

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

940



FROM: Economic Development Agency

SUBMITTAL DATE:
March 1, 2012

SUBJECT: First Amendment to Loan Agreement for the Use of HOME Funds for Summerhouse Apartments in the City of Temecula

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached First Amendment to Loan Agreement with Summerhouse Housing Associates, Limited Partnership;
2. Authorize the Chairman of the Board to sign the attached First Amendment to Loan Agreement; and
3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to implement the First Amendment to Loan Agreement including signing subsequent essential and relevant documents.

BACKGROUND: (Commences on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: HOME Investment Partnership Act Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Jennifer Sargent*
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: March 13, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.17 of 3/15/11

District: 3/3

Agenda Number: **3.14**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
FEB 27 2012
Departmental Concurrence

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BACKGROUND:

On March 15, 2011, the Board of Supervisors approved a loan agreement for \$1,000,000 in HOME funds with Summerhouse Housing Associates, L.P. (SHALP), a California Limited Partnership, for the development and construction of an 80-unit multi-family housing complex located on a 6.8-acre site on the northwest corner of Dartola Road and Margarita Road in the City of Temecula (the "Project", which consists of Phase 1 and Phase 2). Summerhouse Apartments is entitled for a 110-unit multi-family and senior-household development; however, the Project has a revised scope that consists of an 80-unit multi-family household mix, of which 20 units (Phase 1 - reserved for moderate income families) were completed and fully occupied in 2011. The balance of 60-units (Phase 2) will be reserved for low income families and will be developed on its own 5.2 acre parcel that surrounds the Phase 1 portion of the site.

The current loan agreement conditions SHALP to obtain a binding reservation of 9% federal tax credit financing by March 31, 2012. SHALP was outscored by less than a half of a percent and as a result was unable to obtain required 2011 2nd round tax credits. SHALP is optimistic that the Project can obtain a 2012 1st round tax credit award and have requested an extension to the loan agreement in order to apply for first round 9% tax credits in March 2012.

SHALP intends to use the HOME funds for hard and soft cost expenses for Phase 2. Revised funding sources include a \$1,388,000 conventional loan; a \$5,821,947 loan allocation for Phase 2 from the Temecula Redevelopment Agency (Temecula RDA) for land and construction; a \$1,000,000 HOME loan; and a tax credit equity contribution of \$7,969,162. The total cost of Phase 2 is estimated to be \$16,179,109. A total of 11 units will be designated as Fixed Low HOME rent units which are limited to very low-income households whose incomes do not exceed 50% of the Riverside County Median Income for a period of at least 55 years. It is important to note that the County of Riverside Economic Development Agency staff received a letter from the Temecula RDA reaffirming their loan commitment. Temecula RDA's original loan commitment to the Project (Phase 1 and 2) was \$8,438,595. To date, \$7,358,333 of such funds have been disbursed for the Project and the remaining \$1,080,262 is on deposit in Temecula RDA's Low-to Moderate-Income Housing Fund account and was reflected on their Enforceable Obligations Payment Schedule dated January 10, 2012.

County Counsel has reviewed and approved the attached First Amendment to the Loan Agreement. Staff recommends that the Board of Supervisors approve the attached First Amendment.

Attachment: First Amendment to Loan Agreement

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147

2/27/2012, File No: HM3-11-001
Summerhouse Apts., Temecula

1 Thank you.
NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103

2 Order No.
3 Escrow No.
4 Loan No.

4 RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

5 County of Riverside
6 Economic Development Agency
7 3403 Tenth Street, Suite 500
8 Riverside, CA 92501
Attn. Benjamin Cendejas

9 SPACE ABOVE THIS LINE FOR RECORDERS USE

10
11 **FIRST AMENDMENT TO LOAN AGREEMENT
FOR THE USE OF HOME FUNDS**

12 This First Amendment to the Loan Agreement for the use of HOME funds
13 ("First Amendment") is made and entered into as of the ____ day of _____, 2012 by
14 and between the COUNTY OF RIVERSIDE ("COUNTY"), a political subdivision of the State
15 of California, and Summerhouse Housing Associates, L.P., a California limited partnership
16 ("OWNER"), whose Managing General Partner is BRIDGE SC, LLC, a California limited
17 liability company ("BRIDGE"), whose sole member is BRIDGE Housing Corporation-
18 Southern California, a California nonprofit public benefit corporation. OWNER will develop
19 the multi-family housing complex identified as "Summerhouse Apartments" in the City of
20 Temecula in Riverside County (the "Project").

