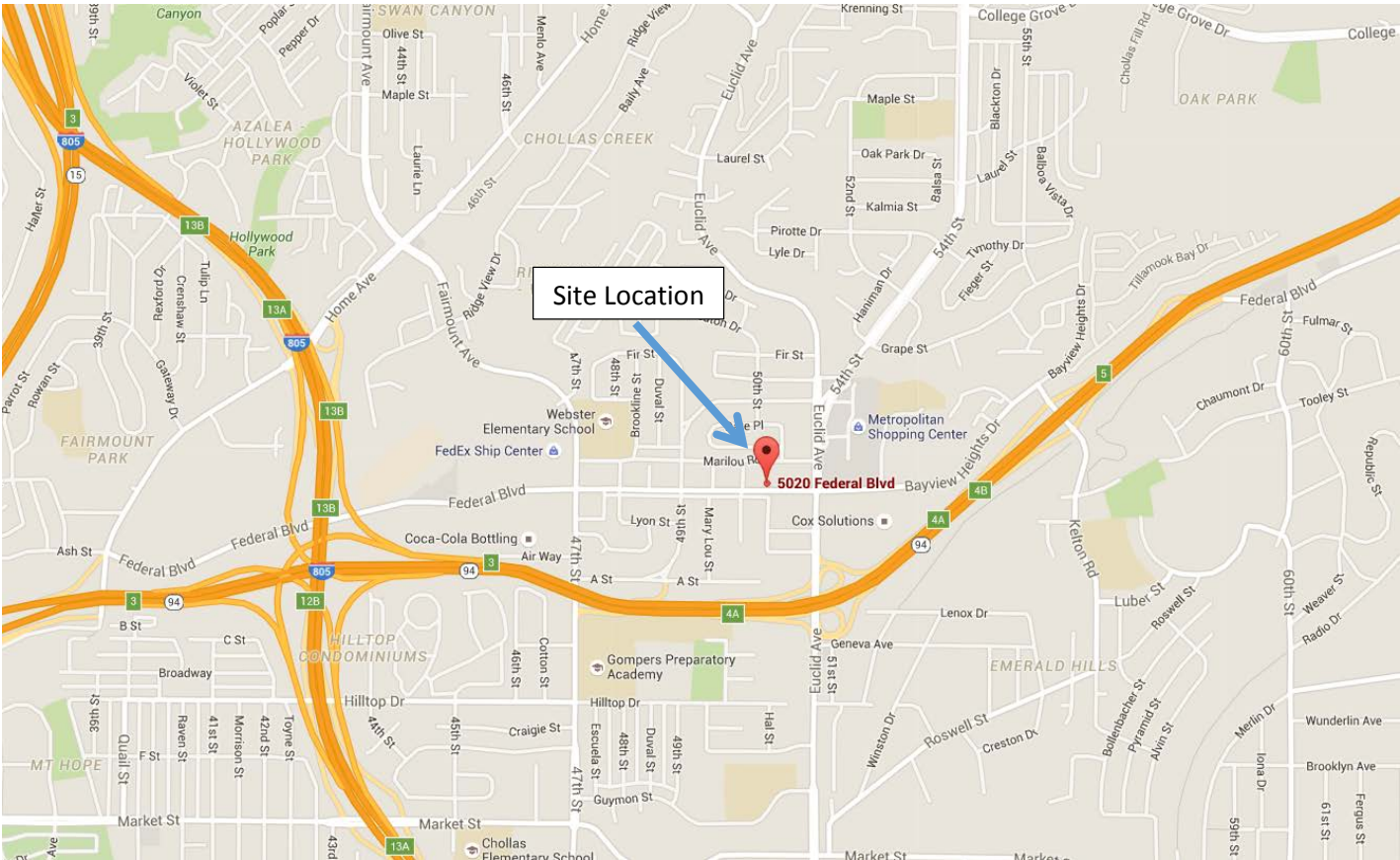
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2-bedroom	Bond	60% AMI	6	\$1,036
2 Bedroom–Manager		n/a	1	-
Total			58	

ATTACHMENT 2 – SITE MAPS





SAN DIEGO
HOUSING
COMMISSION

**DEVELOPERS/CONSULTANTS/SELLERS/CONTRACTORS/
ENTITY SEEKING GRANT/BORROWERS
(Collectively referred to as "CONTRACTOR" herein)
Statement for Public Disclosure**

1. Name of CONTRACTOR: Wakeland Housing and Development Corporation
2. Address and ZIP Code: 1230 Columbia Street, Suite 950, San Diego, CA 92101
3. Telephone Number: (619) 677-2325
4. Name of Principal Contact for CONTRACTOR: Ms. Rebecca Louie
5. Federal Identification Number or Social Security Number of CONTRACTOR: 33-0833640
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:
 - ☐ A corporation (Attach Articles of Incorporation)
 - ☒ A nonprofit or charitable institution or corporation. (Attach copy of Articles of Incorporation and documentary evidence verifying current valid nonprofit or charitable status)
 - ☐ A partnership known as: _____
(Name)

Check one:

 - ☐ General Partnership (Attach Statement of General Partnership)
 - ☐ Limited Partnership (Attach Certificate of Limited Partnership)
 - ☐ A business association or a joint venture known as: _____
(Attach joint venture or business association agreement)
 - ☐ A Federal, State or local government or instrumentality thereof.
 - ☐ Other (explain)
7. If the CONTRACTOR is not an individual or a government agency or instrumentality, give date of organization:
December 23, 1998
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 percent 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.



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- 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 percent.(Attach extra sheet if necessary)

Name and Address	Position Title (if any) and percent of interest or description of character and extent of interest
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

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.

The Board of Directors for Wakeland Housing and Development Corporation has changed within the last 12 months. The addition and subtraction of members was due to normal rotation of the Board Members.

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.

At this time no changes to the Board Members staff for Wakeland Housing and Development Corporation are anticipated.

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 percent interest in the CONTRACTOR (for example, more than 20 percent of the stock in a corporation that holds 50 percent of the stock of the CONTRACTOR, or more than 50 percent of the stock in the corporation that holds 20 percent of the stock of the CONTRACTOR):

Name and Address	Position Title (if any) and percent of interest or description of character and extent of interest
Name: N/A	N/A
Address:	
Name: N/A	N/A
Address:	
Name: N/A	N/A
Address:	

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 and Address	Position Title (if any) and percent of interest or description of character and extent of interest
Name: Please refer to Item 8(b)	
Address:	
Name:	
Address:	
Name:	
Address:	

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 any 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.

Name and Address	Relationship to CONTRACTOR
Name: N/A	N/A
Address:	
Name: N/A	N/A
Address:	
Name: N/A	N/A
Address:	

14. Provide 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 **attached** financial statements, including, but not necessarily limited to, profit and loss statements and statements of financial position.

Please see Audited Financial Statements.

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:

Sources of capital will include Tax Credit Equity, Construction and Permanent loan

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: N/A

Address:
Amount: \$

- 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		
N/A		
N/A		

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

Name and Address	Contact Name
Name: Wells Fargo Community Lending & Investment	Paul Shipstead
Address: 401 B Street, Suite 304	Vice President
San Diego, CA 92101	(619) 699-3135
Name: Union Bank	Johanna Gullick
Address: 1901 Avenue of the Stars, Suite 600	Managing Director
Los Angeles, CA 90067	
Name: U.S. Bank	Waheed Karim
Address: 4747 Executive Drive	VP/Relationship Manager
San Diego, CA 92121	

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

If yes, give date, place, and under what name.
N/A

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

☐ Yes ☒ No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.
N/A

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
Improvement/Warranty Bond (Forester Square)	44 unit new construction, affordable housing project located in the City of Santee. All units to have rents affordable to households earning 50% and 60% of the area median income.	02/28/2013	\$131,647	
Bond for Faithful Performance (Lofts on Landis)	mixed-use project with 33 residential affordable units in Chula Vista, office space for Family Health Center San Diego, community space, and leasing office.	10/22/2015	\$54,990	

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 and Address	Affiliation
Name: N/A at this time	Construction Contractor will be selected on a competitive basis and will not be affiliated with the CONTRACTOR.
Address:	
Name:	
Address: N/A at this time	
Name: N/A at this time	
Address:	

- 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?

☐ Yes ☒ No

If yes, please explain, in detail, each such instance:
N/A

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

General description of such work:

N/A at this time

List each project, including location, nature of work performed, name, address of the owner of the project, bonding companies involved, amount of contract, date of commencement of project, date of completion, state whether any change orders were sought, amount of change orders, was litigation commenced concerning the project, including a designation of where, when and the outcome of the litigation. (Attach extra sheet if necessary)

Project Name	N/A	
Project Owner Contact Information		
	Name	Address
Project Location		
Project Details		
Bonding Company Involved		
	Name	Amount of Contract
Change Order Details		
Change Order Cost		
Litigation Details		
	Location/Date	Outcome Details

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

Identification of Contract or Development	Location	Amount	Date to be Completed
N/A at this time			
N/A at this time			
N/A at this time			

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

Awarding Agency	Amount	Date Opened
N/A at this time		
N/A at this time		
N/A at this time		

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:

N/A at this time

23. Does any member of the governing body of 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 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?

☐ Yes ☒ No

If yes, explain:

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

N/A

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

☐ Yes ☒ No

If yes, explain:

26. State the name, address and telephone numbers of CONTRACTOR's insurance agent(s) and/or companies for the following coverage's. List the amount of coverage (limits) currently existing in each category:

Cavignac & Associates at 450 B Street, Suite 1800, San Diego, CA 92101 CONTACT: Matt Slakoff at (619) 744-0549

- a. General Liability, including Bodily Injury and Property Damage Insurance [Attach certificate of insurance showing the amount of coverage and coverage period(s)] See attached.

