



Affordable Housing Developer Process RFP

Process, Timeline, and Award

- The RFP was posted on April 12th, 2021
- RFP was posted on City website
- 5 firms submitted proposals: First Community Housing, Related, John Stewart Company, Eden Housing/For The Future Housing, and Novin Development Corporation

All proposals were evaluated based on the following criteria:

- Project Team
- Past Related Experience
- Design & Program
- Approach to Scope

The evaluation committee made the decision to award the contract to Eden/For The Future Housing on their strong team, approach to the scope, their thorough and detailed proposal, and the high number of low and very low income units they are able to provide in this project.

Eden/For the Future Housing's proposal is included here. Per standard City practices, some information has been redacted from the proposals.



Downtown Library Mixed Use Project

RFP Application

Project Name: Downtown Library Mixed Use

Affordable Units (#/Level): 94 or 107 Units (inc. 1 Manager Unit) 30-50% AMI

Development Cost Summary: 94 Unit Scheme: \$65,031,722,
107 Unit Scheme: \$75,959,792 (*Includes Parking Costs due to
integrated design)

Project Description: (brief overview of the development concept and distinguishing features)

The Downtown Library Mixed-Use Project proposes a new 35,000 SF Library Facility and 100% affordable residential units in the Cedar Street Village Corridor of Downtown Santa Cruz. The proposal lays out two building schemes with solutions to incorporate between 94 and 107 units and 400 parking stalls in a 75', 6-story mixed-use building/s.

Scheme 1, is a subtle deviation from the City provided design. In this version 94 units are provided in 4 floors of residential stacked over a double-height 40,000 SF Library. The library and units abut a new 5-story, 400-stall parking garage. A childcare center is provided at street level on the south side off of Cathcart Street. Residential common yard & play equipment is provided on a west-facing courtyard.

Scheme 2 proposes 107 units stacked over a 35,000 SF Library and a 400-stall parking podium. The intent of this scheme is to create an integral parking garage, designed for future conversion to office and/or residential use. This design optimizes the layout for the residential use with double-loaded corridors, extensive private and communal patio areas with vegetable gardens, and a large area dedicated to residential support space with 360 views of Santa Cruz. In this scheme, a childcare center and large south-facing outdoor play yard is provided at the ground floor adjacent, but separate from, a covered public gathering space. We believe that the Scheme 2 is the preferred design for multiple reasons as further described below.











Sustainable features (proposed in both schemes):

- All-Electric
- Rooftop Solar Array
- Mechanical Ventilation Systems w/ heat recovery and air filtration (ERVs)
- Heat Pump Heating/Cooling, Water Heating & Dryers.
- Insulated slabs
- Air-tight envelope
- Higher-performance windows

- Rainwater catchment for podium deck gardens

In general, the construction practices follow the Passive House standard of a tight building envelope, a mechanical fresh-air-exchange ventilation system coupled with heat recovery to reduce the overall heating and cooling demands of the building while simultaneously increasing occupant comfort. Furthermore, the stacked floors provide for an efficient layout and maximize roof area to guarantee ample space for the incorporation of photovoltaic panels. The building will be constructed as an all-electric building with a carbon-neutral operating system and a lifetime existence void of fossil-fuels.

Completed Applications must include (see descriptions in Section 5 of RFP, forms to follow):

- ☒ Signed Statement of Representations
- ☒ Project Team
 -  Names and Contacts
 - ☐ Experience and Qualifications (if not already included in prior RFQ submittal)
 -  Professional and Design Philosophy
- ☒ Proposed Development
 -  Rough Massing and Site Plan
 -  Description with Key Design Elements
 -  Architectural Inspiration Images
 -  Affordability Level and Estimate
- ☒ Initial Development Cost Estimate
 -  Rough Pro-forma / Development Cost Estimate
 -  Developer Fee Assumptions
 -  Anticipated Funding Sources
- ☒ Property Management and Operations Plan
 -  Anticipated Funding Sources

This Form should be completed and returned to the City of Santa Cruz Economic Development Department: 337 Locust Street, Santa Cruz CA 95060. For additional information please call (831) 420-5150 or email arotella@cityofsantacruz.com

STATEMENT OF REPRESENTATIONS

The Undersigned hereby offers a Proposal for the redevelopment of the Project Site at approximately 600-698 Cedar Street, Santa Cruz, CA in compliance with the terms, scope, conditions, and addenda (if any) in the Request for RFP ("RFP").

The undersigned has read and understands the RFP together with any written addenda issued in connection with the RFP. The undersigned hereby acknowledges receipt of the following addendum(s): (*write "none" if none*)

Addendum 1 dated 4/21/21

Addendum 2 dated 4/29/21

In addition, the undersigned has completely and accurately filled out and submitted all required forms and information listed on the Submittal Checklist.

The undersigned, by submission of this Proposal, hereby agrees, if selected as the tenant/lessee, to enter a development and ground lease agreement with the City under mutually negotiated and accepted terms.

The undersigned, by submission of this Proposal, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

The undersigned consents to the City's use of all materials submitted hereto, subject to reasonable privacy of sensitive information and citation.

The undersigned certifies under penalty of perjury in the State of California that the foregoing declarations are true and correct.

Eden Housing & For the Future Housing

Company Name

Signature of Person Authorized to Sign

Jim Rendler, Vice President - For the Future Housing, Inc.
Printed Name and Title of Signer



DOWNTOWN LIBRARY MIXED USE PROJECT

MASTER CONSULTANT (AFFORDABLE HOUSING DEVELOPER) RFP

ADDENDUM #1

1. **QUESTION:** *What is the relationship between the Master Architect, the master site plan, Library TI build out and parking structure and a different architect whom the housing developer may wish to select?*

RESPONSE: *The scope of design services for the Master Architect are as follows:*

1. *Demolition, Site Improvements, Grading and Underground Utilities*
2. *Master Architect for Library Shell and Core and Affordable Housing – 100% DD*
3. *Master Architect and Engineer of Record for Library TI – 100% CD's*
4. *Bridging Documents for Parking Structure – 100% SD's*
5. *Construction Administration for Construction of Library TI*
6. *Master Architect Oversight of Affordable Housing and Parking Structure Construction.*

It is expected that a different architect whom the housing developer may wish to select produces a design the conforms with the services provided by the Master Architect.

2. **QUESTION:** *Does the City have a design-build parking structure entity in place or does that come later?*

RESPONSE: *This will come later*

3. **QUESTION:** *Does the City have any housing funds to contribute to the Library/housing project?* **RESPONSE:** *This City has committed to providing funds from the Affordable Housing Trust Fund. The City is also happy to explore additional funding opportunities with the chosen developer.*

4. **QUESTION:** *May 10 is an extremely short deadline for thorough submittals – might there possibly be an extension?*

RESPONSE: *The City is operating on a very tight timeline for this project. We do understand the complexity of this project and so are able to extend the deadline by a couple of days to May 12th at 4pm.*

5. **CORECTION:** *Submittal deadline extended to May 12th, 2021 by 4:00pm.*



DOWNTOWN LIBRARY MIXED USE PROJECT

MASTER CONSULTANT (AFFORDABLE HOUSING DEVELOPER) RFP

ADDENDUM #2

1. **QUESTION:** What local sources/amount of funding are available for matching funds to be competitive for state affordable housing funds?

RESPONSE: In addition to providing up to \$2M from the City's Housing Trust Fund, the City is contributing the land so the land value can also be used as a match for State funds. The City is open to applying for additional funding opportunities as they become available.

2. **QUESTION:** Has the City or community provided any direction for population (family/Senior or other) to target for the affordable housing project?

RESPONSE: The City is flexible on this as it will depend on available funding source requirements. Per the RFP, it is recommended that the proposal reflects the needs of the City's RHNA.

3. **QUESTION:** Please confirm (or clarify) that our "Proposed Development" and "Initial Development Cost Estimate" submittals should include massing, a site plan, pro forma, and anticipated funding sources for all three basic components of the project, i.e., the affordable housing, library, and parking structure (or some subset thereof)?

RESPONSE: The submittal should include massing, a site plan, pro forma and anticipated funding sources for the affordable housing and library shell and core. Assume that the City will close the gap on the library financing. The library TI budget is not part of this RFP but assume a portion of the Library bond funding will need to cover these "shared" costs. The parking structure is not part of this RFP.

4. **QUESTION:** Is the City willing to consider a project proposal that includes the parking structure being built simultaneously with the library and affordable housing if a compelling case can be made to the community that such an approach would improve project design, minimize construction costs and neighborhood impacts, and maximize cost-effectiveness?

RESPONSE: See Response #3. The parking structure is not part of this RFP.

5. **QUESTION:** We are working with an architect to provide the materials (including the massing studies, the proposed key design elements and the inspirational images for the project) required in the RFP but we are not clear from the RFP of their ongoing role. Do you envision this architect would be

replaced by the Master Architect that the City ultimately plans to procure for? Or that our architect would compete to become the Master Architect, or just be responsible for some

construction documents and construction administration? Understanding ongoing roles helps us better understand the architect we should have on our team.