21 WITNESSETH:

22 WHEREAS, the Home Investment Partnerships ("HOME") Program, which was
23 enacted under Title II of the Cranston-Gonzalez National Affordable Housing Act (the "Act"),
24 as amended (commencing at 42 U.S.C. 12701 et seq.), and implemented under 24 CFR Part 92,
25 has as its purposes to expand the supply of decent, safe, sanitary, and affordable housing with
26 primary attention to rental housing, for very low-income and low-income families; to
27 strengthen public-private partnerships to carry out affordable housing programs; and to provide
28 for coordinated assistance to participants in the development of affordable low-income

1 housing; and

2 WHEREAS, COUNTY has qualified as an "Urban County" for purposes of
3 receiving HOME funds which are to be used to assist and undertake essential housing
4 assistance activities pursuant to the Act; and

5 WHEREAS, COUNTY and OWNER entered into a loan agreement for the use
6 of HOME funds (the "HOME Loan Agreement") dated March 15, 2011; and

7 WHEREAS, pursuant to the HOME Loan Agreement, OWNER proposed to
8 develop an eighty (80) unit multi-family housing complex on an identified site of 6.8 acres (the
9 "Site") situated on the northwest corner of Dartola Road and Margarita Road in the City of
10 Temecula, Assessor's Parcel Numbers 959-080-024 and 959-080-025 as more particularly
11 described in **Exhibit "A"**; and

12 WHEREAS, twenty (20) units (Phase 1) have been completed, are currently
13 leased-up and are reserved for moderate income families; and

14 WHEREAS, pursuant to the HOME Loan Agreement, OWNER proposed to
15 utilize the HOME funds to develop sixty (60) affordable rental housing units for low income
16 families (Phase 2) on a 5.2 acre portion of the Site, Assessor's Parcel Number 959-080-024 as
17 more particularly described in **Exhibit "A"**; and

18 WHEREAS, pursuant to the HOME Loan Agreement, OWNER was required to
19 have all financing in place by March 31, 2012, which includes 2011 federal/state tax credit
20 award from the California Tax Credit Allocation Committee (CTCAC); and

21 WHEREAS, pursuant to the HOME Loan Agreement, OWNER is requesting an
22 extension of time so that they can apply and obtain 2012 CTCAC financing; and

23 NOW, THEREFORE, in consideration of the foregoing, and the promises and
24 mutual covenants and conditions hereinafter set forth, COUNTY and OWNER mutually agree
25 as follows:

26 1. A new section of the HOME Loan Agreement to state as follows:

27 **Section 13(q)** Irrespective of events (a) through (e), OWNER is allowed to
28 draw down up to a not-to-exceed amount of Five Thousand (\$5,000)

1 Dollars.

- 2 2. **Section 14** of the HOME Loan Agreement is deleted and replaced in its entirety with the
3 following:

4 DISTRIBUTION OF FUNDS. The HOME Investment Trust Fund account established in
5 the United States Treasury is managed through HUD and the Integrated Disbursement and
6 Information System (IDIS) for the HOME Program. The IDIS System is a computerized
7 system which manages, disburses, collects, and reports information on the use of HOME
8 funds in the United States Treasury Account. COUNTY shall pay OWNER the sum
9 specified in Section 1 above on a “cost-as-incurred” basis for all eligible approved costs
10 under the following schedule:

- 11 a. Up to a not-to-exceed amount of Five Thousand Dollars (\$5,000.00) may be
12 reimbursed to the OWNER for eligible soft costs incurred in preparation of
13 the CTCAC application.
- 14 b. The balance of up to thirty percent (30%) of the HOME Loan upon thirty
15 percent (30%) completion of Phase 2, as certified and documented by the
16 project architect.
- 17 c. Up to sixty percent (60%) of the HOME Loan upon sixty percent (60%)
18 completion of the Phase 2, as certified and documented by the project
19 architect.
- 20 d. Up to ninety percent (90%) of the HOME Loan upon ninety percent (90%)
21 completion of Phase 2, as certified and documented by the project architect.
- 22 e. COUNTY shall release final draw down of ten percent (10%) of the HOME
23 Loan following receipt of all of the items listed in **Section 13(k)**.