Check coverage(s) carried:

- ☒ Comprehensive Form
- ☒ Premises - Operations
- ☐ Explosion and Collapse Hazard
- ☐ Underground Hazard
- ☐ Products/Completed Operations Hazard
- ☐ Contractual Insurance
- ☐ Broad Form Property Damage
- ☐ Independent Contractors
- ☐ Personal Injury

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

Check coverage(s) carried:

- ☐ Comprehensive Form
- ☐ Owned
- ☒ Hired
- ☒ Non-Owned

- c. Workers Compensation [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

See attached.

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

- e. Excess Liability [Attach certificate(s) of insurance showing the amount of coverage and coverage period(s)]

See attached.

- f. Other (Specify) [Attach certificate(s) of insurance showing the amount of coverage and coverage period(s)]
N/A

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 SDHC setting forth the provisions of this nondiscrimination clause.

28. The CONTRACTOR warrants and certifies that it will not, without prior written consent of SDHC, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of 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 SDHC, the AUTHORITY and/or the CITY, and no member of the governing body of the locality in which the PROJECT is situated, no member of the governing body in which 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 Complaint	Entity	Making	Date	Resolution
N/A				
N/A				
N/A				

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?

☐ Yes ☒ No

If yes, please explain, in detail,

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)
N/A					
N/A					
N/A					
N/A					

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 SDHC.

N/A

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 SDHC.

Our team has considerable experience and capacity in all stages of affordable housing development and management for projects that help build stronger communities and spur revitalization of blighted neighborhoods.

Wakeland's Land Acquisition and Development staff have extensive experience managing the development of affordable housing projects with federal and state funding sources. Wakeland Project Manager will work closely with public and private sector partners to secure financing, oversee the planning and design process, administer the selection and execution of construction and other contractors, and ensure compliance with various project requirements. The Wakeland Project Manager will be supported by the Senior Project Finance Manager, the Senior Project Administrator and the Director of Project Development to execute these functions.

Wakeland's Accounting Department will help the project manager and project team to administer funding for the project according to industry best practices and the fiscal/procurement requirements. The Chief Financial Officer, Controller, Staff Accountant within the Accounting Department will be responsible for financial reporting in compliance with the rules and regulations.

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

Date	Entity Involved (i.e. City SDHC, etc)	Status (Current, delinquent, repaid, etc.)	Dollar Amount
2013	City Heights, Authority	Current	\$8,000,000
2012	Juniper Gardens, SDHC	Current	\$2,844,132
2011	Vista Grande, SDHC, SEDC	Current	\$2,197,000/\$781,073

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

☒ No

If yes, 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

☒ No

If yes, explain:

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

1. Name: Ms. Ann Kern
Address: 1122 Broadway, Suite 300, San Diego, CA 92101
Phone: (619) 578-7582
Project Name and Description: Village Green, 94 low - income units and Talmadge, 60-unit project
2. Name: Ms. Margery Pierce
Address: 321 N. Nevada Street, Oceanside, CA 92054
Phone: (760) 435 - 3377
Project Name and Description: Country Club Apartments, 91 low-income units
3. Name: Stacy Kurz
Address: 276 Fourth Avenue, Chula Vista, CA 91910
Phone: (619) 585-5698
Project Name and Description: Los Vecinos, 42 low-income units

39. Give 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.
N/A

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

Name	Experience
N/A	

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 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 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 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 6th day of April, 2016, at San Diego, California.

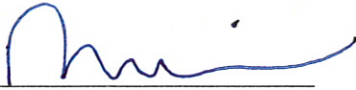
CONTRACTOR

By: 
Signature

Rebecca Louie, Vice President/COO
Title

CERTIFICATION

The CONTRACTOR, Wakeland Housing and Development Corporation, 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.

By: 

By: _____

Title: Vice President/COO

Title: _____

Dated: April 6, 2016

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

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.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 6th day of April, 2016

by Rebecca Louie ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



SEAL

Helen Y. Subka
Signature of Notary

**DEVELOPERS/CONSULTANTS/SELLERS/CONTRACTORS/
ENTITY SEEKING GRANT/BORROWERS
(Collectively referred to as "CONTRACTOR" herein)
STATEMENT FOR PUBLIC DISCLOSURE**

- 1

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:
- If the CONTRACTOR is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.
 - 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.
 - 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.
 - 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.
 - 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, Address and Zip Code	Position Title (if any) and percent of interest or description of character and extent of interest
Name: See Attached Board of Directors List	No Board Member has any financial or personal percentage
Address:	of interest in TACHS
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

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.

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.

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):

Name, Address and Zip Code	Position Title (if any) and percent of interest or description of character and extent of interest
Name: N/A	
Address:	
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

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, Address and Zip Code	Position Title (if any) and percent of interest or description of character and extent of interest
Name: See Attached Board of Directors List	
Address:	
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

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.

Name, Address and Zip Code	Relationship to CONTRACTOR
Name: N/A	
Address:	
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

14. Provide 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 attached financial statements, including, but not necessarily limited to, profit and loss statements and statements of financial position.

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:

State of CA MHP Governor's Homeless Initiative, Private Mortgage (Citizen's Business Bank),
Owner Equity

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, Address & Zip Code of Bank/Savings & Loan:

Torrey Pines Bank, 550 C Street, San Diego, CA 92101

Amount: \$200k

- b. By loans from affiliated or associated corporations or firms:

Name, Address & Zip Code of Bank/Savings & Loan:

Torrey Pines Bank, 550 C Street, San Diego, CA 92101

Amount: \$1,625,000

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

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

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

Name, Address and Zip Code	Contact Name
Name: Citizens Business Bank	Linda Stouffer
Address: 701 North Haven Avenue	
Ontario, CA 91764	
Name: Torrey Pines Bank	Oliver Craig
Address: 550 C Street	
San Diego, CA 92101	
Name:	
Address:	
Name:	
Address:	

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

If yes, give 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?

☐ Yes ☒ No

If yes, give for each case (1) date, (2) charge, (3) place, (4) court, and (5) action taken. Attach any explanation deemed necessary.

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
N/A				

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 and Zip Code	Affiliation
Name:	
Address:	Not Applicable
Name:	
Address:	
Name:	
Address:	
Name:	
Address:	

- 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?

☐ Yes ☒ No

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: \$0 - _____

General description of such work:

List each project, including location, nature of work performed, name, address of the owner of the project, bonding companies involved, amount of contract, date of commencement of project, date of completion, state whether any change orders were sought, amount of change orders, was litigation commenced concerning the project, including a designation of where, when and the outcome of the litigation.

Project Name	TACHS has not developed a property in the past 3 years, but has done over \$12 million in development/construction over the past 10 years.		
Project Owner Contact Information			
	Name	Address	
Project Location			
Project Details			
Bonding Company Involved			
	Name	Amount of Contract	
Change Order Details			
Change Order Cost			
Litigation Details			
	Location/Date	Outcome Details	

Project Name			
Project Owner Contact Information			
	Name		Address
Project Location			
Project Details			
Bonding Company Involved			
	Name		Amount of Contract
Change Order Details			
Change Order Cost			
Litigation Details			
	Location/Date		Outcome Details

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

Identification of Contract or Development	Location	Amount	Date to be Completed
N/A			

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

Awarding Agency	Amount	Date Opened
N/A		

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:

Since incorporating in 1994 as a 501(c)3 nonprofit, TACHS has raised over \$13 million, completed five permanent supportive housing projects, and is working toward the acquisition of a sixth. TACHS also has the distinction of being one of a few Community Housing Development Organizations (CHDO) in the City of San Diego. This designation allows TACHS to access set-aside HOME funds that are restricted for CDHO-agencies only. The TACHS Board of Directors is comprised of over 33% consumers of mental health services.

To date, all of TACHS housing developments are located in the City of San Diego because the city has the largest population of homeless people with special needs. Over time, TACHS intends to develop supportive housing opportunities throughout Southern California. In 2004, TACHS won the national Enterprise Foundation's First Place Award for Excellence in Supportive Housing, and was awarded \$25,000 for the accomplishment. (Please see Supplementary Attachments - "TACHS Projects" for a complete and detailed list of past and present developments.)

23. Does any member of the governing body of the San Diego Housing Commission ("COMMISSION"), 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 COMMISSION, 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?

☐ Yes ☒ No

If yes, explain.

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

See attached experience narrative.

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

☐ Yes ☐ No

If yes, 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 [Attach certificate of insurance showing the amount of coverage and coverage period(s)]

Check coverage(s) carried:

- ☐ Comprehensive Form
- ☐ Premises - Operations
- ☐ Explosion and Collapse Hazard
- ☐ Underground Hazard
- ☐ Products/Completed Operations Hazard
- ☐ Contractual Insurance
- ☐ Broad Form Property Damage
- ☐ Independent Contractors
- ☐ Personal Injury

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

Check coverage(s) carried:

- ☐ Comprehensive Form
- ☐ Owned
- ☐ Hired
- ☐ Non-Owned

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

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

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

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

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 COMMISSION setting forth the provisions of this nondiscrimination clause.
28. The CONTRACTOR warrants and certifies that it will not without prior written consent of the COMMISSION, engage in any business pursuits that are adverse, hostile or take incompatible positions to the interests of the COMMISSION, 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 COMMISSION, 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 Commission 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 Complaining	Date	Resolution
None		

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. If so, please explain the circumstances in detail. If none, please state:

NO

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)
N/A					

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 COMMISSION.