RESPONSE: The City envisions that the Master Architect will work under a separate prime contract with the City but will coordinate its efforts with the Affordable Housing Developer. The Master Architect will design the project through the 100% Design Development at which time those documents will be assigned to the successful Affordable Housing Developer and its team for completion of Construction Documents, Permitting, and Construction. Should the Affordable Housing Developer's team include the same firm that is also awarded the Master Architect contract, the firm will not be disqualified from either solicitation.

6. **QUESTION:** Can we propose the design team now (architect/contractor)? As developers, we rely on architectural and contractor partners to put together the most detailed feasibility possible. We don't have this capacity in-house and so will rely on these partners. Would participating architects/contractors be at a disadvantage for participating at the RFP submission stage.

RESPONSE: The affordable housing developer may propose their design team now.

7. **QUESTION:** On p.3, paragraph 2, "While it is desirable for the Master Architect to also design the affordable housing component, the City recognizes the possibility that there may be a separate architect for the affordable housing component of the Project." If we partner with local firms for the submission, will they be allowed to bid on forthcoming RFP's?

RESPONSE: If the affordable housing developer partners with local firms for the submission of this RFP, the local firms will be allowed to bid on forthcoming RFP's.

8. **QUESTION:** On p.2 "Participate in the selection of the Project Team for City approval, which will include a Master Architect, engineers, construction contractor, environmental and other consultants, among others." Who ultimately selects the affordable housing architect/builder? **RESPONSE:** The affordable housing developer shall select and propose a team (including A&E and construction) to provide the scope of services in response to this RFP. Once selected, the affordable housing developer shall participate in the selection the Master Architect.

9. **QUESTION:** Can you elaborate on the role of the master architect? Are they primarily focused on the Library/Parking component?

RESPONSE: See response # 3 & 5. Additionally, as referenced in Addendum #1, the scope of design services for the Master Architect are as follows:

1. Demolition, Site Improvements, Grading and Underground Utilities
2. Master Architect for Library Shell and Core and Affordable Housing – 100%

DD

3. Master Architect and Engineer of Record for Library TI – 100% CD's
4. Bridging Documents for Parking Structure – 100% SD's
5. Construction Administration for Construction of Library TI
6. Master Architect Oversight of Affordable Housing and Parking Structure Construction.

It is expected that a different architect whom the housing developer may wish to select produces a design the conforms with the services provided by the Master Architect.

10. **QUESTION:** *Is the feasibility study prepared by Group 4 the expected layout or was that only for feasibility analysis and **not** reflective of actual design if incentives/concessions are pursued?* **RESPONSE:** *The feasibility study was used for option analysis, but the affordable housing developer is encouraged to propose design solutions that achieve at least the minimum project requirements described in the RFP. Please refer to the City's Library MU project web page to better understand the City's goals and the community feedback to be able to respond accordingly.*
www.CityofSantaCruz.com/MixedUseLibrary

11. **QUESTION:** *Do you expect design inspiration images to reflect what we think is possible on this site or what this site can actually support?*

RESPONSE: *The City encourages the respondents to propose creative site solutions that achieve at least the minimum project requirements described in the RFP.*

12. **QUESTION:** *Does the city already have site control for the adjacent privately owned property?* **RESPONSE:** *The City does not currently have site control of the adjacent privately owned property.*

13. **QUESTION:** *Are any of the 400 required parking spaces able to be reserved for exclusive use of the new housing project?*

RESPONSE: *Not contemplated at this time.*

2. *OPTIONAL - Provide any other additional information that will indicate your relevant experience as it pertains to the concept being proposed in this Proposal Package. Use additional pages if necessary.*

Parties to the RFP Eden Housing (Eden) and For the Future Housing (FTF) respectfully submit this application for the Downtown Library Mixed Use Affordable Housing Project (DLA). We are extremely excited about the opportunity to partner with the City of Santa Cruz and the Santa Cruz Public Libraries to create new high-quality affordable housing at the project site.

Eden and FTF are committed to developments that are driven by community context, local design standards, and input from a wide array of stakeholders. It is with this philosophy that we intend to create an amazing new place for people to live, learn, shop, ride transit, and enjoy the outdoors and connections with the ongoing revitalization of downtown Santa Cruz. The design includes an active streetscape which compliments the building's design and allows it to become a part of the neighborhood. Our design integrates the library, childcare, an art corner, and the parking garage so that they add to the streetscape. Beyond the design of the building structure and its facade, the street will be activated by entrances to the library where outdoor activity will be encouraged through seating and space to mingle for conversation and/or carpool pick up. The entrance to the childcare on Cathcart Street will provide activity as well, and the sounds of the childcare's outdoor playground will add to the dynamics of the streetscape. Finally, the art corner will be a place to gather and reflect.

Together, Eden and FTF bring a wealth of local knowledge and experience along with the necessary technical expertise and resources to successfully bring this high quality mixed-use affordable housing project to fruition, both quickly and cost-effectively. We look forward to the opportunity to bring this vision to reality while producing economic, financial, environmental, and social benefit to the City of Santa Cruz.

An active streetscape complements a building's design and allows it to become a part of the neighborhood. Our design integrates the library, childcare, an art corner, and the parking garage so that they add to the streetscape. Beyond the design of the building structure and its facade, the street will be activated by entrances to the library where outdoor activity will be encouraged through seating and space to mingle for conversation and/or carpool pick up. The entrance to the childcare on Cathcart Street will provide activity as well and the sounds of the childcare's outdoor playground will add to the dynamics of the streetscape. Finally, the art corner will be a place to gather and reflect.

Affiliated Parties

The Eden & FTF Partnership benefit from vertical integration with FTF's affiliated General Contracting Company - Echelon, Inc. and Eden's affiliated property management and services companies - Eden Housing Management, Inc. (EHMI) and Eden Housing Residential Services, Inc. (EHRSI). The benefit of this integration is value engineering, cost control and design feedback from initial project conception to completion and ongoing property operations with perspectives from both an affordable developer viewpoint as well as from an operational (management and services) viewpoint.

Environmental

While our understanding is there are no known site-specific environmental challenges, FTF is familiar with environmental issues from working on other downtown properties. FTF has contracted with knowledgeable consultants such as Weber Hayes, Co. As such, we are confident that we can mitigate any specific site conditions that may come to light to ensure that the envisioned project comes to fruition.

Readiness- Construction Start

As mentioned above, there is urgency to secure the project entitlements and complete construction

documents as soon as possible due to the timeline associated with the library Measure S bond. Our goal would be to engage stakeholder meetings and begin a pre-app process with the City as soon as possible in the hope of submitting for the building permit in mid-2022.

Unit Mix Flexibility

Our proposals are geared toward maximizing both the residential unit count for the project and the financing of the site in addition to creating a fully functioning library space. However, we are open and flexible if there is a preference for changing the unit mix to better reflect local need. Nevertheless, we believe the higher density unit count is the best opportunity to leverage the highest amount of outside project funding sources.

Finance Highlight

While we have crafted what we believe to be an achievable financing plan, we have also strategized about possible other financing sources to allow us to fill the gap should some financing not be available/awarded or we face additional pricing pressures such as further materials costs escalations. We believe there is a real possibility of pursuing National Trust funds or other State funding. Our commitment is to exhaust all options to bring this project to fruition. We would be proud to play a role in this transformative project and understand its importance to the City.

Staffing

As noted in our financing proposal, Eden has an outstanding record of successful financing awards throughout its 52 year history. We are experienced with using ASHHC, TOD, IIG, MHP, HOME, Serna, hybrid tax credit models, as well as other sources.

Eden has a development department with over 25 people that are highly qualified and experienced with these applications. Eden's deep pool of qualified developers who can manage the project as well as upper-level directors and officers who will ensure that the project will benefit from experienced staff.

The Project Lead will be Susie Criscimagna whose experience with both nine State funding awards and closings as well as bond applications and closings follows. Susie provides in-depth supervision of project management staff. She has experience with multiple State funding sources as well as both 4% (bond) and 9% tax credits. Susie has been with Eden for seven years. Susie attained her master's degree in urban planning from Harvard University, with a focus on real estate development and finance.