- 24 3. **Section 19** of the HOME Loan Agreement is deleted and replaced in its entirety with the
25 following:

26 INCOME TARGETING REQUIREMENTS. OWNER will set aside eleven (11) units of
27 the Project to be designated as “Fixed” Low HOME rent units, as defined under 24 CFR
28 92.252(j) (the “HOME-Assisted Units). The eleven (11) HOME-Assisted Units (1 – 1

1 Bedroom, 5 – 2 Bedroom, and 5 – 3 Bedroom) shall be reasonably distributed in Buildings
2 1, 2, 3, 5, 6, and 7 and limited to households whose incomes do not exceed fifty percent
3 (50%) of the median family income for the County of Riverside, adjusted by family size
4 at the time of occupancy. Once the HOME-Assisted Units are identified, they will remain
5 in place throughout the affordability period.

6 4. **Section 20(a)** of the HOME Loan Agreement is deleted and replaced in its entirety with
7 the following:

8 f. Additional Rent Limitations: The current HUD published Low HOME rent
9 effective February 2012 is: 1 bedroom at \$628, 2 bedroom at \$753, and 3
10 bedroom at \$871. In order to calculate net rent to be charged, an applicable
11 utility allowance must be subtracted from the gross rents listed.

12 5. **Section 51** of the HOME Loan Agreement is deleted and replaced in its entirety with the
13 following:

14 CONDITIONAL HOME COMMITMENT. As defined under 24 CFR 92.2, COUNTY
15 can reasonably expect for OWNER to start construction within twelve (12) months of the
16 execution of this HOME Loan Agreement. Notwithstanding all other sections in this
17 HOME Loan Agreement, OWNER must provide COUNTY with letter
18 confirmation of the 2012 first round federal/state tax credit award
19 from the CTCAC by July 31, 2012 (the "CTCAC Deadline").



20 COUNTY's HOME commitment is expressly contingent upon the Project
21 receiving federal/state tax credit on or before the CTCAC Deadline. If OWNER cannot
22 provide COUNTY with letter confirmation of the federal/state tax credit award from
23 CTCAC by the CTCAC Deadline, then COUNTY and OWNER mutually agree that this
24 Agreement will self-terminate and any HOME Loan funds drawn to date shall be returned
25 within thirty (30) calendar days. Upon such termination, this HOME Loan Agreement
26 shall be null and void. COUNTY and OWNER shall be released and discharged
27 respectively from its obligations under this Agreement.

28 6. **Section 52** of the HOME Loan Agreement is deleted and replaced in its entirety with the

1 following:

2 PROJECT FINANCING CONTINGENCY. This HOME Loan
3 Agreement is expressly conditioned upon OWNER's receipt, on or prior
4 to December 31, 2012 of (i) such binding loan commitments for new
5 loans as may be required by OWNER, on terms and conditions
6 acceptable to OWNER, in its sole discretion, including, without limitation, (a) Temecula
7 RDA financing, and (b) any conventional construction and/or permanent financing,
8 including without limitation, a construction and permanent loan from an institutional
9 construction lender (the "Senior Lien Holder"), and (c) a binding reservation of federal
10 low income housing tax credits pursuant to Section 42 of the Internal Revenue Code of
11 1986, as amended (collectively, the "Project Financing") on or before the CTCAC
12 Deadline. Either COUNTY or OWNER may elect to terminate this HOME Loan
13 Agreement with ten (10) days written notice to the other party if OWNER fails to acquire
14 the project financing as required by this **Section 52**. Furthermore, this HOME Loan
15 Agreement shall be self-terminating if OWNER does not receive the binding reservation
16 of federal low income housing tax credits by the CTCAC Deadline. Upon such
17 termination, this HOME Loan Agreement shall be null and void, and:



- 18 a. If OWNER elects to terminate this HOME Loan Agreement, OWNER shall be
19 released and discharged by COUNTY from its obligations under this HOME
20 Loan Agreement; or
21 b. If COUNTY elects to terminate this HOME Loan Agreement, COUNTY shall be
22 released and discharged by OWNER from its obligations under this HOME Loan
23 Agreement.