If the Commission were to fail to agree to allow the existing SDHC loan to be subordinated to the State of CA MHP GHI loan, the project would not be able to move forward. Failure to move forward would compromise all approved funding sources, and over \$1.8 million dollars awarded for the rehabilitation of this permanent supportive housing for chronically homeless, mentally ill would be redirected away from San Diego.

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 COMMISSION.

The project development team is prepared to start the approved scope of work immediately upon SDHC approval, and once complete, the project will continue to provide permanent supportive housing to twelve chronically homeless, mentally ill adults for the remaining duration of the project's period of affordability. TACHS has successfully completed nearly identical rehabilitation projects on time and within the approved budgets.

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

Date	Entity Involved (i.e. City Commission, etc)	Status (Current, delinquent, repaid, etc.)	Dollar Amount
	None - however TACHS has worked with		
	the Commission on 4 projects over the		
	past 12 years		

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 ☒ No

If yes, 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 ☐ No

If yes, explain:

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

1. Name: Roger Dinsmore

Address: 132 Daphne Street Encinitas CA 92024.

Phone: 619-322-2905

Project Name and Description: Cove Apartments, 20 unit permanent,

~~permanent transitional housing complex~~

2. Name: Linda Stouffer

Address: 701 North Haven Avenue, Ontario CA 91764

Phone: 858-847-6505

Project Name and Description: Rev. Glenn Allison Apartments, 58 unit

~~permanent transitional housing complex~~

3. Name: Simonne Ruff

Address: Corporation for Supportive Housing - San Diego Office

Phone: 619-232-3194

Project Name and Description: Reese, Village Apartments, Rev. Glenn

39. Give 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.

TACHS has been the owner/operator/management agent of the project since 2002, and has completed the development of over 110 permanent, supportive housing units in the city of San Diego during that time. TACHS hires external financial management, and has successfully raised over \$2million dollars for the rehabilitation of this project.

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

Name	Experience
Kimberly Russell-Shaw	Executive Director of TACHS for 15 years, 24 years of supportive housing development, including the construction/rehabilitation supervision of over 300 affordable housing units for chronically homeless persons with special needs.

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 ("COMMISSION"), 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 COMMISSION, 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 COMMISSION, 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 COMMISSION, 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 6th day of April, 20 16, at San Diego, California.

CONTRACTOR

By:



Signature

Executive Director

Title

CERTIFICATION

The CONTRACTOR, TACHS, 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.

By:  By: _____
Title: Executive Director Title: _____
Dated: April 6, 2016 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

DISCLOSE.PUB

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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.

State of California
 County of RIVERSIDE

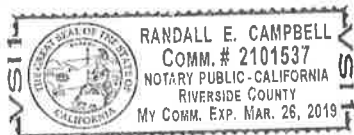
Subscribed and sworn to (or affirmed) before me
 on this 6th day of APRIL, 2016,
 by Date Month Year

(1) KIMBERLY RUSSELL-SHAW
 (and (2) _____),

Name(s) of Signer(s)

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

Signature _____
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DISCLOSURE STATEMENT Document Date: 4/6/16
 Number of Pages: 18 Signer(s) Other Than Named Above: _____

Attachment 4

RGA	58 Units	4% TC	RUN DATE: 04/19/16
FORECAST ASSUMPTIONS			

DEVELOPMENT SCHEDULE

Units for Rent	57
Manager's Units	1
Total Number of Units	58
Density Per Acre	
Construction Start	
Completion/Certificate of Occupancy	
Construction Period (Months)	
Start of Leasing	
Units Leased per Month	
Stabilized Occupancy	
Lease-Up Period (Months)	
Permanent Loan Takeout	
Total Months - Const Start to Takeout	

SOURCES AND USES OF FUNDS

USES:		per unit	Construction	Permanent
Land/Acquisition	55%	\$155,431	\$9,015,000	\$9,015,000
Design & Engineering	2%	\$5,172	300,000	300,000
Legal/Financial/Other Consultants	1%	\$3,707	202,500	215,000
Permits & Fees	1%	\$2,950	171,089	171,089
Bridge Loan Interest	0%	\$0	0	0
Direct Building Construction	20%	\$56,208	3,260,088	3,260,088
Financing Costs	8%	\$22,679	1,008,164	1,315,361
Marketing/General & Administrative	0%	\$862	50,000	50,000
Developer Fees	11%	\$31,552	1,830,000	1,830,000
Hard Cost Contingency	2%	\$5,621	326,009	326,009
Soft Cost Contingency	0%	\$371	21,504	21,504
Total Project Uses		\$284,553	\$16,184,353	\$16,504,050

SOURCES:				
Tax Credit Equity	85,722	\$248,592	\$4,971,847	
Perm. Loan	51,762	0	3,002,203	
HCD GHI Assumption	120,690	7,000,000	7,000,000	
GP Capital	0	0	0	
Construction Loan	0	8,935,761	0	
Deferred Developer Fees	0	0	0	
AHP	10,000	0	580,000	
Seller Note	13,793	0	800,000	
Transfer of Reserves	2,586	0	150,000	
Financing Gap	(0)	0	(0)	
Total Project Sources	\$284,553	\$16,184,353	\$16,504,050	

RESIDENTIAL UNIT MIX/AFFORDABILITY ANALYSIS

	Mgrs. Units						Total Units	% of TC
	BR2/BA1	0BR/1BA	1BR/1BA	2BR/1BA	3BR/2BA	4BR/2BA		
Income								
25.00%	0	12				0	12	21.1%
30.00%	0	0	29			0	29	50.9%
50.00%	0	0	3	7		0	10	17.5%
60.00%	0	0	0	6		0	6	10.5%
70.00%	0	0	0	0	0	0	0	
* MGR	0		1	0	0	0	1	0.0%
								53.75%
Total Units	0	12	33	13	0	0	58	
%	0.0%	21.1%	57.9%	22.8%	0.0%	0.0%		

DEBT FINANCING ASSUMPTIONS

CONSTRUCTION LOAN:		
Construction Loan Interest Rate		4.50%
Credit Loan Fee		1.00%
PERMANENT LOAN:		
Permanent Loan Rate		5.60%
Permanent Loan Constant		6.96%
Loan Points and Fees		0.50%
Debt Service Coverage Ratio		1.25
Loan Underwriting Term (Years)		30
Construction Loan to Value Ratio		92.39%
Capitalization Rate		5.50%
Project Value (NOI/Cap Rate)		4,700,459
Maximum Loan to Cost Ratio		100.00%
Cash Available for Debt Service (NOI)		258,525
Loan to Value Ratio (restricted)		NA
Permanent Loan		3,002,203
Annual Payment		206,820
Actual DSC		1.250
OTHER DEBT/LOANS:		
Interest Rate	Redev't Loan	Other Loan
Loan Points and Fees	3.00%	0.00%
Loan Term (Years)	0.000%	0.000%
	55	0

TAX CREDIT FINANCING ASSUMPTIONS

Credit Year	2016
Federal Tax Credit Rate	3.20%
State Tax Credit Rate	0.00%
Difficult to Develop %	130.00%
Applicable Fraction	100.00%
Adjusted Eligible Basis	7,364,615
Annual Tax Credits	507,382
Investor Yield on 99% of Total Credit Allocation	98.00%
Gross Investor Contribution to Lower Tier	99.99%
Deferred Pay-In on Tax Credit Equity	0

Use of Sale Proceeds	
Acquisition Price	9,000,000
Repay Hard Debt	1,200,000
HCD GHI Loan Assumption	7,000,000
Residual Value (seller note)	800,000

Inflation Indexes:	
Income Inflator	2.50%
Expense Inflator	3.50%
Real Estate Tax Inflator	2.00%