Experience of Project Lead Susie Criscimagna

| PROJECT | <u>Weinreb Place</u> | <u>Valor Crossing</u> | <u>Alameda Point</u> | <u>Parrot Street</u> | <u>Quail Run</u> | <u>Alameda Point</u> | <u>Auzerais</u> | <u>Hayward 3</u> | <u>Whistle Stop</u> |
|--------------------|--------------------------|--|--|--|----------------------|-----------------------------|-------------------------------|----------------------------------|--|
| Location | Hayward | Dublin | Alameda | San Leandro | Santa Rosa | Alameda | San Jose | Hayward | San Rafael |
| # Units | 22 | 60 | 60 | 62 | 200 | 70 | 130 | 180 | 67 |
| Type | Senior | Family/ Veteran | Senior/ Veteran | Family/ Veteran | Family | Family | Non- targeted/ Homeless | Family | Senior |
| State Funds | | | | | | | | | |
| | Name | IIG | VHHP | VHHP | | NPLH | NPLH | | |
| | Amount | \$2.7m | \$3.1m | \$3.1m | | \$8.1m | \$12.8m | | |
| | Award Date | 2015 | 2018 | 2020 | | 2019 | 11/19 | | |
| | Close Date | 2015 | 2019 | 2020 | | 2020 | 9/21 | | |
| | Name | | | | | | IIG | | |
| | Amount | | | | | | \$5.5m | | |
| | Award Date | | | | | | 6/20 | | |
| | Close Date | | | | | | 9/21 | | |
| Bonds | Name | 4% | 4% | no (9%) | no (9%) | 4% | 4% | 4% | 4% |
| | Amount | \$5.2m | \$17.4m | | | \$54.3m | \$31.8m | \$39m | \$31.5m |
| | Award Date | | | | | 2/20 | 4/21 | | |
| | Close Date | 12/13 | 10/15 | | | 3/20 | 6/20 | 9/21 | |
| State Credits | | | | | | | | | |
| | Amount | | | \$3.5m | \$5.8m | \$5.8m | | | |
| | Award Date | | | 10/19 | | 1/20 | | | |
| | Close Date | | | 4/20 | 3/20 | 6/20 | | | |
| Construction Start | | | 3/19 | 4/20 | 4/20 | 7/20 | 9/21 | 5/22 | 4/22 |
| Completion | 1/15 | 5/18 | 6/20 | 12/21 | 7/21 | 12/21 | 9/23 | 4/24 | 9/23 |
| Notes | | Separate attached parking structure; includes offices for Abode (service provider) | Podium with 3 stories above; includes offices for Operation Dignity (service provider) | Podium with 4 stories above; includes offices for Operation Dignity (service provider) | | Podium with 3 stories above | Podium with 4 stories above | Includes a 40k sf charter school | Includes a 20k sf senior center and clinic (Vivalon) and café; 2 story podium with 4 stories above |

Susie will oversee a team consisting of a Project Manager, Associate Project Manager, and Project Administrator, and two administrative assistants. Susie will be overseen by the Vice President of Real Estate Development and other upper-level staff who will provide input and oversight and will participate in strategic decision making.

The Eden Team

All resumes were included in Eden's response to the City's RFQ in which Eden was designated a Qualified Developer.

Principals

Linda Mandolini, President

Role: Ms. Mandolini oversees affordable housing production, property management, and resident services components of the entire Eden organization. Ms. Mandolini will be involved in all high-level business decisions.

Kasey Archey, Senior Vice President, Property Operations

Role: Ms. Archey is responsible for all property management functions of Eden Housing Management Inc. and also oversees the Services and Asset Management needs of the corporation.

Anna Gwyn Simpson, Vice President, Resident Services

Role: Ms. Simpson oversees services staff's implementation and provision of Eden Housing Residential Service's successful programs and services to residents. As well, she builds and maintains EHRSI's strategic partnership with local service providers and organizations to provide additional health, educational and enrichment programs at Eden's developments.

Development Team

Andrea Osgood, Vice President of Real Estate Development

Role: Andrea oversees Eden's acquisition and new construction activities. She will provide oversight of the Project Lead and actively participate in early development activities, provide guidance and expertise throughout the development process. Andrea has been with Eden since 2008 and her experience in affordable housing includes developing or acquiring nearly 1,800 units. Andrea holds a master's degree in Urban Planning from UCLA.

Susie Criscimagna, Director of Real Estate Development

Role: Susie provides in-depth supervision of project management staff and will act as Project Lead. She has experience with multiple State funding sources as well as both 4% (bond) and 9% tax credits. Susie will oversee her team of Project Manager and Associate Project Manager assigned to the project throughout the development process, as well as participate in strategic decision making. Susie has been with Eden for seven years. Susie attained her master's degree in urban planning from Harvard University, with a focus on real estate development and finance.

Dixie Lira Baus, Associate Director of Acquisitions and Special Projects,

Role: Dixie provides financial structuring and high-level strategic input for new projects. She undertakes comprehensive deal analysis. She brings 25 years of experience in the real estate industry, including real estate management, development and financing. Dixie will provide financial modeling strategies in the pre-development stages for the project. She has been with Eden since 2018.

Jane Royer Barr, Associate Director of Real Estate Development

Role: Jane handles acquisitions and entitlement of projects. She is the lead for community meetings and outreach including seeking input from and working with the City in regard to design and development decisions. Jane has 29 years of experience in affordable housing and has been with Eden since 2016.

Tom White, Associate Director of Building Performance and Sustainability

Role: Tom provides insight regarding sustainability features during design, and ongoing support and

assistance to meet various operational sustainability goals. He is responsible for planning and implementing energy, water, and waste disposal cost-saving measures. Tom also develops education and training resources for property maintenance staff and residents to increase recycling and waste diversion and conservation of natural resources.

Jim Rendler with FTF will take the lead in managing the consultant team through the entitlement and construction document process in conjunction with Eden's Project Lead and upper-level staff. All resumes were included in FTF's response to the City's RFQ in which FTF was designated a Qualified Developer.

Partnerships

We intend to work collaboratively with both the City of Santa Cruz and Santa Cruz Public Libraries to ensure that we adjust our initial concept as necessary to respond to both partner agencies. We bring the necessary skillsets in securing the outside funding and want to build long-term relationships with the City and the Library. We understand how deep the need is for more affordable housing in Santa Cruz. In that respect, we are endeavoring to do everything possible to limit City assistance in order to allow the best leverage of scarce funds to be the most impactful in creating units throughout the City.

Eden and FTF's work goes beyond building high quality buildings, as we strive to create strong communities for the residents who live in our housing as well as a permanently affordable, high quality asset for the cities with which we partner. We look forward to partnering with the Housing Authority of the County of Santa Cruz in order to house families under their Project Based Voucher Program.

Encompass Head Start will partner in operating an infant and toddler childcare center on site (see attached letter of interest). The center will be located at street level and include both classrooms, ancillary space, and outdoor play areas. A the letter of interest follows.



CHANGING LIVES, BUILDING COMMUNITY SINCE 1973

May 4, 2021
Ms. Jane Royer Barr
Eden Housing
860 Avocado Road
Corralitos, Ca 95076

Re: Letter of Interest for Childcare Center Facility at Downtown Library Site

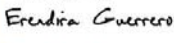
Dear Jane,

Encompass Community Services believes that health isn't just something we get at the doctor's office; it starts in our families, in our schools and workplaces, in our neighborhoods. We address the conditions in which people in our community live so that everyone has the benefit of a long, healthy life. Encompass programs include Head Start, a federally funded early childhood education program with a proven track record of more than 50 years of excellence. Currently, Encompass operates 14 Head Start and Early Head Start sites located in Watsonville, Freedom, Aptos, Santa Cruz, and Felton. Through these sites, we provide high quality early education to children who are most in need in our community. This includes children experiencing homelessness, children in foster care, children living in poverty, and children with diagnosed disabilities. Our highly qualified staff provide safe, nurturing, trauma-informed services to children and their families, which helps them build a strong foundation to learn and thrive.

We have been very interested in adding an Early Head Start center in the downtown area of Santa Cruz. We would love to partner with you on the Downtown Library site by operating a child care center for infants and toddlers. Encompass has funding available from Head Start to add a childcare center to our programs.

Please feel free to contact me should you have any questions.

Sincerely,

DocuSigned by:

3E630FE6ADD4415

Erendira Guerrero
Director, Head Start and Early Head Start Programs
Encompass Community Services

A survey conducted in October 2017 by the Childhood Advisory Council of Santa Cruz County tracked the number of low-income children eligible to participate in state or federally funded programs. For the 95060 downtown zip code, there was a need for 404 slots for infants and toddlers. According to Encompass, the need has not declined since then.

Eden has developed seven childcare centers and owns and manages four additional centers as the result of the acquisition of portfolios. Details for each are provided below.

| | Property | City | SF | Tenant |
|--|--------------------------|-------------|-------|--|
| Developed by Eden Housing | | | | |
| 1 | Eden Palms Apts | San Jose | 1,984 | Kidango |
| 2 | Glen Berry Apts | Hayward | 4,000 | Kidango |
| 3 | Hillview Glen Apts | San Jose | 2,295 | Over The Rainbow Montessori School |
| 4 | Ohlone-Chynoweth Commons | San Jose | 2,125 | Kidango |
| 5 | Owl's Landing | Livermore | 1,198 | Carmen R. and Tania Meneses Day Care (dba Ms. Carmen's Kindercasa) |
| 6 | West Rivertown | Antioch | 3,500 | Parents and Providers Partnering for the Education of Young Children (PPPEYC) |
| 7 | Wexford Way | Dublin | 4,059 | Kidango |
| Acquired after completion, but currently managed and owned by Eden. | | | | |
| 1 | Depot Commons | Morgan Hill | 1,299 | Anabertha Mellie Perez (dba Depot Commons Day Care Center) |
| 2 | Jasmine Square | Morgan Hill | 3,854 | Silicon Valley Wonder Kids |
| 3 | Vista Verde | Watsonville | 5,496 | Santa Cruz Community Counseling Center (SCCCC Inc.) for the benefit of Santa Cruz County Head Start Program / Vista Verde Child Development Center |
| 4 | Sereno Village | Vallejo | 3,600 | Child Start, Inc. |

Housing Choices Coalition will partner to provide onsite services to disabled individuals and families with a disabled member (see attached letter of interest). There is such a need for many units of housing for disabled that it dwarfs the number of existing units and those in construction. A letter of interest follows.