24 At that time all cost incurred by each party on the Project will be assumed respectively.

- 25 7. **Exhibit "A"** of the HOME Loan Agreement is hereby replaced with the revised **Exhibit**
26 **"A"** of this First Amendment, which is attached hereto and by this reference incorporated
27 herein.
28 8. This First Amendment and HOME Loan Agreement set forth and contain the entire

1 understanding and agreement of the parties hereto. There are no oral or written
2 representations, understandings, or ancillary covenants, undertakings or agreements,
3 which are not contained or expressly referred to within this First Amendment and the
4 HOME Loan Agreement.

5 9. The exhibit attached hereto is incorporated herein by this reference.

6 10. Except as modified and amended by this First Amendment, all other terms and conditions
7 of the HOME Loan Agreement remain unmodified and in full force and effect.

8 11. This First Amendment may be signed by the different parties hereto in counterparts, each
9 of which shall be an original but all of which together shall constitute one and the same
10 agreement.

11 12. The effective date of this First Amendment is the date the parties execute the First
12 Amendment. If the parties execute the First Amendment on more than one date, then the
13 last date the First Amendment is executed by a party shall be the effective date.

14 13. This First Amendment is not binding until approved by the Board of Supervisors.

15
16 (SIGNATURES ON NEXT PAGE)

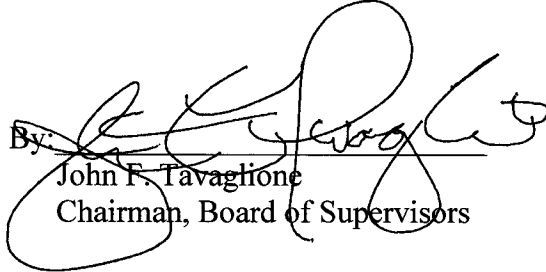
17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1 IN WITNESS WHEREOF, COUNTY and OWNER have executed this HOME Loan
2 Agreement as of the date first above written.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNTY OF RIVERSIDE

OWNER
SUMMERHOUSE HOUSING ASSOCIATES, L.P.,
a California limited partnership

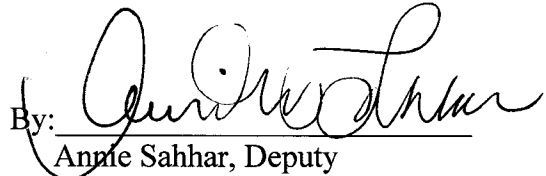
By: 
John F. Tavaglione
Chairman, Board of Supervisors

By: BRIDGE SC, LLC,
a California limited liability company,
General Partner

By: BRIDGE Housing Corporation – Southern
California, a California nonprofit public
benefit corporation, its sole member/manager

By: _____
Kimberly McKay, Vice President

APPROVED AS TO FORM:
PAMELA J. WALLS, County Counsel

By: 
Annie Sahhar, Deputy

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

(Signatures on this page need to be notarized)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

} §

On March 13, 2012, before me, April Eckles, Board Assistant, personally appeared John Tavaglione, Chairman of the Board of Supervisors, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Kecia Harper-Ihem
Clerk of the Board of Supervisors

By: 
Deputy Clerk

(SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

1 IN WITNESS WHEREOF, COUNTY and OWNER have executed this HOME Loan
2 Agreement as of the date first above written.


3
4
5 COUNTY OF RIVERSIDE

OWNER
SUMMERHOUSE HOUSING ASSOCIATES, L.P.,
a California limited partnership

6
7
8 By: _____
9 John F. Tavaglione
Chairman, Board of Supervisors

By: BRIDGE SC, LLC,
a California limited liability company,
General Partner

10
11 By: BRIDGE Housing Corporation – Southern
12 California, a California nonprofit public
benefit corporation, its sole member/manager