RG	RUN DATE: 04/19/16									
ELIGIBLE BASIS CALCULATION										

				100.00%		0.00%		
		NON-		DEPRECIABLE BASIS				
DEVELOPMENT COSTS		TOTAL	PER UNIT	DEPRECIABLE	RESIDENTIAL	NON-RESIDENTIAL	AMORTIZED	EXPENSED
Land Costs								
Acquisition Cost	Land %:	9,000,000	155,172	1,600,000	7,400,000	0	0	0
Legal		15,000	259	15,000	0	0	0	0
Broker Fees		0	0	0	0	0	0	0
Total Land Costs		9,015,000	155,431	1,615,000	7,400,000	0	0	0
Total Acquisition Costs		0	0	0		0	0	0
New Construction								
Site Work		0	0	0	0	0	0	0
Structures		2,795,000	48,190	0	2,795,000	0	0	0
Contractor Overhead + Gen Conditions		283,972	4,896	0	283,972	0	0	0
Contractor Profit		181,116	3,123	0	181,116	0	0	0
Total New Construction Costs		3,260,088	56,208	0	3,260,088	0	0	0
Architectural Fees								
Design		100,000	1,724	0	100,000	0	0	0
Supervision		0	0	0	0	0	0	0
Total Architectural Costs		100,000	1,724	0	100,000	0	0	0
Total Survey & Engineering Costs		155,000	2,672		155,000	0	0	0
Construction Interest and Fees								
Construction Loan Interest		485,459	8,370	0	352,722	0	0	132,737
Constr Loan Origination Fee		89,358	1,541	0	89,358	0	0	0
Bond Premium		38,089	657	0	38,089	0	0	0
Property Taxes & Organizational fees		0	0	0	0	0	0	0
Construction Period Insurance		26,896	464	0	26,896	0	0	0
Title & Recording		15,000	259	0	15,000	0	0	0
Total Construction Interest & Fees		654,801	11,290	0	522,064	0	0	132,737
Permanent Financing								
Permanent Loan Origination Fee		15,011	259	0	0	0	15,011	0
Perm. Loan Conversion		19,266	332	0	0	0	19,266	0
City Financial Advisor		30,000	517	0			30,000	
Bond Issuer Fee		22,339			0		22,339	
Trustee Fee		0	0	0	0	0	0	0
Total Permanent Financing Costs		86,616	1,108	0	0	0	86,616	0
Legal Fees								
Legal Costs (Constr Loan+ Project Related)		75,000	1,293	0	75,000	0	0	0
Other (Tax Credits)		50,000	862		0	0	0	50,000
Total Attorney Costs		125,000	2,155	0	75,000	0	0	50,000
Constr lender due diligence + inspections		27,800	479	0	27,800	0	0	0
Reserves								
Operating Reserves		287,931	4,964	287,931	0	0	0	0
Other		0	0	0	0	0	0	0
Total Reserve Costs		287,931	4,964	287,931	0	0	0	0
Total Construction Contingency Costs		326,009	5,621	0	326,009	0	0	0
Other								
TCAC App./Reserv./Monitoring Fees		27,727	478	0	0	0		27,727
CDLAC/CDIAC Fees		3,574	62				3,574	
Environmental Audit/Toxic Remediation		50,000	862	0	50,000	0	0	0
Local Permit Fees		58,000	1,000	0	58,000	0	0	0
Marketing+ Market Study		23,000	397	0	8,000	0	0	15,000
Impound Taxes/Insurance		0	0	0	0	0	0	0
Furnishings		15,000	259	0	15,000	0	0	0
Relocation		290,000	5,000	80,000	210,000	0	0	0
Security		12,000	207		12,000			
Soft Cost Contingency		21,504	371	0	17,203	0	4,301	0
Legal - Bond Counsel		45,000	776	0	0	0	45,000	0
Legal - Bond Issuer		0	0	0	0	0	0	0
Total Other Costs		545,805	9,410	80,000	370,203	0	52,875	42,727
Sub-Total Residential Co:		14,584,050	251,064	1,982,931	12,236,164	0	139,492	225,464
Developer Costs								
Developer Overhead/Profit		1,830,000	31,552	0	1,830,000	0	0	0
Construction Manager		75,000	1,293	0	75,000	0	0	0
Accounting & Audit		15,000	259	0	15,000	0	0	0
Syndicator		0	0	0	0	0	0	0
Total Developer Costs		1,920,000	33,103	0	1,920,000	0	0	0
Total Project Costs		16,504,050	284,167	1,982,931	14,156,164	0	139,492	225,464

RGA

RUN DATE: 04/19/16

TAX CREDIT CALCULATIONS

	Federal Rehab Tax Credits	Federal Acq Credits	State Tax Credits	Total
Preliminary Eligible Basis	5,665,089	8,491,075	0	
Deductions from Eligible Basis:				
Grant Proceeds Used to Finance Costs in Eligible Basis	0		0	
Federal Loans Used to Finance Costs in 9% Eligible Basis	0		0	
Non-Qualified Non-Recourse Financing	0		0	
Non-Qualifying Portion of Higher Quality Units	0		0	
Historic Credit (Residential Portion Only)	0		0	
Total Deductions from Eligible Basis	0	0	0	5,818,046
Total Eligible Basis	5,665,089	8,491,075	0	186,177
0	0			186,159
Rehab, Basis	5,665,089			
Dev, Fee in Rehab, Basis				1,861,589
				1,824,357
High Cost Area Adjustment	130.00%	100.00%	100.00%	
Total Adjusted Eligible Basis	7,364,615	8,491,075	0	
Applicable Fraction	100.00%	100.00%	100.00%	
Total Qualified Basis	7,364,615	8,491,075	0	
Tax Credit %	3.20%	3.20%	0.00%	
Total Annual Tax Credits	235,668	271,714	0	507,382
LP Share of Credits	99.990%	99.990%	99.99%	
Credits Available to Equity Provider	235,644	271,687	0	
Credit Period	10	10	1	
Total Credit Allocation	2,356,441	2,716,872	0	5,073,314
Investor Yield	0.980000	0.980000	0.980000	
Gross Investor Contribution	2,309,312	2,662,535	0	4,971,847

DEVELOPMENT COST BUDGET				CONSTRUCTION SOURCES AND USES ANALYSIS													
DESCRIPTION		Permanent Budget	Construction BUDGET	At Closing	1	2	3	4	5	6	7	8	9	10	11	12	
Acquisition Price	\$155,172 per unit	9,000,000	9,000,000	9,000,000		0	0	0	0	0	0	0	0	0	0	0	
Other	per acre	15,000	15,000	15,000													
Title & Insurance		0	0	0		0	0	0	0	0	0	0	0	0	0	0	
LAND ACQUISITION & CLOSING		9,015,000	9,015,000	9,015,000	0	0	0	0	0	0	0	0	0	0	0	0	
Architect/Mechanical/Structural/Electrical		100,000	100,000	80,000	1,429	1,429	1,429	1,429	1,429	1,429	1,429	1,429	1,429	1,429	1,429	1,429	
Design/Landscape Arch-Const Observation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Civil Engineer (w. their reimbursables)		100,000	100,000	50,000	3,571	3,571	3,571	3,571	3,571	3,571	3,571	3,571	3,571	3,571	3,571	3,571	
Utility Consultant		0	0	0													
Other Consultants		50,000	50,000	50,000													
Archaeology		0	0	0	0										0		
Soils Engineering		0	0	0			0	0	0	0	0	0	0	0	0	0	
Surveying		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Environmental Consultants (Phase 1 update)		50,000	50,000	50,000	0	0	0	0	0	0	0	0	0	0	0	0	
reimbursables - Construction		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Reimbursable Exp's-Pre-Dev't		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Contingency	2.00%	6,000	6,000	4,600	100	100	100	100	100	100	100	100	100	100	100	100	
DESIGN & ENGINEERING		306,000	306,000	234,600	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	
Legal-Project Development		40,000	40,000	40,000	0	0	0	0	0	0	0	0	0	0	0	0	
Perm lender		0	0	0													
Legal-Bond Counsel	0.333%	45,000	45,000	45,000	0	0	0	0	0	0	0	0	0	0	0	0	
Legal-Tax Credit & organizational		50,000	50,000	50,000	0	0	0	0	0	0	0	0	0	0	0	0	
Legal - Construction Lender		35,000	35,000	35,000	0	0	0	0	0	0	0	0	0	0	0	0	
SDHC Financial Advisor		30,000	30,000	30,000													
Accounting & Auditing		15,000	2,500	2,500	0	0	0	0	0	0	0	0	0	0	0	0	
Contingency	2.00%	4,050	4,050	4,050	0	0	0	0	0	0	0	0	0	0	0	0	
LEGAL/FINANCIAL/OTHER		219,050	206,550	206,550	0	0	0	0	0	0	0	0	0	0	0	0	
Permits & Fees (City & Utilities)	1,000	58,000	58,000	52,200	483	483	483	483	483	483	483	483	483	483	483	483	
Developer Performance Bonds	\$ 1.16	38,089	38,089	38,089													
Prevailing Wage Monitoring Consultant		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Construction Manager	0	75,000	75,000	75,000	0	0	0	0	0	0	0	0	0	0	0	0	
Contingency	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PERMITS/BONDS/FEES		171,089	171,089	165,289	483	483	483	483	483	483	483	483	483	483	483	483	
Off-Site Imp's/Infrastructure & Demo		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
On-Site Imp's/Infrastructure/Parking	\$ 29.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Contingency	6.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SITE IMP'S/INFRASTRUCTURE		\$0.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Building Costs	\$40,000	\$350,000	2,670,000	2,670,000		222,500	222,500	222,500	222,500	222,500	222,500	222,500	222,500	222,500	222,500	222,500	
Green Costs		\$125,000	125,000	125,000		10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	
General Conditions	8.00%	223,600	223,600		18,633	18,633	18,633	18,633	18,633	18,633	18,633	18,633	18,633	18,633	18,633	18,633	
Contractor Overhead (including Ins)	2.00%	60,372	60,372		5,031	5,031	5,031	5,031	5,031	5,031	5,031	5,031	5,031	5,031	5,031	5,031	
Contractor's Fee	6.00%	181,116	181,116		15,093	15,093	15,093	15,093	15,093	15,093	15,093	15,093	15,093	15,093	15,093	15,093	
Contingency	10.00%	326,009	326,009		27,167	27,167	27,167	27,167	27,167	27,167	27,167	27,167	27,167	27,167	27,167	27,167	
DIRECT CONSTRUCTION		\$132.45	3,586,097	3,586,097	0	298,841	298,841	298,841	298,841	298,841	298,841	298,841	298,841	298,841	298,841	298,841	
Total Directs		\$ 109	3,586,097														
Construction Interest			485,459	485,459													
Predev Loan Interest + Fees			0	0	0	0		0	0	0	0	0	0	0	0	0	
Appraisal/Environ.and Review & Construction Consultant			27,800	27,800	20,000	650	650	650	650	650	650	650	650	650	650	650	
Other			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Construction Loan Origination Fee			89,358	89,358	89,358			0	0	0	0	0	0	0	0	0	
Escrow/Title Fees-Construction Loan			15,000	15,000	15,000	0	0	0	0	0	0	0	0	0	0	0	
Perm Loan Fee			15,011	15,011	15,011			0	0	0	0	0	0	0	0	0	
Permanent Loan Conversion Fees + Legal/Title			19,266	0	0	0	0	0	0	0	0	0	0	0	0	0	
Permanent Loan Appraisal, Environ. Review, ALTA, etc.			5,000	5,000	5,000												
Bond Commitment Deposit	1.50%		0	0	0											0	
Trustee Start-Up Fee			0	0	0												
Bond Issuer Fee	0.25%		22,339	22,339	22,339												
Other Bond Fees			0	0	0												
Relocation consultants			10,000	10,000	10,000	0	0	0	0	0	0	0	0	0	0	0	
Relocation			280,000	280,000	0	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	
Escrow/Title Fees-Permanent Loan			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Construction Period Insurance	0.75%		26,896	26,896	26,896	0	0	0	0	0	0	0	0	0	0	0	
Earthquake Insurance			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bond Lag Deposit			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operating Reserve	6 mos.		287,931	0	0	0	0	0	0	0	0	0	0	0	0	0	
Property taxes			0	0	0			0	0	0	0						
Property Taxes & Organizational Fees			0	0			0	0	0	0	0						
Impound Taxes/Insurance			0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CTCAC Application + Reservation Fees			4,357	4,357	2,000	0	0	0	0	0	0	0	0	0	0	0	
CDLAC and CDIAC Filing Fees			3,574	3,574	3,574												
CDLAC Performance Deposit	0.50%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CTCAC Fees	\$410		23,370	23,370	23,370	0	0	0	0	0	0	0	0	0	0	0	
Contingency	2.00%		10,454	10,454	4,651	480	480	480	480	480	480	480	480	480	480	480	
FINANCING COSTS		1,325,815	1,018,618	237,199	24,463	24,463	24,463	24,463	24,463	24,463	24,463	24,463	24,463	24,463	24,463	24,463	
Furnishings & Signage			15,000	15,000		0	0	0	0	0	0	0	0	0	0	0	
Lease-Up/Advertising Expenses			15,000	15,000		0	0	0	0	0	0	0	0	0	0	3,000	
Security			12,000	12,000	12,000									0	0	0	
Market Study			8,000	8,000	8,000		0	0	0	0	0	0	0	0	0	0	
Syndicator			0	0	0	0								0	0	0	
Contingency	2.00%		1,000	1,000	400	0	0	0	0	0	0	0	0	0	0	60	
MARKETING/GEN & ADMIN		51,000	51,000	20,400	0	0	0	0	0	0	0	0	0	0	0	3,060	
DEVELOPER FEES		0	0													0	
		14.85%	1,830,000	1,830,000	1,830,000	0	0	0	0	0	0	0	0	0	0	0	
TOTAL PROJECT COSTS		284,553	16,504,050	16,184,353	11,709,038	328,888	328,888	328,888	328,888	328,888	328,888	328,888	328,888	328,888	328,888	331,948	
SOURCES OF FUNDS - CONSTRUCTION PERIOD																	
LIHTax Credit Equity+ Solar Equity	248,592			248,592	248,592	0	0	0	0	0	0	0	0	0	0	0	
Transfer of Reserves	0			0	0			0	0	0	0	0	0</				