May 11, 2021

Attention: Jim Rendler, Principal and Vice President
For the Future Housing
via email to jrendler@ftfhousing.org

RE: Support for Inclusion of People with Developmental Disabilities at the Downtown Library Project

Housing Choices is pleased to support the proposal of For the Future Housing in collaboration with Eden Housing to develop affordable housing at the site of the Downtown Library. This proposal would include between 9 and 11 affordable units subject to a preference for people with disabilities who would benefit from coordinated on-site services from San Andreas Regional Center, the regional agency charged with funding and coordinating social services so that people with intellectual and developmental disabilities can live independently in integrated settings in their home communities. On-site housing support services would be provided to these residents by Housing Choices, an experienced nonprofit organization funded by San Andreas Regional Center for more than twenty years to support integrated community housing opportunities for people with developmental disabilities. These residents will also receive a variety of other services funded by San Andreas Regional Center to foster integrated community living.

According to recent data from the Department of Developmental Services, the City of Santa Cruz is home to 492 residents with intellectual and developmental disabilities, of whom 311 (or almost two-thirds) are adults. Of those adults, 176 (more than half) remain at home with aging parents. Many adults are able to live independently with services provided by San Andreas Regional Center. But they are prevented from making this transition from the family home due to the high cost of housing in the City of Santa Cruz. As their parents age, these adults are at increased risk of homelessness or institutionalization, which is entirely preventable by access to affordable housing coordinated with supportive services at a time in the adult's life when parents are alive and able to support a successful transition to independent living.

Housing Choices has a track record of successful collaboration with both Eden Housing and For the Future Housing. A recent success is For the Future Housing's Water Street Apartments, which included 8 apartments for people with developmental disabilities. Housing Choices also supports inclusion of people with developmental disabilities at four affordable housing properties developed by Eden Housing, with two additional ones in planning and construction.

The proximity of the Downtown Library site to transit connections, shopping and public services makes it an ideal location for inclusion of people with intellectual and developmental disabilities because most adults with intellectual and developmental disabilities do not drive or own cars.

We support the proposed inclusive housing development and are happy to provide more information.

Sincerely,

Janette E. Stokley

Janette E. Stokley
email jan@housingchoices.org

Health in All Policy

Our Downtown Library Apartments (DLA) proposal has been guided by the Health in All Policy (HiAP). Eden's three corporations Eden Housing, Inc. (EHI), Eden Housing Management, Inc. (EHMI), and Eden Housing Residential Services, Inc. (EHRSI) are driven by our Mission to "create and sustain high-quality affordable housing communities that advance equity and opportunity for all". For the Future's (FTF) design and construction of the DLA is also integral to this effort. This aligns with HiAP.

EHI's developments address all eight of the HiAP's Core conditions.

- Health and Wellness issues (Core Condition #1): The provision of affordable housing allows residents to spend less money on housing. This allows our residents funds to spend on primary health care. EHRSI's programs also assist residents with issues such as obesity. An example of this is our collaboration with Second Harvest Food Bank to deliver fresh vegetables to sites. EHRSI combines this with a class held prior to receiving the food which teaches good nutrition. Additional services provided directly or with local partners are also aimed at Goal #3- Good Health and Wellbeing.
- Lifelong Learning and Education (Core Condition #2): EHRSI provides an after-school program for kids as well as a computer lab so that our children can thrive, compete, and succeed in school meeting Goal #4- Quality Education. Additionally, EHRSI has a variety of programs aimed at adults on topics such as computer skills and financial literacy. Finally, the inclusion of an onsite childcare center will provide the right start for infants and toddlers in both the DLA as well as the community.
- Economic Security and Mobility (Core Condition #3): As cited above, due to less money spent on housing, families can afford basic needs such as available childcare, housing, and food, which lead to financial security. All of these address Goals #1 - No Poverty, #1a - Healthy Food, and #2 - Zero Hunger. In addition, for those that live in an apartment with a Project Based voucher, it can be converted into an individual Section 8 Voucher after a year which provides mobility.
- Thriving Families (Core Condition #4): DLA will provide an environment that promotes optimal health and wellbeing for all our families across age, race, ethnicity, class, and culture. From design for healthy living (through sustainable materials and products, community centers and computer labs, and outdoor play areas and space to congregate) to our onsite property management program (which promotes equity and dignity for all in as well as community building in its involvement with residents) to our service's programs (which further support the health and wellbeing of residents and provide opportunity), we strive to help our families thrive and succeed. This meets Goal #3 - Good Health and Wellbeing.
- Social, Cultural and Civic Connection (Core Condition #5): Eden's communities foster a sense of belonging through both informal community meetings in outdoor space as well as formal meetings in classes or at large community meetings. From this, we encourage our residents to branch out and get engaged in and contribute to their wider communities. This also meets Goal #3 - Good Health and Wellbeing.
- Healthy Environments (Core Condition #6): The DTL design incorporates the latest technologies, materials, and products for sustainability. This provides for a clean, safe environment that supports health and wellbeing. From all electric to solar to energy saving appliances to use of non-toxic sustainable products, we strive to set the bar for our developments. Eden's Sustainability and Energy Asset department is responsible for planning and implementing energy, water, and waste disposal cost-saving measures. Beyond new construction, it also develops education and training resources for property maintenance staff and residents to increase recycling and waste diversion and conservation of natural resources. This leads not only to a better environment but also to improved net operating income and increased resident engagement and comfort. This also meets Goals #1b Housing and Indoor Space and Goal #3 - Good Health and Wellbeing

- Safe and Just Community (Core Condition #7): Affordable housing with good management and a robust services program can lead to a reduction of juvenile crime and gang activity. Youth often turn to gangs as “family” when they do not have the support of their own family and community. This can come about by parents working multiple jobs to get by or from children disassociated at school due to health issues, lack of educational support and/or adequate computer technology and skills. EHMI and EHRSI strive to fill this gap through involvement with youth in programs both from Eden and as well as with our local partners. Additionally, lower rents and increased services make it possible for parents to work less hours and spend more time with their families.
- Stable Affordable Housing (Core Condition #8): The provision of an adequate supply of housing that is safe, healthy, affordable, and accessible is at the heart of HiAP and touches all of its goals. DLA will provide the basis for all of its families as well as for those community members who enroll their children in the onsite childcare center to have a better life. DLA will increase the City’s housing stock and lead to 100 families living fuller lives which also leads to strengthening the community

Art Project Component

We believe that art should be a part of everyday life. Our proposal combines top notch design with art by including an art corner at the corner of Cedar and Cathcart Streets. The roughly 500 square foot area has been left as a blank canvas for the community to participate in its design. Along with the City’s Percent for Art Program, we would expect to partner and coordinate with the Art Council of Santa Cruz County, and seek input from the Downtown Association, the Art League, and the Museum of Art and History. The Art Council’s Executive Director informed us of their interest in advising on the project and their history of managing RFPs for public art and working with the City Arts Commission. We would welcome both for their technical assistance and participation in the art corner.

Resident Services

Eden Housing Residential Services, Inc. (EHRSI) will not only provide direct services but also partners with a number of outside service agencies. EHRSI works with a large range of local community service partners to offer programs, workshops, and presentations for our residents. Eden has an in-house Associate Director of Community Partnerships to oversee and manage those relationships. We seek to partner with local experienced providers whenever possible, whether through contractual relationships or through Memorandums of Understanding. We believe it is critical to integrate our services with services currently provided in the larger community and to help our residents make those connections to ensure future successful transition out of our housing where that is appropriate. In Santa Cruz County, we currently partner with Big Brothers & Sisters, Second Harvest Food Bank (food and nutrition counseling), Community Action Board (rental assistance), Catholic Charities (rental assistance), CET (job opportunities), Monarch – Defensa de Mujeres (abuse awareness workshops), and La Manzana Resource Center.

Land Use Notes

Our proposed project concepts assume the integration of the parcel that is currently privately owned. It is our assumption that we will assist the City in working with the property owner and tenant to secure the rights to include that property into the overall development site.

Green Building

Eden & FTF are committed to developing a project that will be environmentally responsible and will pursue building to either the Green Point or LEED program standards. Our consultant team will be retained to facilitate early integration of green features to ensure we are maximizing green building opportunities to better compete for all applicable funding sources as well as meet local ordinances such as the recently adopted City of Santa Cruz prohibition on gas fired appliances. The consultants will work closely with Tom White, Eden’s Associate Director of Building Performance and Sustainability and our affiliated General

Contractor: Echelcon, Inc.