13
14 By: 
15 Kimberly McKay, Vice President

16 APPROVED AS TO FORM:
17 PAMELA J. WALLS, County Counsel

18
19 By: _____
20 Annie Sahhar, Deputy

21
22 ATTEST:
23 KECIA HARPER-IHEM
Clerk of the Board

24
25 By: _____
26 Deputy

27
28 (Signatures on this page need to be notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }

COUNTY OF Orange }

On 2/27/2012, before me, Albert E. Eid, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kimberly Ann McKay
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

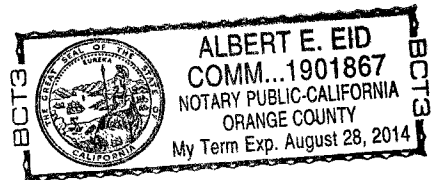


EXHIBIT "A"

OWNER: Summerhouse Housing Associates, L.P.

Address: 2202 30th Street

San Diego, CA 92104

Project Title: Summerhouse Apartments

Location: The Project site is approximately 6.8 acres and is situated on the northwest corner of Dartola Road and Margarita Road in the City of Temecula. Assessor's Parcel Numbers (APN): 959-080-024 and 959-080-025

Description:

Summerhouse Apartments is an 80-unit multi-family housing complex in the City of Temecula in Riverside County (the Project). The Project has 2 phases. 20 units, reserved for moderate income households ("Phase 1" of the Project), were completed and occupied in 2011. Phase 1 of the Project is on a separate 1.6 acre parcel and is not being considered for HOME funding purposes. HOME funds will be used for the balance of 60-units ("Phase 2" of the Project), which will be reserved for low income families.

OWNER will utilize \$1,000,000 in HOME funds for the development and construction of the Project. The Project consists of 22 one-bedroom units, 30 two-bedroom units, and 28 three-bedroom units. One of the three-bedroom units will be reserved for an on-site manager. The units will be located in 8 two-story, wood frame, stucco buildings. The 80 units consist of 60 low- and very-low income units and 20 moderate-income family units. The Phase 2 one-bedroom units are approximately 740 square feet, the two-bedroom units are on the average approximately 918 square feet, and the three-bedroom units are approximately 1,102 square feet. The Phase 1 two-bedroom units are approximately 1,300 sq. ft. and the three-bedroom units are approximately 1,900 sq. ft. The residents of Summerhouse Apartments will have access to 2 recreational buildings, laundry rooms, pool, barbeque/picnic areas, community green/open space, and tot lots. There is currently a manager's unit within the Phase 1 units, and this resident manager will act as the manager for the Project (Phase 1 & Phase 2) when completed. Therefore, a separate manager's unit is not included with the Phase 2 of the Project that makes up this application.