RG	
DEVELOPMENT COST BUDGET	

DESCRIPTION		13	14	15	16	17	18	TOTAL
Acquisition Price	\$155,172 per unit	0	0	0				9,000,000
Other	per acre							15,000
Title & Insurance		0	0	0				0
LAND ACQUISITION & CLOSING		0	0	0				9,015,000
Architect/Mechanical/Structural/Electrical		1,429	1,429	0	0	0	0	100,000
Design/Landscape Arch-Const Observation		0	0	0	0	0	0	0
Civil Engineer (w. their reimbursables)		3,571	3,571	0	0	0	0	100,000
Utility Consultant								0
Other Consultants								50,000
Archaeology		0	0					0
Soils Engineering		0	0	0				0
Surveying								0
Environmental Consultants (Phase 1 update)		0	0	0				50,000
reimbursables - Construction		0	0	0	0	0	0	0
Reimbursable Exp's-Pre-Dev't		0	0	0				0
Contingency	2.00%	100	100	0	0	0	0	6,000
DESIGN & ENGINEERING		5,100	5,100	0	0	0	0	306,000
Legal-Project Development		0	0	0				40,000
Perm lender		0	0	0				0
Legal-Bond Counsel	0.333%	0	0	0				45,000
Legal-Tax Credit & organizational		0	0	0				50,000
Legal - Construction Lender		0	0	0				35,000
SDHC Financial Advisor								30,000
Accounting & Auditing		0	0	0	0		0	2,500
Contingency	2.00%	0	0	0	0	0	0	4,050
LEGAL/FINANCIAL/OTHER		0	0	0				206,550
Permits & Fees (City & Utilities)		1,000						58,000
Developer Performance Bonds	\$ 1.16	0	0	0				38,089
Prevailing Wage Monitoring Consultant		0	0	0				0
Construction Manager		0	0	0	0	0	0	75,000
Contingency	0.00%	0	0	0	0	0	0	0
PERMITS/BONDS/FEES		0	0	0	0	0	0	171,089
Off-Site Imp's/Infrastructure & Demo			0	0				0
On-Site Imp's/Infrastructure/Parking	\$ 29.00	0	0	0				0
Contingency	6.00%	0	0	0				0
SITE IMP'S/INFRASTRUCTURE	\$0.00	0	0	0				0
Building Costs	\$40,000	\$350,000		0	0	0	0	2,670,000
Green Costs		\$125,000						125,000
General Conditions		8.00%						223,600
Contractor Overhead (including Ins)		2.00%						60,372
Contractor's Fee		6.00%						181,116
Contingency		10.00%						326,009
DIRECT CONSTRUCTION		\$132.45	0	0	0	0	0	3,586,097
Total Directs	\$ 109							
Construction Interest								485,459
Predev Loan interest + Fees		0	0	0				0
Appraisal/Environ.and Review & Construction Consultant		0	0					27,800
Other		0	0	0	0	0	0	0
Construction Loan Origination Fee		0	0	0				89,358
Escrow/Title Fees-Construction Loan		0	0	0				15,000
Perm Loan Fee		0	0	0				15,011
Permanent Loan Conversion Fees + Legal/Title		0	0	0				0
Permanent Loan Appraisal, Environ. Review, ALTA, etc.								5,000
Bond Commitment Deposit	1.50%							0
Trustee Start-Up Fee								0
Bond Issuer Fee	0.25%							22,339
Other Bond Fees								0
Relocation consultants							0	10,000
Relocation								280,000
Escrow/Title Fees-Permanent Loan		0	0	0				0
Construction Period Insurance	0.75%	0	0	0				26,896
Earthquake Insurance		0	0	0				0
Bond Lag Deposit		0	0	0				0
Operating Reserve	6 mos.	0	0					0
Property taxes								0
Property Taxes & Organizational Fees			0					0
Impound Taxes/Insurance		0	0	0				0
CTCAC Application + Reservation Fees		0	0		2,357			4,357
CDLAC and CDIAC Filing Fees								3,574
CDLAC Performance Deposit	0.50%	0	0	0			0	0
CTCAC Fees	\$410	0	0	0	0	0	0	23,370
Contingency	2.00%	0	0	0	47	0	0	10,454
FINANCING COSTS		0	0	0	2,404	0	0	1,018,618
Furnishings & Signage		0	15,000					15,000
Lease-Up/Advertising Expenses		3,000	3,000	3,000	3,000	0		15,000
Security			0					12,000
Market Study		0	0	0				8,000
Syndicator								0
Contingency	2.00%	60	360	60	60	0		1,000
MARKETING/GEN & ADMIN		3,060	18,360	3,060	3,060	0	0	51,000
DEVELOPER FEES								0
	14.85%		0		0	0		1,830,000
TOTAL PROJECT COSTS		284,553	8,160	23,460	3,060	5,464	0	16,184,353

SOURCES OF FUNDS - CONSTRUCTION PERIOD

		0						0
LIHTax Credit Equity+ Solar Equity	248,592			0				248,592
Transfer of Reserves	0							0
Seller Note	0	0	0	0	0	0	0	0
HCD GHJ Loan Assumption	7,000,000							7,000,000
Beginning Construction Loan Balance		8,697,496	8,738,272	8,794,500	8,830,539	8,869,118	8,902,377	
Construction Loan Draw	8,450,302	8,160	23,460	3,060	5,464	0	0	8,450,302
Construction Loan Interest	485,459	32,616	32,769	32,979	33,115	33,259	33,384	485,459
	0							0
Ending Construction Loan Balance Before Equity Repay	8,935,761	8,738,272	8,794,500	8,830,539	8,869,118	8,902,377	8,935,761	
TOTAL CONSTRUCTION SOURCES OF FUNDS	16,184,353	8,160	23,460	3,060	5,464	0	0	
Expensed Interest	132,737							
Capitalized Interest	352,722							

RGAs	58 Units	RUN DATE:	04/19/16
RENTAL INCOME ASSUMPTIONS			

RENTAL INCOME ANALYSIS:

Family Size	Unit Type	Number of Units	Monthly LIHTC/SDHC Rent	Utility Allowance	Net Monthly Rent	Net Annual LIHTC Rent	Net Annual Asking Rent	Unit Sq. Ft.
% of Median								
25.00%	0BR/1BA	12	354	35	319	45,936		
25.00%	1BR/1BA	0	379	42	337	0		525
25.00%	2BR/1BA	0	455	57	398	0		750
25.00%	3BR/2BA	0	526	0	526	0		1,000
25.00%	4BR/2BA	0	587	0	587	0		0
30.00%	0BR/1BA	0	425	35	390	0		
30.00%	1BR/1BA	29	455	42	413	143,724		525
30.00%	2BR/1BA	0	546	57	489	0		750
30.00%	3BR/2BA	0	631	0	631	0		1,000
30.00%	4BR/2BA	0	705	0	705	0		0
50.00%	0BR/1BA	0	708	35	673	0		450
50.00%	1BR/1BA	3	759	42	717	25,812		525
50.00%	2BR/1BA	7	911	57	854	71,736	71,400	750
50.00%	3BR/2BA	0	1,012	0	1,012	0	0	1,000
50.00%	4BR/2BA	0	1,057	0	1,057	0	0	0
60.00%	0BR/1BA	0	850	35	815	0	0	
60.00%	1BR/1BA	0	911	42	869	0	0	525
60.00%	2BR/1BA	6	1,093	57	1,036	74,592	63,144	750
60.00%	3BR/2BA	0	1,215	0	1,215	0	0	1,000
60.00%	4BR/2BA	0	1,410	0	1,410	0	0	0
Mgr.	BR2/BA1	0	0	0	0	0	0	835
Mgr.	1BR/1BA	1	0	0	0	0		525
TOTAL PROJECT		58			520	361,800	134,544	467
						30,150	11,212	

Utility Allowances (Based on SDHC):

	Studio	One
Gas Heat	\$10	\$12
Electric Cooking	\$4	\$5
Other Electric	\$16	\$19
Gas Water Heating	\$5	\$6
Total	\$35	\$42

RGA											
				58 Units							
		YEAR		1	2	3	4	5	6	7	8
RENTAL REVENUES:		2.5%/ann. increase									
Gross Potential Rent (Affordable Units)				361,800	370,845	380,116	389,619	399,359	409,343	419,577	430,066
Laundry/Other		\$14.00		9,744	9,988	10,238	10,494	10,756	11,025	11,301	11,584
Operating Subsidy				320,000	328,000	336,200	344,605	353,220	362,051	371,102	380,380
Vacancy Allowance		5.00%		(34,577)	(35,442)	(36,328)	(37,236)	(38,167)	(39,121)	(40,099)	(41,102)
Net Rental Income				656,967	673,391	690,226	707,482	725,168	743,298	761,881	780,928
PROPERTY OPERATING COSTS:		3.5%/ann. increase									
Administrative Expenses:											
Office Supplies & Equipment		\$400	/mo.	4,800	4,968	5,142	5,322	5,508	5,701	5,901	6,108
Payroll Services		\$100	/mo.	1,200	1,242	1,285	1,330	1,377	1,425	1,475	1,527
Van Services		\$0	/mo.	0	0	0	0	0	0	0	0
Telephone/Answering Service/Internet		\$300	/mo.	3,600	3,726	3,856	3,991	4,131	4,276	4,426	4,581
Auto Expense		\$100	/mo.	1,200	1,242	1,285	1,330	1,377	1,425	1,475	1,527
Training & Travel		\$200	/mo.	2,400	2,484	2,571	2,661	2,754	2,850	2,950	3,053
Misc. Administrative Expense		\$500	/mo.	6,017	6,228	6,446	6,672	6,906	7,148	7,398	7,657
Resident Services to BCDC		\$1,750	/mo.	0	0	0	0	0	0	0	0
City monitoring fee		\$0	/unit	0	0	0	0	0	0	0	0
Bond Issuer Fee		0.125%		3,753	3,753	3,753	3,753	3,753	3,753	3,753	3,753
Marketing Expense:											
Advertising				0	0	0	0	0	0	0	0
Professional Fees:											
Property Management Fees		\$	42.50 u/mo	29,580	30,615	31,687	32,796	33,944	35,132	36,362	37,635
Accounting		\$0	/mo.	0	0	0	0	0	0	0	0
Legal Fees		\$100	/mo.	1,200	1,242	1,285	1,330	1,377	1,425	1,475	1,527
Auditing Expense		\$1,000	/mo.	12,000	12,420	12,855	13,305	13,771	14,253	14,752	15,268
Utilities:											
Electricity (common areas)		\$750.00	/mo	20,000	20,700	21,425	22,175	22,951	23,754	24,585	25,445
Gas (community center and laundry)		\$950.00	/mo	220	228	236	244	253	262	271	280
Water and Sewer		\$60.00	/u/mo	31,000	32,085	33,208	34,370	35,573	36,818	38,107	39,441
Payroll/Payroll Taxes:											
Salaries-Manager		\$3,000	/mo.	36,000	37,260	38,564	39,914	41,311	42,757	44,253	45,802
Salaries-Assistant Manager		\$2,000	/mo.	24,000	24,840	25,709	26,609	27,540	28,504	29,502	30,535
Salaries-Administrative		\$1,000	/mo.	0	0	0	0	0	0	0	0
Salaries-Maintenance Supervisor		\$1,500	/mo.	18,000	18,630	19,282	19,957	20,655	21,378	22,126	22,900
Salaries-Maintenance Personnel		\$1,250	/mo.	0	0	0	0	0	0	0	0
Employee Apartments		\$0	/mo.	0	0	0	0	0	0	0	0
Payroll Taxes		15.000%		11,700	12,110	12,533	12,972	13,426	13,896	14,382	14,886
Workers Compensation		12.000%		9,360	9,688	10,027	10,378	10,741	11,117	11,506	11,909
Health Insurance/Other Benefits		\$2,000	/mo.	24,000	24,840	25,709	26,609	27,540	28,504	29,502	30,535
Contract Services:											
Exterminating		\$10	/unit/mo	6,960	7,204	7,456	7,717	7,987	8,267	8,556	8,855
Trash Removal		\$17	/u/mo	11,832	12,246	12,675	13,119	13,578	14,053	14,545	15,054
Elevator (3) Maintenance		\$0	/mo.	0	0	0	0	0	0	0	0
Building/Grounds Maintenance		\$1,400	mo	16,800	17,388	17,997	18,627	19,279	19,954	20,652	21,375
Janitorial			/u/mo	0	0	0	0	0	0	0	0
Repair		\$1,400	/mo	16,800	17,388	17,997	18,627	19,279	19,954	20,652	21,375
HVAC Filters		\$10	u/mo.	6,960	7,204	7,456	7,717	7,987	8,267	8,556	8,855
Cleaning & Decorating:				0							
Painting Supplies		\$10	/u/mo	6,960	7,204	7,456	7,717	7,987	8,267	8,556	8,855
Grounds Supplies		\$500	/mo	6,000	6,210	6,427	6,652	6,885	7,126	7,375	7,633
Repairs & Maintenance:											
Repairs & Maintenance General		\$1,500	/mo	18,000	18,630	19,282	19,957	20,655	21,378	22,126	22,900
		0									
TOTAL VARIABLE COSTS		0	\$5,696 /unit	330,342	341,774	353,604	365,851	378,525	391,644	405,219	419,270
Taxes & Insurance:											
Real Property Tax Assessment		\$17	/unit	1,000	1,020	1,040	1,061	1,082	1,104	1,126	1,149
HOA Fee		\$0	u/mo.	0	0	0	0	0	0	0	0
Misc Taxes/Licenses/Permits		\$20	/mo.	0	0	0	0	0	0	0	0
Insurance		\$300	/unit	17,400	18,009	18,639	19,291	19,966	20,665	21,388	22,137
Fidelity Bond Insurance		\$0	/mo.	0	0	0	0	0	0	0	0
Ground Lease Payment				0	0	0	0	0	0	0	0
TOTAL FIXED COSTS		TCAC Expenses		18,400	19,029	19,679	20,352	21,048	21,769	22,514	23,286
Operating Reserve		347,742		0	0	0	0	0	0	0	0
TOTAL OPERATING COSTS		5,996	\$6,013 /unit	348,742	360,803	373,283	386,203	399,573	413,413	427,733	442,556
NET OPERATING INCOME:				308,225	312,588	316,943	321,279	325,595	329,885	334,148	338,372
CASH FLOW FROM OPERATIONS:											
Net Operating Income				308,225	312,588	316,943	321,279	325,595	329,885	334,148	338,372
MHP Debt Service		0.42%		29,400	29,400	29,400	29,400	29,400	29,400	29,400	29,400
Replacement Reserve		\$350	per unit	20,300	21,011	21,746	22,507	23,295	24,110	24,954	25,827
Solar Inverter Reserve		\$0	per mo.	0	0	0	0	0	0	0	0
CASH FLOW AVAILABLE FOR DEBT SERVICE				258,525	262,177	265,797	269,372	272,901	276,375	279,794	283,144
Debt Service - First Trust Deed		3,002,203	1.25	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)
Cash Flow After Debt Service				51,705	55,357	58,977	62,552	66,080	69,555	72,974	76,324
General Partner Asset Mgt Fee		3.00%		(17,500)	(18,025)	(18,566)	(19,123)	(19,696)	(20,287)	(20,896)	(21,523)
Limited Partner Asset Mgmt. Fee		3.00%		(5,000)	(5,150)	(5,305)	(5,464)	(5,628)	(5,796)	(5,970)	(6,149)
Other				0	0	0	0	0	0	0	0
Other		100.00%		0	0	0	0	0	0	0	0
CASH FLOW AVAILABLE FOR to Pay developer Fee				29,205	32,182	35,107	37,966	40,756	43,472	46,108	48,652