Parking

It is anticipated that the residential units will not rely upon parking due to the infill location and proximity to the nearby Metro Station. Eden & FTF are committed to working strategically with the City to implement any additional features that could benefit the operations of the project including carsharing, electric bike and scooter purchases, leasing other parking downtown, and/or providing transit passes should we determine they are needed. Additionally, we will be providing sufficient onsite secure bike storage to comply with or exceed City standards (one space/unit). Due to the tight site constraints, we believe the project site is best suited to maximize additional units rather than trying to facilitate the construction of additional onsite parking.

Broadband Infrastructure

Eden & FTF acknowledge the requirement to provide a minimum of 25 Megabit Broadband per second download and 3 Megabit/second upload Infrastructure for the project including each unit and common space for providing a broadband connection. The costs of such installation are included in our construction cost estimates and financial projections. FTF has experience working with local internet provider Cruzio and will look to maximize resident benefits from collaboration with various grant funding in an effort to minimize the ongoing resident cost for high-speed internet.

Pre-development Costs

Eden & FTF acknowledge they are not planning to request any pre-development funding from the City of Santa Cruz. A more detailed breakdown of pre-development funding sources is described in the Finance Section.

Downtown Library Apartments Eden-FTF

Draft Project Schedule

| | |
|----------------------|--|
| May 2021 | City conducts Developer interviews |
| June 2021 | City selects Developer |
| August 2021 | Submit pre-app and begin stakeholder outreach |
| August-Sep 2021 | Complete all community outreach, respond to City Department preliminary review, etc. |
| Sep 2021 | Submit Planning applications |
| January – April 2022 | Complete Schematic and Submit plans for building permit |
| January-May 2022 | Submit Financing Apps Including Housing Trust Fund, PBV, etc. |
| July 2022 | Submit TCAC and CDLAC applications |
| September 2022 | Receive TCAC and CDLAC awards |
| March 2023 | Close construction loan and start Construction |
| March 2025 | Construction Completion |
| April 2025 | Project Fully Occupied |

PROFESSIONAL AND DESIGN PHILOSOPHY

As available, provide any background on the professional or design philosophy of key team members. Information may be attached or described in the space below and can be a formal philosophical statement or established Mission, Vision, and Values statements, all are acceptable descriptions. Attach additional pages as needed.

Company Name: Eden Housing

Eden Housing is one of the oldest and most experienced affordable housing non-profit organizations in California. Since its inception in 1968, Eden has developed, acquired, or rehabilitated more than 11,000 affordable units and currently provides homes to more than 22,000 lower-income residents. Eden works in 15 counties and is based in Alameda County. As a mission-driven non-profit, Eden serves very low-, low- and moderate-income families, seniors, veterans, and people living with disabilities. Incomes of residents typically range from 20% to 60% of the area median income.

Eden's work goes beyond building high quality buildings, as we strive to create strong communities for the residents who live in our housing and a permanently affordable, high quality asset for the cities we partner with. Under the Eden Housing umbrella, Eden Housing Management, Inc. (EHMI) provides quality onsite management and maintenance of our affordable homes, and Eden Housing Resident Services, Inc. (EHRSI) offers free onsite support services and programs to help ensure our residents succeed. EHMI and EHRSI often receive commendations from our partners who know and see firsthand the work we do - including city staff, neighbors, police departments, and financial investors.

Together, the integrated company brings a combined package of experience and expertise which covers the spectrum of activities involved in developing, owning, managing, and servicing a high-quality housing development. This combined effort assures that the quality design and construction of the project is preserved through the careful long-term maintenance of the property and ongoing care and service to residents.

Eden Housing has been recognized as one of the Top 50 affordable housing companies in the nation every year for the last thirteen years by *Affordable Housing Finance Magazine*, the leading national publication that ranks and reviews affordable housing.

Company Name: For the Future Housing, Inc.

For the Future Housing's mission is to enhance the communities in which we live and work by developing high quality affordable housing. For the Future Housing is a for-profit Corporation formed in 2010 which specializes in the creation of new affordable housing communities. The Corporation is owned by two Shareholders: Robert Putnam (50%) and Jim Rendler (50%). The principals bring decades of construction and development experience and have enjoyed success due to their construction expertise. For the Future Housing partners with strong non-profits such as Eden Housing that are able to provide complimentary skills such as resident service delivery and property management.

Company Name: Ten Over Studio

As our name implies, we strive to give 110% effort on everything we do. We take responsibility, go the extra mile, think big and never stop learning. Our goal is that the experience of working with us is as rewarding as the finished product.

Everything we do is centered around making the world a better place. We use our skills, experience and passion to create places and spaces that connect people with each other and with their surroundings. We feel very fortunate to live and work in beautiful parts of the world and help our clients fulfill their dreams while leaving a minimal environmental footprint.

PROPOSED DEVELOPMENT

ROUGH MASSING AND SITE PLAN

Please attach a preliminary analysis of how the applicant would utilize the site to accommodate the project parameters outlined in the RFP. Initial massing and site plan should, at a minimum, distinguish between different land uses, depict ingress/egress, and label any major features.

KEY DESIGN ELEMENTS

Describe any key design elements that the team proposes for the project, which may help distinguish this proposal from others. Examples may be related to the open space or amenities, prominent landmark features, art, urban retail/restaurant interface, etc. Attach inspirational images or additional pages as needed.

Downtown Library Mixed-Use proposes a new Library Facility and 100% affordable residential units in the Cedar Street Village Corridor of Downtown Santa Cruz. The proposal lays out two building schemes with solutions to incorporate between 94 and 107 units and 400 parking stalls in a 75', 6-story mixed-use building/s.

Scheme 1 is a subtle deviation from the City provided design. In this version 94 units are provided in 4 floors of residential stacked over a double-height 40,000 SF Library. The library and units about a new 5-story, 400-stall parking garage. A childcare center is provided at street level on the north side of Cathcart Street. Residential common yard & play equipment is provided on a west-facing courtyard.

Scheme 2 proposes 107+ units stacked over a 35,000 SF Library and 400-stall parking podium. The intent of this scheme is to create an integral parking garage, designed for future conversion to office and/or residential use. This design optimizes the layout for the residential use with double-loaded corridors, extensive private and communal patio areas with vegetable gardens, and a large area dedicated to residential support space with 360 views of Santa Cruz. In this scheme a childcare center and large south-facing outdoor play yard is provided at the ground floor adjacent but separate to a covered public gathering space.

Sustainable features (proposed in both schemes):

- All-Electric
- Rooftop Solar Array
- Mechanical Ventilation Systems w/ heat recovery and air filtration (ERVs)
- Heat Pump Heating/Cooling, Water Heating & Dryers.
- Insulated slabs
- Air-tight envelope
- Higher-performance windows
- Rainwater catchment for podium deck gardens

In general, the construction practices following the Passive House standard of a tight building envelope, a mechanical fresh-air-exchange ventilation system coupled with heat recovery to reduce

the overall heating and cooling demands of the building while simultaneously increasing occupant comfort. Furthermore, the stacked floors provide for an efficient layout and maximize roof area to guarantee ample space for the incorporation of photovoltaic panels. The building will be constructed as an all-electric building with a carbon-neutral operating system and a lifetime existence void of fossil-fuels.

BUILDING AREA- SCHEME 2

| | ROOM NAME | MAIN OCC. SF |
|----------------|---------------------------|----------------|
| FIRST FLOOR | LIBRARY | 35,300 |
| | DAYCARE | 1,200 |
| | PLAY YARD | 1,200 |
| | RES. LOBBY | 660 |
| | TRASH | 2,100 |
| | PARKING | 26,200 |
| | TOTAL: | 66,660 |
| | | |
| SECOND FLOOR | PARKING | 31,200 |
| | TOTAL: | 31,200 |
| | | |
| THIRD FLOOR | PARKING | 66,200 |
| | TOTAL: | 66,200 |
| | | |
| FOURTH FLOOR | UNITS | 22,700 |
| | COMMUNITY | 5,800 |
| | TOTAL: | 28,500 |
| | | |
| FIFTH -SEVENTH | UNITS | 29,000 |
| | TOTAL: (x3 FLOORS) | 87,000 |
| | | |
| BUILDING TOTAL | | 279,560 |

BUILDING AREA- SCHEME 1

| | ROOM NAME | MAIN OCC. SF |
|----------------|---------------------------|-----------------------|
| FIRST FLOOR | LIBRARY | 40,400 |
| | DAYCARE | 1,200 |
| | PLAY YARD | 1,200 |
| | RES. LOBBY | 1200 |
| | TRASH | (INCLUDED W/ LIBRARY) |
| | PARKING | 24,400 |
| | TOTAL: | 68,400 |
| | | |
| SECOND FLOOR | PARKING | 24,400 |
| | TOTAL: | 24,400 |
| | | |
| THIRD FLOOR | UNITS | 24,800 |
| | COMMUNITY | 1,700 |
| | PARKING | 26,200 |
| | TOTAL: | 52,700 |
| | | |
| FOURTH - FIFTH | UNITS | 26,500 |
| | PARKING | 26,200 |
| | TOTAL: (x2 FLOORS) | 105,400 |
| | | |
| SIXTH FLOOR | UNITS | 26,500 |
| | TOTAL: | 26,500 |
| | | |
| BUILDING TOTAL | | 277,400 |