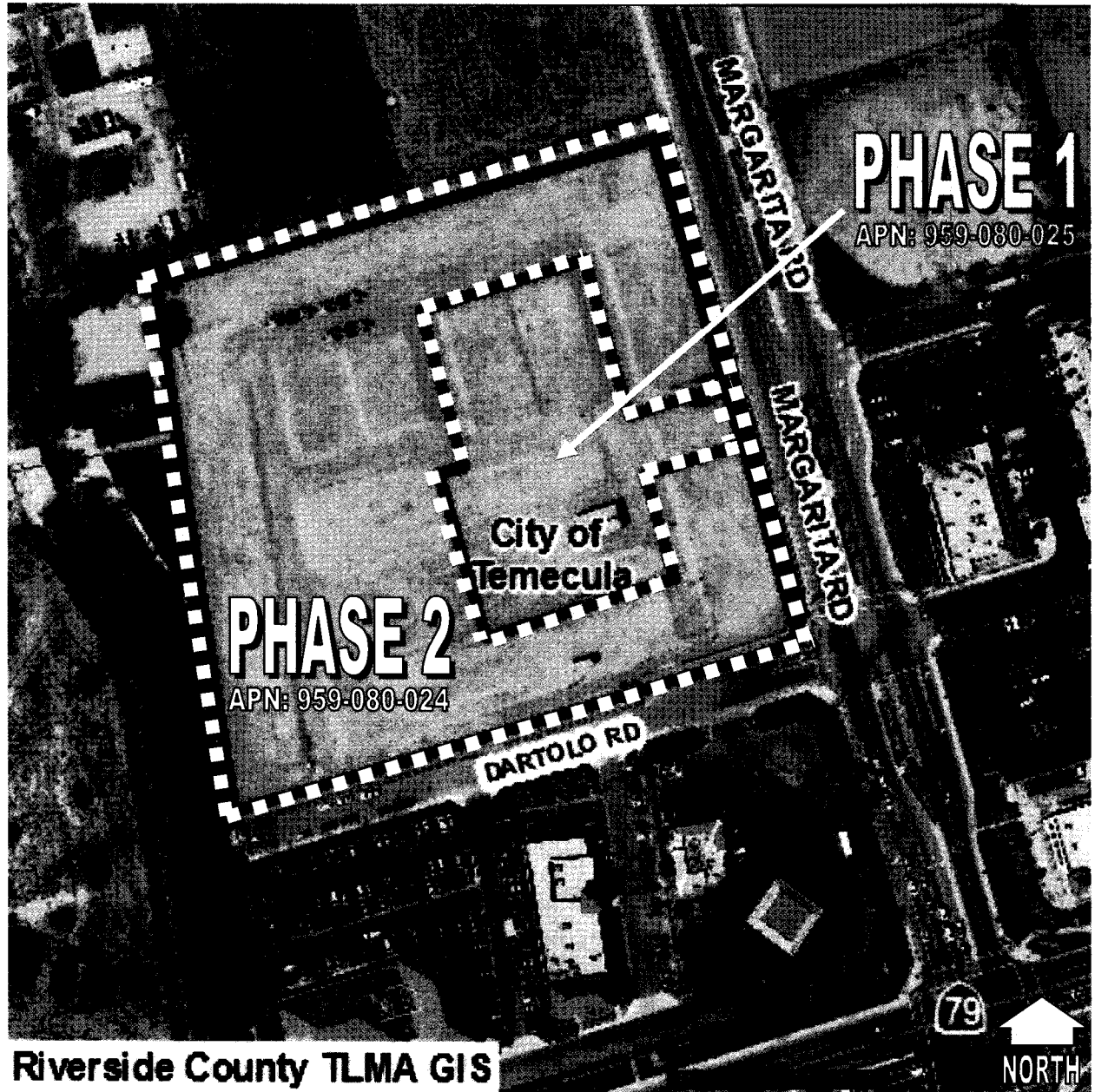
Summerhouse Apartments will include two (2) community buildings, which will include a kitchen, restrooms, laundry facilities, and a manager's office. The Project will no longer include a computer lab as stated in the original Loan Agreement.

A total of eleven (11) units shall be designated as "Fixed" Low HOME rent units in Phase 2. Eleven (11) units (1 – 1 Bedroom, 5 – 2 Bedroom, and 5 – 3 Bedroom) shall be limited to very low-income households whose incomes do not exceed fifty percent (50%) of the area median family income in Riverside County. The HOME units shall be restricted for a period of at least 55 years from the first certificate of occupancy.

LEGAL DESCRIPTION OF PROPERTY

Parcels 1 and 2 of Parcel Map 36219, recorded in book 231 pages 58-60 of parcel maps, records of Riverside County, California.

APN : 959-080-024 & 959-080-025



Project Permanent Sources and Uses of Funds:

Project Sources:

	<u>Phase 2</u>	<u>Project</u>
The Temecula Redevelopment Agency Loan 55 Yrs @ 3.00%	\$ 5,821,947	\$ 8,438,595
Conventional Bank Loan	\$ 1,388,000	\$ 2,821,000
Deferred Developer's Fee	\$ 0	\$ 500,000
Limited Partner Tax Credit Equity	\$ 7,969,162	\$ 7,969,162
County of Riverside HOME Loan 55 Yrs @ 1%	\$ 1,000,000	\$ 1,000,000
Total Sources	\$16,179,109	\$20,728,669

Project Uses:

	<u>Phase 2</u>	<u>Project Costs</u>
Acquisition and Demolition Costs	\$ 3,238,909	\$ 5,135,386
New construction (site work, common area bldgs. & structures)	\$ 6,306,039	\$ 8,111,168
Contractor's Overhead/Profit/Gen'l Req./Bond	\$ 906,880	\$ 1,166,575
General Liability Insurance	\$ 100,080	\$ 147,719
Architectural & Engineering Cost	\$ 846,000	\$ 929,000
Construction Interest & Fees	\$ 666,842	\$ 720,511
Construction Contingency (Hard and Soft)	\$ 810,473	\$ 810,473
Permanent Financing costs	\$ 55,142	\$ 93,366
Legal Fees	\$ 67,000	\$ 90,000
Reserves	\$ 224,731	\$ 330,210
Land Development Impact and Permit Processing Fees	\$ 1,187,229	\$ 1,313,229
CTCAC Fees	\$ 58,477	\$ 58,477
Taxes, Appraisals, Marketing & Furnishings	\$ 411,239	\$ 522,555
Developer's Overhead & Profit	\$ 1,300,000	\$ 1,300,000
Total Uses	\$16,179,109	\$20,728,669

OWNER will obtain a reservation of Federal/State tax credit award from the California Tax Credit Allocation Committee.

HOME Match:

Matching funds in a minimum amount of twenty-five percent (25%) of the total HOME allocation (\$1,000,000) are required. The HOME match in the amount of \$250,000 will be satisfied from the below-market interest loan from the Redevelopment Agency of the City of Temecula Set-Aside Funds.

OWNER shall submit to COUNTY copies of the final funding commitment, copies of all executed agreements, final Certified Public Accountant's construction cost certification, and proof that the funds were disbursed for this project.

IMPLEMENTATION SCHEDULE

Milestone	Completion Date
1. CTCAC Award	July 15, 2012
2. Letter Confirmation of CTCAC award due to COUNTY	July 31, 2012
3. Permanent Financing Commitment	December 31, 2012
4. Building Permit	December 31, 2012
5. Begin Construction	January 2, 2013
6. Marketing & Affirmative Action	September 1, 2013
7. Lease Agreement, Proposed Rents, and Utilities	December 1, 2013
8. Certificate of Occupancy	March 1, 2014
9. Occupancy of HOME units	June 1, 2014
10. Submission of Final actual project costs and Sources and Uses of Funds	December 1, 2014
11. Submission of income & ethnic characteristics report	December 1, 2014

DOCUMENT SUBMISSION SCHEDULE

Documents	Due Date
1. Construction Activities Reporting	Monthly, due by the 5 th of each month
2. Liability and Certificate of Workers' Compensation Insurance for RHDC and General Contractor (GC)	OWNER – At the execution of this Agreement. GC – Before start of construction. Copies of Certificates must be filed and up-to-date throughout the course of the Project with COUNTY additionally insured.
3. Minority & Women Business Enterprise Report – HUD form 2516, and Section 3 Reporting	Semi-Annually– Sept 30th & March 31st
4. Section 504 Architect Certification	Beginning of Construction – initial letter End of Construction – final letter
5. HOME Match Contribution	Beginning of Construction
6. Project Site Photos	Bimonthly, due by the 5 th of each month
7. Notice of Completion	End of Construction
8. Certificate of Occupancy	End of Construction
9. Tenant Checklist Reporting	Close of Project; and Semi-Annually– Sept 30th & March 31st
10. Conditional/Unconditional Release for Final from GC, and if applicable, Sub-contractors	Close of Project
11. Project Completion Report	Close of Project
12. Final Development Cost - Sources and Uses	Close of Project
13. Final Cost Certification by CPA	Close of Project and Audits Completed
14. Final 15/30 Year Cash Flow Projection	Close of Project
15. Affirmative Fair Housing Marketing Plan, HUD form 935.2A	Marketing Stage
16. Management Plan	Marketing Stage
17. Tenant Selection Policy	Marketing Stage
18. Copy of Lease Agreement	Marketing Stage
19. Flyers, Community Contacts, Outreach, Press Releases, Grand Opening info	Marketing Stage
20. Project Operating Budget	Annual submission
21. Audited Yearly Income Expense Report for the Project	Annual submission