RGA											
		9	10	11	12	13	14	15	16	17	18
RENTAL REVENUES:	2.5%/ann. inc										
Gross Potential Rent (Affordable Units)		440,818	451,838	463,134	474,712	486,580	498,745	511,214	523,994	537,094	550,521
Laundry/Other		11,874	12,171	12,475	12,787	13,107	13,435	13,771	14,115	14,468	14,830
Operating Subsidy		389,890	399,637	409,628	419,869	430,366	441,125	452,153	463,457	475,043	486,919
Vacancy Allowance		(42,129)	(43,182)	(44,262)	(45,368)	(46,503)	(47,665)	(48,857)	(50,078)	(51,330)	(52,614)
Net Rental Income		800,453	820,464	840,975	862,000	883,550	905,640	928,281	951,488	975,275	999,656
PROPERTY OPERATING COSTS:	3.5%/ann. inc										
Administrative Expenses:											
Office Supplies & Equipment		6,322	6,543	6,772	7,009	7,254	7,508	7,771	8,043	8,325	8,616
Payroll Services		1,580	1,635	1,692	1,751	1,812	1,875	1,941	2,009	2,079	2,152
Van Services		0	0	0	0	0	0	0	0	0	0
Telephone/Answering Service/Internet		4,741	4,907	5,079	5,257	5,441	5,631	5,828	6,032	6,243	6,462
Auto Expense		1,580	1,635	1,692	1,751	1,812	1,875	1,941	2,009	2,079	2,152
Training & Travel		3,160	3,271	3,385	3,503	3,626	3,753	3,884	4,020	4,161	4,307
Misc. Administrative Expense		7,925	8,202	8,489	8,786	9,094	9,412	9,741	10,082	10,435	10,800
Resident Services to BCDC		0	0	0	0	0	0	0	0	0	0
City monitoring fee		0	0	0	0	0	0	0	0	0	0
Bond Issuer Fee		3,753	3,753	3,753	3,753	3,753	3,753	3,753	3,753	3,753	3,753
Marketing Expense:											
Advertising		0	0	0	0	0	0	0	0	0	0
Professional Fees:											
Property Management Fees		38,952	40,315	41,726	43,186	44,698	46,262	47,881	49,557	51,291	53,086
Accounting		0	0	0	0	0	0	0	0	0	0
Legal Fees		1,580	1,635	1,692	1,751	1,812	1,875	1,941	2,009	2,079	2,152
Auditing Expense		15,802	16,355	16,927	17,519	18,132	18,767	19,424	20,104	20,808	21,536
Utilities:											
Electricity (common areas)		26,336	27,258	28,212	29,199	30,221	31,279	32,374	33,507	34,680	35,894
Gas (community center and laundry)		290	300	311	322	333	345	357	369	382	395
Water and Sewer		40,821	42,250	43,729	45,260	46,844	48,484	50,181	51,937	53,755	55,636
Payroll/Payroll Taxes:											
Salaries-Manager		47,405	49,064	50,781	52,558	54,398	56,302	58,273	60,313	62,424	64,609
Salaries-Assistant Manager		31,604	32,710	33,855	35,040	36,266	37,535	38,849	40,209	41,616	43,073
Salaries-Administrative		0	0	0	0	0	0	0	0	0	0
Salaries-Maintenance Supervisor	PT	23,702	24,532	25,391	26,280	27,200	28,152	29,137	30,157	31,212	32,304
Salaries-Maintenance Personnel		0	0	0	0	0	0	0	0	0	0
Employee Apartments		0	0	0	0	0	0	0	0	0	0
Payroll Taxes		15,407	15,946	16,504	17,082	17,680	18,298	18,939	19,602	20,288	20,998
Workers Compensation		12,326	12,757	13,203	13,665	14,143	14,638	15,150	15,680	16,229	16,797
Health Insurance/Other Benefits		31,604	32,710	33,855	35,040	36,266	37,535	38,849	40,209	41,616	43,073
Contract Services:											
Exterminating		9,165	9,486	9,818	10,162	10,518	10,886	11,267	11,661	12,069	12,491
Trash Removal		15,581	16,126	16,690	17,274	17,879	18,505	19,153	19,823	20,517	21,235
Elevator (3) Maintenance		0	0	0	0	0	0	0	0	0	0
Building/Grounds Maintenance		22,123	22,897	23,698	24,527	25,385	26,273	27,193	28,145	29,130	30,150
Janitorial		0	0	0	0	0	0	0	0	0	0
Repair		22,123	22,897	23,698	24,527	25,385	26,273	27,193	28,145	29,130	30,150
HVAC Filters		9,165	9,486	9,818	10,162	10,518	10,886	11,267	11,661	12,069	12,491
Cleaning & Decorating:											
Painting Supplies		9,165	9,486	9,818	10,162	10,518	10,886	11,267	11,661	12,069	12,491
Grounds Supplies		7,900	8,177	8,463	8,759	9,066	9,383	9,711	10,051	10,403	10,767
Repairs & Maintenance:											
Repairs & Maintenance General		23,702	24,532	25,391	26,280	27,200	28,152	29,137	30,157	31,212	32,304
	0										
TOTAL VARIABLE COSTS	0	433,813	448,865	464,442	480,564	497,253	514,523	532,402	550,905	570,054	589,874
Taxes & Insurance:											
Real Property Tax Assessment		1,172	1,195	1,219	1,243	1,268	1,293	1,319	1,345	1,372	1,399
HOA Fee		0	0	0	0	0	0	0	0	0	0
Misc Taxes/Licenses/Permits		0	0	0	0	0	0	0	0	0	0
Insurance		22,912	23,714	24,544	25,403	26,292	27,212	28,164	29,150	30,170	31,226
Fidelity Bond Insurance		0	0	0	0	0	0	0	0	0	0
Ground Lease Payment		0	0	0	0	0	0	0	0	0	0
TOTAL FIXED COSTS	TCAC Expen	24,084	24,909	25,763	26,646	27,560	28,505	29,483	30,495	31,542	32,625
Operating Reserve	347,742	0	0								
TOTAL OPERATING COSTS	5,996	457,897	473,774	490,205	507,210	524,813	543,028	561,885	581,400	601,596	622,499
NET OPERATING INCOME:		342,556	346,690	350,770	354,790	358,737	362,612	366,396	370,088	373,679	377,157
CASH FLOW FROM OPERATIONS:											
Net Operating Income		342,556	346,690	350,770	354,790	358,737	362,612	366,396	370,088	373,679	377,157
MHP Debt Service		29,400	29,400	29,400	29,400	29,400	29,400	29,400	29,400	29,400	29,400
Replacement Reserve		26,731	27,667	28,635	29,637	30,675	31,748	32,859	34,010	35,200	36,432
Solar Inverter Reserve		0	0	0	0	0	0	0			
CASH FLOW AVAILABLE FOR DEBT SERVICE		286,424	289,624	292,735	295,752	298,662	301,464	304,137	306,679	309,080	311,325
Debt Service - First Trust Deed		(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)
Cash Flow After Debt Service		79,604	82,803	85,915	88,932	91,842	94,643	97,317	99,859	102,259	104,505
General Partner Asset Mgt Fee		(22,168)	(22,834)	(23,519)	(24,224)	(24,951)	(25,699)	(26,470)	(27,264)	(28,082)	(28,925)
Limited Partner Asset Mgmt. Fee		(6,334)	(6,524)	(6,720)	(6,921)	(7,129)	(7,343)	(7,563)	0	0	0
Other		0	0	0	0	0	0	0	0	0	0
Other		0	0	0	0	0	0	0	0	0	0
CASH FLOW AVAILABLE FOR to Pay developer Fee		51,102	53,446	55,677	57,787	59,762	61,601	63,283	72,594	74,177	75,580