UNIT TYPES - SCHEME 2

TOTAL UNITS

TOTAL # UNITS: 107

TOTAL AFFORDABLE: 100%

| | STUDIO | 1-BD | 2-BD | 3-BD | TOTAL |
|-------------------|----------|-----------|-----------|-----------|------------|
| FOURTH FLOOR | 0 | 11 | 5 | 7 | 23 |
| FIFTH FLOOR | 1 | 12 | 8 | 7 | 28 |
| SIXTH FLOOR | 1 | 12 | 8 | 7 | 28 |
| SEVENTH FLOOR | 1 | 12 | 8 | 7 | 28 |
| TOTAL | 3 | 47 | 29 | 28 | 107 |
| <i>PERCENTAGE</i> | 3% | 44% | 27% | 26% | |

UNIT TYPES - SCHEME 1

TOTAL UNITS

TOTAL # UNITS: 94

TOTAL AFFORDABLE: 100%

| | STUDIO | 1-BD | 2-BD | 3-BD | TOTAL |
|-------------------|----------|-----------|-----------|-----------|-----------|
| THIRD FLOOR | 0 | 8 | 7 | 7 | 22 |
| FOURTH FLOOR | 0 | 10 | 7 | 7 | 24 |
| FIFTH FLOOR | 0 | 10 | 7 | 7 | 24 |
| SIXTH FLOOR | 0 | 10 | 7 | 7 | 24 |
| TOTAL | 0 | 38 | 28 | 28 | 94 |
| <i>PERCENTAGE</i> | 0% | 40% | 30% | 30% | |

ARCHITECTURAL INSPIRATION IMAGES

Please attach any images or sketches that help illustrate the team's proposed architectural treatment of the site. Images should reflect recommended architectural styling that is compatible with the surrounding urban context and is aligned with skills and capacity of your architectural team.

Our team looked at several color and design options. As we understand this project will move forward with significant stakeholder involvement, we present these for initial concepts only. We are committed to being involved in partnership with the City of Santa Cruz in ultimately crafting a design that will be embraced by the community.







AFFORDABILITY LEVEL ESTIMATE

To the extent possible, provide a breakdown of the number of housing units anticipated and corresponding levels of affordability.

INITIAL DEVELOPMENT COST ESTIMATE

ROUGH PRO-FORMA / COST ESTIMATE

Please attach an initial estimate of project costs and financials for a project of the approximate size and scope proposed. Estimate should be as detailed as possible given the short turnaround of this RFP and may be based upon broadly established cost benchmarking or recent project experience.

Assume the land will be included with a ground lease (nominal fee per year may be negotiated). The City currently has earmarked approximately \$3 million in the General Fund Capital Improvement budget that may be available for the redevelopment if no other gap funding source is available for the library component of the Project. In addition to the value of the land for the affordable housing component of the Project, the City may have up to \$2 million in affordable housing funding available for the Project, subject to the number of affordable housing units provided in the final approved design.

Overview

For the city preferred design that was included in the RFP, For the Future Housing (FTF) and Eden Housing (Eden) propose development of 94 permanently affordable housing units ranging from 30% to 50% of the Area Median Income (AMI) as detailed below.

Anticipated Unit Affordability Mix & Size

The City of Santa Cruz provided direction with an aforethought design that includes a stand-alone parking structure beside a mixed-used building that includes a library on the ground level and residential units on upper floors. Our team is presenting this base design; however, we are including an alternate design for consideration as well. The variations of the layout and financing strategy will be included in this section as an Alternate Preferred Strategy.

FTF and Eden have designed the affordable component to be consistent with the tax-exempt bond funding program to meet a “Large Family” project type under CDLAC and TCAC’s regulations in order to ensure maximum flexibility and competitiveness for various State programs. This essentially means that the development will need to have the required number of three- and two-bedroom units (at least 25% of each).

| UNIT MIX | | |
|--------------|-----------|-----|
| 0BR/1BA | 0 | 0% |
| 1BR/1BA | 42 | 45% |
| 2BR/1BA | 28 | 30% |
| 3BR/2BA | 24 | 26% |
| Total | 94 | |

Figure 1: Base Design - Unit Yield

Both Eden and For the Future Housing have considerable experience in obtaining Project Based Section 8 vouchers which, coupled with our recommended financing program, make for a highly competitive financing plan.

Available funding sources will ultimately inform the specific affordability levels of the project, but the team anticipates delivering a mix of affordability levels. In addition, securing Project-Based Section 8 vouchers could layer on additional affordability. For example, a household earning 30% of Area Median Income (AMI) could move into a 50% AMI unit if it has a voucher attached, and that household would pay only 30% of their income but rent collected would be at the 50% level. The table below illustrates an example affordability mix for our proposed project. The mix serves residents at Very Low and Extremely Low-Income levels:

| AFFORDABILITY MIX | Units | Net Rent |
|--|--------------|-----------------|
| Extremely Low Income Units @ 30% AMI- studio | - | \$668 |
| Extremely Low Income Units @ 30% AMI- 1bed | 6 | \$706 |
| Extremely Low Income Units @ 30% AMI- 2 bed | 6 | \$835 |
| Extremely Low Income Units @ 30% AMI- 3 bed | 7 | \$951 |
| Very Low Income Units @ 50% AMI- studio | - | \$1,155 |
| Very Low Income Units @ 50% AMI- 1bed | 36 | \$1,228 |
| Very Low Income Units @ 50% AMI- 2 bed | 21 | \$1,461 |
| Very Low Income Units @ 50% AMI- 3 bed | 17 | \$1,674 |
| Manager's Unit (2 BR) | 1 | |
| Total | 94 | |
| | | |
| Project-based Vouchers | 43 | |
| Set Aside for homeless | 11 | |
| Set Aside for Disabled Indv/Households | 11 | |
| No Set Aside | 73 | |

Finance Structure

FTF and Eden have extensive experience with institutional and private financing that includes conventional construction and permanent loans, tax-exempt bonds, and low-income housing tax credits – both 4% and competitive 9% programs – that are used to finance affordable housing communities. For the housing financing structure, we anticipate leveraging low-income housing tax credits (LIHTC) and the State's National Housing Trust Fund program for this development. These sources, coupled with funding from the City of Santa Cruz and the Federal Home Loan Bank, will produce a financially feasible transaction.

Potential State & Local Funding Programs

The following is a summary of the possible sources that we believe would be a good match for this development along with the LIHTC equity execution discussed above.

Other County/State Funding Program: The project contains 9 units that will be set aside for homeless individuals or families and 9 units for persons who are disabled (physical, mental or developmental). The combination of these Set Asides, coupled with the location of the project, make this project attractive to a wide variety of funding alternatives from various state funding programs including, but not limited to the Local Housing Trust Fund, National Housing Trust Fund, Housing for a Healthy California and IIG/TOD.

No Place Like Home (NPLH) Program: Counties and developers apply jointly to California HCD for No Place Like Home funds which funds units for people with a Serious Mental Illness who are experiencing homelessness. Counties provide a commitment to provide supportive services for NPLH residents, and HCD provides capital funding. To the extent local operating subsidies are not available, HCD will also award a Capitalized Operating Subsidy Reserve. NPLH funds up to 49% of a project's units. Having NPLH units unlocks a project for additional funding through programs that prioritize projects with Supportive Housing. This calendar year \$194 million is available.

Additional State Funding: Much of the affordable housing financing landscape has been in flux for several years. With the ongoing housing crisis, we expect the state to continue its investment in programs such as **Multifamily Housing Program (MHP), Infill Infrastructure Grant (IIG) and Transit Oriented Development (TOD)**. All of these programs would work well in this development.

Project-Based Vouchers: Project-based vouchers from Santa Cruz Housing Authority would not only help make the project more affordable for residents but would also provide the property with additional annual cash flow which would be leveraged into a larger permanent.

Private and Non-Local Funds: Two sources of funding that are planned to be tapped are the Federal Home Loan Bank's Affordable Housing Program (AHP) and Central Coast Community Energy (CCCE). The AHP loan converts to a grant after a period of time and the CCCE funds are a grant.

Other Local Funds: Other available City or County affordable housing funds, such as HOME or CDBG, could also be potential sources. Eden has a non-profit CHDO entity that could secure new funds should they be made available in a NOFA. The team would work to structure the project to leverage those funds and meet policy priorities.

Given all the parameters discussed above, we propose the following Sources to complete the project. The total development cost for the project is \$65M.

A. Proposed Project Financing Structure – Base Scenario

The Base Scenario is a 4% tax credit execution that includes a mixed-use building with a public library, 94 affordable housing units, and a childcare facility for 16 children.

Rents

The rents for the affordable units are consistent with HCD and TCAC affordable rents (adjusted for the utility allowance) by household income. The project expects to charge \$0 rent to the library and childcare center but will charge for reimbursable operating expenses that cannot be separated (structure insurance, integrated

water and/or sewer.) These spaces will be expected to pay for their own insurance, utilities, maintenance, and real estate taxes; the proforma **does not** show these as operating income or expense as these spaces will have triple net leases.

Operating Budget

The operating budget is \$8,095 per unit per year and includes robust resident services including an after-school program for resident children. The budget is based on other Eden projects and adjusted for the unit mix and project size.

Development Budget

The total development cost is \$65 million. The cost of the library is included in the amount but excluded from tax credit eligible basis. The budget was created using actual costs on several similar projects that are under construction or have completed construction recently. A full listing of the development budget assumption is included below.

| SOURCES - PERMANENT FINANCING | Total | Per Unit |
|---|----------------------|------------------|
| Measure S - Library Bonds | \$ 4,454,100 | \$ 47,384 |
| Other County/State Funding | \$ 7,500,000 | \$ 79,787 |
| City of Santa Cruz | \$ 3,300,000 | \$ 35,106 |
| Central Coast Community Energy (CCCE) | \$ 235,000 | \$ 2,500 |
| FHLB - AHP | \$ 1,116,000 | \$ 11,872 |
| LIH Tax Credit-LP Capital Contribution | \$ 28,287,649 | \$ 300,932 |
| LIH Tax Credit-GP Capital/Non-Priority Deferred Fee | \$ 2,639,001 | \$ 28,074 |
| Construction Loan | \$ - | \$ - |
| Permanent Financing | \$ 8,060,875 | \$ 85,754 |
| Permanent Financing - leveraging PBVs | \$ 6,793,491 | \$ 72,271 |
| Deferred Developer Fee | \$ 2,645,606 | |
| GAP | \$ - | |
| TOTAL SOURCES OF FUNDS | \$ 65,031,722 | \$691,827 |

| DEVELOPMENT BUDGET | Total | Per Unit |
|--------------------------------|---------------------|------------------|
| Total Land & Improvements | \$ 79,800 | \$ 849 |
| Total Design & Consulting | \$ 2,022,500 | \$ 21,516 |
| Total Construction | \$ 46,310,045 | \$ 492,660 |
| Total Indirect Costs | \$ 12,040,724 | \$ 128,093 |
| Total Finance & Carry Costs | \$ 4,373,143 | \$ 46,523 |
| Total TCAC/Syndication | \$ 205,509 | \$ 2,186 |
| TOTAL DEVELOPMENT COSTS | \$65,031,721 | \$691,827 |

Preserving Affordability

The project will be deed restricted for 55 years, as required by the Low Income Housing Tax Credit program and HCD. Additionally, upon recapitalization and resyndication, the 55-year term will be extended, restarting from that time. Neither Eden nor FTF sells their affordable housing developments and will continue to own and operate these properties as affordable housing in perpetuity. It is anticipated that the ownership entity

will ground lease the property from the City of Santa Cruz for \$1 annually.

Sources and Uses

- **Construction sources:** A construction loan, tax credit equity, City of Santa Cruz funding and land donation and proceeds from the library bond component make up the sources during the construction period. Additionally, because the project will be 100% electric, we anticipate receiving a grant from the Central Coast Community Energy (CCCE).
- **Permanent sources:** Permanent debt, tax credit equity, City of Santa Cruz below market ground lease and financing, owner equity, AHSC soft debt, proceeds from the commercial component and AHP.
- **Tax credit equity:** Our financing assumptions priced the federal credits at \$0.95 per credit. Over the course of the last 12 months, we have seen significant changes in pricing as it relates to a deluge of credits into the market –thereby decreasing demand, coupled with a decrease in corporate profits that do not have a federal tax offset need. We have also seen an increase in the desire for new investment with long time developers with a deep track records such as Eden and FTF. As such, credit pricing has ranged from \$0.90 - \$.097. While it is difficult to predict the credit pricing, we feel confident we have accounted for a little bit of conservatism and uncertainty at the right balance.
- **FHLB-AHP:** While this loan is a competitive source, with donated land the project will score well. It is also possible to continue applying for these funds after starting construction, so the project could proceed to a construction start without these funds secured.

Predevelopment Funding:

The team of Eden and FTF has the ability to fund the predevelopment expenses and will not rely upon City of Santa Cruz funding in order to move the project forward.

Summary of City Contribution Request:

The project, while well-located for a number of state programs, will need to rely upon subsidy in addition to the land contributed by the City of Santa Cruz. While the resources available from the State is in flux, a number of federal sources are being created that could assist in closing the gap for this project.

At this time, this financing structure would require a loan from the City in the amount of \$3,300,000 and would require the land be contributed without compensation.

Base Model Assumptions

- AMIs at the 30% and 50% levels to meet RHNA goals and maximize scoring for CDLAC/CTCAC.
- Rent and income schedules underwritten at 2021 levels.
- All electric building with no gas for utility allowances.
- Square footages for the units are average for all units per unit type.
- No land value due to limitations on bond program and land donations do not impact tiebreakers but do assist with the competitiveness of the AHP application.
- We have included the costs for the childcare center in basis.
- Garage use will not be exclusive use or under ownership of affordable rental component.
- Library shell costs include construction contingency but not TI's.
- Replacement reserves set at CTCAC level for new construction
- PBVs include 10% for Disabled and 10% for Homeless in addition to 25% base.
- State financing will fill the gap up to \$175K per unit for Disabled/Homeless households.
- Prevailing Wages and Davis Bacon will be required for state funding and PBV.
- Tax credit pricing assumption is \$0.95 for federal credit.
- Construction period assumption is 24 mos.

ALTERNATE PREFERRED STRATEGY

While we have responded to the specific request in this RFP solicitation, we believe it would be in the best interest of the City overall project objectives to offer an alternative design which could better meet the overall project objectives of the City of Santa Cruz.

Our approach was to examine a truly integrated design where we could include the public library, affordable apartments, childcare facilities and public parking all in one structure. The result produces a more efficient design that produces 13 more affordable units, the amount of parking desired and the required square footage of the public library but at less expense. It should be noted that this design still assumes separate ownership by the city and still allows for future potential reuse.

Again, FTF and Eden have designed the affordable component to be consistent with the tax-exempt bond funding program to meet a “Large Family” project type under CDLAC and TCAC’s regulations. This ensures maximum flexibility and competitiveness for various State programs. This essentially means that the development will need to have the required number of three- and two-bedroom units (at least 25% of each).

Available funding sources will ultimately influence the specific affordability levels of the project, but the team anticipates delivering a mix of affordability levels similar, if not alike, to the City model. In addition, a larger

| | | | | |
|-----------|-----------------|------------|-----|-------|
| number | UNIT MIX | | | of |
| Project- | 0BR/1BA | 3 | 3% | Based |
| Section 8 | 1BR/1BA | 47 | 44% | |
| Vouchers | 2BR/1BA | 29 | 27% | could |
| be | 3BR/2BA | 28 | 26% | |
| secured | Total | 107 | | which |

would increase the permanent financing.

The table below illustrates an example affordability mix for our proposed project. The mix serves residents at Very Low and Extremely Low-Income levels:

| AFFORDABILITY MIX | Units | Net Rent |
|--|--------------|-----------------|
| Extremely Low Income Units @ 30% AMI- studio | 1 | \$668 |
| Extremely Low Income Units @ 30% AMI- 1bed | 8 | \$706 |
| Extremely Low Income Units @ 30% AMI- 2 bed | 8 | \$835 |
| Extremely Low Income Units @ 30% AMI- 3 bed | 8 | \$951 |
| Very Low Income Units @ 50% AMI- studio | 2 | \$1,155 |
| Very Low Income Units @ 50% AMI- 1bed | 39 | \$1,228 |
| Very Low Income Units @ 50% AMI- 2 bed | 20 | \$1,461 |
| Very Low Income Units @ 50% AMI- 3 bed | 20 | \$1,674 |
| Manager's Unit (2 BR) | 1 | |
| Total | 107 | |
| Project-based Vouchers | 48 | |
| Set Aside for homeless | 11 | |
| Set Aside for Disabled Indv/Households | 11 | |
| No Set Aside | 86 | |

The types of loans and grants remain unchanged; however, the distinction is that the amount of subsidy needed has changed and, in most cases, is less.

Rents

There are no changes from the City designed model.

Operating Budget

The operating budget is the same on a per unit basis as the City designed model.