RGA		19	20	21	22	23
RENTAL REVENUES:						
	2.5%/ann. inc					
Gross Potential Rent (Affordable Units)		564,284	578,391	592,851	607,672	622,864
Laundry/Other		15,201	15,581	15,971	16,370	16,779
Operating Subsidy		499,092	511,569	524,358	537,467	550,904
Vacancy Allowance		(53,929)	(55,277)	(56,659)	(58,075)	(59,527)
Net Rental Income		1,024,648	1,050,264	1,076,521	1,103,434	1,131,020
PROPERTY OPERATING COSTS:						
	3.5%/ann. inc					
Administrative Expenses:						
Office Supplies & Equipment		8,918	9,230	9,553	9,887	10,233
Payroll Services		2,227	2,305	2,386	2,470	2,556
Van Services		0	0	0	0	0
Telephone/Answering Service/Internet		6,688	6,922	7,164	7,415	7,675
Auto Expense		2,227	2,305	2,386	2,470	2,556
Training & Travel		4,458	4,614	4,775	4,942	5,115
Misc. Administrative Expense		11,178	11,569	11,974	12,393	12,827
Resident Services to BCDC		0	0	0	0	0
City monitoring fee		0	0	0	0	0
Bond Issuer Fee		3,753	3,753	3,753	3,753	3,753
Marketing Expense:						
Advertising		0	0	0	0	0
Professional Fees:						
Property Management Fees		54,944	56,867	58,857	60,917	63,049
Accounting		0	0	0	0	0
Legal Fees		2,227	2,305	2,386	2,470	2,556
Auditing Expense		22,290	23,070	23,877	24,713	25,578
Utilities:						
Electricity (common areas)		37,150	38,450	39,796	41,189	42,631
Gas (community center and laundry)		409	423	438	453	469
Water and Sewer		57,583	59,598	61,684	63,843	66,078
Payroll/Payroll Taxes:						
Salaries-Manager		66,870	69,210	71,632	74,139	76,734
Salaries-Assistant Manager		44,581	46,141	47,756	49,427	51,157
Salaries-Administrative		0	0	0	0	0
Salaries-Maintenance Supervisor	PT	33,435	34,605	35,816	37,070	38,367
Salaries-Maintenance Personnel		0	0	0	0	0
Employee Apartments		0	0	0	0	0
Payroll Taxes		21,733	22,493	23,281	24,095	24,939
Workers Compensation		17,385	17,993	18,623	19,275	19,950
Health Insurance/Other Benefits		44,581	46,141	47,756	49,427	51,157
Contract Services:						
Exterminating		12,928	13,380	13,848	14,333	14,835
Trash Removal		21,978	22,747	23,543	24,367	25,220
Elevator (3) Maintenance		0	0	0	0	0
Building/Grounds Maintenance		31,205	32,297	33,427	34,597	35,808
Janitorial		0	0	0	0	0
Repair		31,205	32,297	33,427	34,597	35,808
HVAC Filters		12,928	13,380	13,848	14,333	14,835
Cleaning & Decorating:						
Painting Supplies		12,928	13,380	13,848	14,333	14,835
Grounds Supplies		11,144	11,534	11,938	12,356	12,788
Repairs & Maintenance:						
Repairs & Maintenance General		33,435	34,605	35,816	37,070	38,367
	0					
TOTAL VARIABLE COSTS	0	610,388	631,614	653,587	676,334	699,875
Taxes & Insurance:						
Real Property Tax Assessment		1,427	1,456	1,485	1,515	1,545
HOA Fee		0	0	0	0	0
Misc Taxes/Licenses/Permits		0	0	0	0	0
Insurance		32,319	33,450	34,621	35,833	37,087
Fidelity Bond Insurance		0	0	0	0	0
Ground Lease Payment		0	0	0	0	0
TOTAL FIXED COSTS						
Operating Reserve	TCAC Expen	33,746	34,906	36,106	37,348	38,632
	347,742					
TOTAL OPERATING COSTS	5,996	644,134	666,520	689,693	713,682	738,507
NET OPERATING INCOME:		380,514	383,744	386,828	389,752	392,513
CASH FLOW FROM OPERATIONS:						
Net Operating Income		380,514	383,744	386,828	389,752	392,513
MHP Debt Service		29,400	29,400	29,400	29,400	29,400
Replacement Reserve		37,707	39,027	40,393	41,806	43,270
Solar Inverter Reserve						
CASH FLOW AVAILABLE FOR DEBT SERVICE		313,407	315,317	317,035	318,545	319,843
Debt Service - First Trust Deed		(206,820)	(206,820)	(206,820)	(206,820)	(206,820)
Cash Flow After Debt Service		106,587	108,497	110,215	111,725	113,023
General Partner Asset Mgt Fee		(29,793)	(30,686)	(31,607)	(32,555)	(33,532)
Limited Partner Asset Mgmt. Fee		0	0	0	0	0
Other		0	0	0	0	0
Other		0	0	0	0	0
CASH FLOW AVAILABLE FOR to Pay developer Fee		76,795	77,811	78,608	79,170	79,491

RGA		24	25	26	27	28	29	30
RENTAL REVENUES:								
Gross Potential Rent (Affordable Units)	2.5%/ann. inc	638,436	654,397	670,757	687,526	704,714	722,332	740,390
Laundry/Other		17,198	17,628	18,069	18,521	18,984	19,459	19,945
Operating Subsidy		564,677	578,794	593,264	608,096	623,298	638,880	654,852
Vacancy Allowance		(61,016)	(62,541)	(64,105)	(65,707)	(67,350)	(69,034)	(70,759)
Net Rental Income		1,159,295	1,188,278	1,217,985	1,248,436	1,279,646	1,311,637	1,344,428
PROPERTY OPERATING COSTS:								
Administrative Expenses:								
Office Supplies & Equipment		10,591	10,962	11,346	11,743	12,154	12,579	13,019
Payroll Services		2,645	2,738	2,834	2,933	3,036	3,142	3,252
Van Services		0	0	0	0	0	0	0
Telephone/Answering Service/Internet		7,944	8,222	8,510	8,808	9,116	9,435	9,765
Auto Expense		2,645	2,738	2,834	2,933	3,036	3,142	3,252
Training & Travel		5,294	5,479	5,671	5,869	6,074	6,287	6,507
Misc. Administrative Expense		13,276	13,741	14,222	14,720	15,235	15,768	16,320
Resident Services to BCDC		0	0	0	0	0	0	0
City monitoring fee		0	0	0	0	0	0	0
Bond Issuer Fee		3,753	3,753	3,753	3,753	3,753	3,753	3,753
Marketing Expense:								
Advertising		0	0	0	0	0	0	0
Professional Fees:								
Property Management Fees		65,256	67,540	69,904	72,351	74,883	77,504	80,217
Accounting		0	0	0	0	0	0	0
Legal Fees		2,645	2,738	2,834	2,933	3,036	3,142	3,252
Auditing Expense		26,473	27,400	28,359	29,352	30,379	31,442	32,542
Utilities:								
Electricity (common areas)		44,123	45,667	47,265	48,919	50,631	52,403	54,237
Gas (community center and laundry)		485	502	520	538	557	576	596
Water and Sewer		68,391	70,785	73,262	75,826	78,480	81,227	84,070
Payroll/Payroll Taxes:								
Salaries-Manager		79,420	82,200	85,077	88,055	91,137	94,327	97,628
Salaries-Assistant Manager		52,947	54,800	56,718	58,703	60,758	62,885	65,086
Salaries-Administrative		0	0	0	0	0	0	0
Salaries-Maintenance Supervisor	PT	39,710	41,100	42,539	44,028	45,569	47,164	48,815
Salaries-Maintenance Personnel		0	0	0	0	0	0	0
Employee Apartments		0	0	0	0	0	0	0
Payroll Taxes		25,812	26,715	27,650	28,618	29,620	30,656	31,729
Workers Compensation		20,648	21,371	22,119	22,893	23,694	24,523	25,381
Health Insurance/Other Benefits		52,947	54,800	56,718	58,703	60,758	62,885	65,086
Contract Services:								
Exterminating		15,354	15,891	16,447	17,023	17,619	18,236	18,874
Trash Removal		26,103	27,017	27,963	28,942	29,955	31,003	32,088
Elevator (3) Maintenance		0	0	0	0	0	0	0
Building/Grounds Maintenance		37,061	38,358	39,701	41,091	42,529	44,018	45,559
Janitorial		0	0	0	0	0	0	0
Repair		37,061	38,358	39,701	41,091	42,529	44,018	45,559
HVAC Filters		15,354	15,891	16,447	17,023	17,619	18,236	18,874
Cleaning & Decorating:								
Painting Supplies		15,354	15,891	16,447	17,023	17,619	18,236	18,874
Grounds Supplies		13,236	13,699	14,178	14,674	15,188	15,720	16,270
Repairs & Maintenance:								
Repairs & Maintenance General		39,710	41,100	42,539	44,028	45,569	47,164	48,815
	0							
TOTAL VARIABLE COSTS	0	724,237	749,456	775,558	802,573	830,532	859,471	889,420
Taxes & Insurance:								
Real Property Tax Assessment		1,576	1,608	1,640	1,673	1,706	1,740	1,775
HOA Fee		0	0	0	0	0	0	0
Misc Taxes/Licenses/Permits		0	0	0	0	0	0	0
Insurance		38,385	39,728	41,118	42,557	44,046	45,588	47,184
Fidelity Bond Insurance		0	0	0	0	0	0	0
Ground Lease Payment		0	0	0	0	0	0	0
TOTAL FIXED COSTS								
Operating Reserve	TCAC Expen	39,961	41,336	42,758	44,230	45,752	47,328	48,959
	347,742							
TOTAL OPERATING COSTS	5,996	764,198	790,792	818,316	846,803	876,284	906,799	938,379
NET OPERATING INCOME:		395,097	397,486	399,669	401,633	403,362	404,838	406,049
CASH FLOW FROM OPERATIONS:								
Net Operating Income		395,097	397,486	399,669	401,633	403,362	404,838	406,049
MHP Debt Service		29,400	29,400	29,400	29,400	29,400	29,400	29,400
Replacement Reserve		44,784	46,352	47,974	49,653	51,391	53,189	55,051
Solar Inverter Reserve								
CASH FLOW AVAILABLE FOR DEBT SERVICE		320,913	321,735	322,295	322,580	322,571	322,248	321,598
Debt Service - First Trust Deed		(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)	(206,820)
Cash Flow After Debt Service		114,092	114,914	115,475	115,760	115,751	115,428	114,778
General Partner Asset Mgt Fee		(34,538)	(35,574)	(36,641)	(37,740)	(38,873)	(40,039)	(41,240)
Limited Partner Asset Mgmt. Fee		0	0	0	0	0	0	0
Other		0	0	0	0	0	0	0
Other		0	0					
CASH FLOW AVAILABLE FOR to Pay developer Fee		79,555	79,341	78,834	78,020	76,878	75,389	73,538

ATTACHMENT 5
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 for-profit 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 or 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 10% 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 issuer (Housing Authority) 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, 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 (City Council). This process does not make the City financially or legally liable for the bonds or for the project.

[Note: It is uncommon for the members of the City Council to be asked to take two actions at this stage in the bond process---one in their capacity as the City Council (TEFRA hearing and resolution) and another as the Housing Authority (bond inducement). Were the issuer (Housing Authority) a more remote entity, the TEFRA hearing and resolution would be the only opportunity for local elected officials to weigh in on the project.]

- 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 Authority 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 the bonds. The offering document also includes a paragraph that details that 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.