Development Budget The total development cost is \$75.9 million. The cost of the library and parking is included in the amount, but excluded from tax credit eligible basis. If the parking garage cost is separated out to compare to the City's preferred design, the cost of the project is only \$525,000 more for an additional 13 units (\$40,385/unit). The budget was created using actual costs on several similar projects that are under construction or have completed construction recently. A full listing of the development budget assumption is included below.

| SOURCES - PERMANENT FINANCING | Total | Per Unit |
|---|----------------------|------------------|
| City of Santa Cruz - Parking Rev. Fund | \$ 10,300,000 | |
| Measure S - Library Bonds | \$ 3,521,175 | \$ 32,908 |
| Other County/State Funding | \$ 7,600,000 | \$ 71,028 |
| City of Santa Cruz | \$ 2,200,000 | \$ 20,561 |
| Central Coast Community Energy (CCCE) | \$ 240,000 | \$ 2,243 |
| FHLB - AHP | \$ 1,272,000 | \$ 11,888 |
| LIH Tax Credit-LP Capital Contribution | \$ 28,993,246 | \$ 270,965 |
| LIH Tax Credit-GP Capital/Non-Priority Deferred Fee | \$ 2,682,384 | \$ 25,069 |
| Construction Loan | \$ - | \$ - |
| Permanent Financing | \$ 8,834,969 | \$ 82,570 |
| Permanent Financing - leveraging PBVs | \$ 7,432,182 | \$ 69,460 |
| Deferred Developer Fee | \$ 2,883,837 | |
| GAP | \$ - | |
| TOTAL SOURCES OF FUNDS | \$ 75,959,792 | \$709,905 |

| DEVELOPMENT BUDGET | Total | Per Unit |
|--------------------------------|---------------------|------------------|
| Total Land & Improvements | \$ 79,800 | \$ 746 |
| Total Design & Consulting | \$ 2,022,500 | \$ 18,902 |
| Total Construction | \$ 56,227,286 | \$ 525,489 |
| Total Indirect Costs | \$ 12,755,623 | \$ 119,211 |
| Total Finance & Carry Costs | \$ 4,663,001 | \$ 43,579 |
| Total TCAC/Syndication | \$ 211,582 | \$ 1,977 |
| TOTAL DEVELOPMENT COSTS | \$75,959,792 | \$709,905 |

Summary of City Contribution Request (Alternate Design):

This alternate design assumes the same land contribution by the City of Santa Cruz. However, the requirement for a loan from the City would be \$2,200,000 (\$1,100,00 less than the city design model.)

Why the Costs are Higher but the Subsidy is Lower

- With a redesign to one building, the unit yield is an additional 13 units, but the costs added for these units is only \$525,000.
- The cost to building the library is actually LOWER when it is integrated into a larger building.

| CONSTRUCTION: | |
|---|----------------------|
| Demolition | \$ 50,000 |
| Off-Site Improvements | \$ 1,103,458 |
| On-Site Improvements | \$ 2,145,032 |
| Pkg - Levels 1, 2, 3 | \$ 10,213,800 |
| Unit Construction | \$ 35,702,965 |
| Library Shell | \$ 3,353,500 |
| Parking (Integrated) | \$ - |
| Art-in-Architecture | \$ - |
| Solar PV/Thermal | \$ - |
| General Requirements | \$ - |
| Contractors Bond | \$ 390,565 |
| Contractors Insurance | \$ 400,000 |
| Contractor Overhead & Profit | \$ - |
| Pricing Escalation/Design Contingency | \$ - |
| Furniture, Fixtures & Equipment (common area) | \$ 200,000 |
| Construction Contingency | \$ 2,667,966 |
| Total Construction | \$ 56,227,286 |

Figure 32: Fully integrated building costs

| CONSTRUCTION: | |
|---|----------------------|
| Demolition | \$ 50,000 |
| Off-Site Improvements | \$ 1,103,458 |
| On-Site Improvements | \$ 2,145,032 |
| Pkg - Levels 1, 2, 3 | \$ - |
| Unit Construction | \$ 35,575,662 |
| Library Shell | \$ 4,242,000 |
| Parking (Integrated) | \$ - |
| Art-in-Architecture | \$ - |
| Solar PV/Thermal | \$ - |
| General Requirements | \$ - |
| Contractors Bond | \$ 398,177 |
| Contractors Insurance | \$ 400,000 |
| Contractor Overhead & Profit | \$ - |
| Pricing Escalation/Design Contingency | \$ - |
| Furniture, Fixtures & Equipment (common area) | \$ 200,000 |
| Construction Contingency | \$ 2,195,716 |
| Total Construction | \$ 46,310,045 |

Figure 23: Separate buildings costs

- The number of units leveraged with additional project-based vouchers increases 4 units which leverages more loan proceeds to support the housing finance stack.
- The cost to construct the parking garage is significantly lower than the projected \$20M - \$26M cost that was stated during the June 2020 City Council meeting.

Alternate Model Assumptions

- No change to AMIs.
- No change to rent and income schedules.
- Still assumes all electric building with no gas for utility allowances.
- No change to square footages for the units.
- No change to land value.

- No change to costs for childcare center in basis.
- No change to garage use
- Lower library shell cost.
- Full cost to build the garage is included in the costs but is shown as being deducted above to compare the two models.
- No change to replacement reserves.
- PBVs would increase by a total of 4 units, 2units each for Disabled and Homeless units
- State financing will fill the gap up to \$158K per unit for Disabled/Homeless households.
- No change to Prevailing Wages and Davis Bacon requirements.
- No change to tax credit pricing assumption.
- No change to construction period assumption.

Library Bonds- TI Budget

- As noted under our alternate financing plan, we've shown \$4,242,000 in library bonds as a source. This would allow the balance of \$21,258,000 of the \$25.5 million to be utilized for Library TI's.

ANTICIPATED FUNDING SOURCES

Identify any anticipated resources or funding sources that you expect to use for the project. Examples of funding sources may be private trusts, public subsidies, tax credits, grant programs, investment, etc. Identified funding sources should cover, to the extent feasible the cost of the project as identified in the Rough Pro-forma/Cost Estimate. Please enter an anticipated funding gap in the space provided.

Development Budget

The total development cost is \$75.9 million. The cost of the library and parking is included in the amount, but excluded from tax credit eligible basis. If the parking garage cost is separated out to compare to the City's preferred design, the cost of the project is only \$525,000 more for an additional 13 units (\$40,385/unit). The budget was created using actual costs on several similar projects that are under construction or have completed construction recently. A full listing of the development budget assumption is included below.

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| Total TCAC/Syndication | \$ 211,582 | \$ 1,977 |
| TOTAL DEVELOPMENT COSTS | \$75,959,792 | \$709,905 |

Eden and FTF have application experience with all funding sources except Measure S- Library Bond.

PROPERTY MANAGEMENT AND OPERATIONS

Please identify the applicant's strategy for operations after construction. Describe whether the applicant intends to manage the property and hold it as a long-term asset or would likely seek sale or assignment of the project as an exit strategy. Include any additional information that may help illustrate the team's capacity and experience with the recommended approach. Include additional pages, as needed.

The project will be deed restricted for 55 years, as required by the Low Income Housing Tax Credit program. Additionally, upon recapitalization and re-syndication, the 55-year term will be extended, restarting from that time. Neither Eden Housing nor For the Future Housing sells the affordable housing developments it develops and will continue to own and operate these properties as affordable housing in perpetuity.

A draft Property Management Plan with Eden Housing Management, Inc. is enclosed.

PROPERTY MANAGEMENT PLAN

Project Name: Downtown Library Apartments¹
Project Location: Santa Cruz, California
Plan prepared by: Kasey Archey
Title: Senior Vice President of Property Operations
Date Prepared: Initial DRAFT – November 2020

STATEMENT OF MANAGEMENT POLICY

The goal of Eden Housing Management, Inc. is to ensure resident satisfaction, and the long-term financial and physical well-being of Downtown Library Apartments through the provision of high quality management services. Toward this end, this plan has been developed to set forth the relationship between the Owner and the Property Management Agent and to describe in detail the policies and procedures.

Specifically, the plan intends to outline a definite program of action to assure:

1. A well-managed and properly maintained project
2. A pleasant, healthy, and secure living environment for the residents
3. A pleasant relationship among the residents, the Agent's employees and members of the surrounding community
4. A Housing First community for residents in Permanent Supportive Housing Units

Unless otherwise stated in the plan, the term "Owner" will refer to **A to be formed, L.P.** and may assign this Plan to a new legal entity created for the project. The term "Agent" will refer to Eden Housing Management, Inc. and the term "Project" will refer to Downtown Library Apartments.

Downtown Library Apartments (Project) will include some Permanent Supportive Housing Units, housing people who were experiencing homelessness, at-risk of homelessness, or chronic homelessness at the time of referral to the project. The Project will use a low barrier tenant selection process that houses those with the highest needs for available units, implements Housing First practices, and implements policies and practices to prevent evictions and facilitates the implementation of reasonable accommodation policies. Further, the Project will impose no restrictions on guests beyond the normal and regular limits for all residents of Eden properties. Housing First and low barrier policies and practice will include:

¹ Working name of development

- A. Project will use a Housing First approach, including but not limited to the following practices:
- a. Moving homeless households as quickly as possible into permanent housing without any requirement to participate in services
 - b. Housing is understood, by all Project partners, to be the essential and urgent need of referred households
 - c. Supportive services will be available after move in, and in some cases prior to move in, depending on County assigned resources for each applicant/resident
 - d. A designated service provider will focus on engagement services with residents in Permanent Supportive Housing Units with the primary focus of avoiding a return to homelessness
- B. The Project will have low barriers to admission, including:
- a. Minimum income, sobriety and/or participation in treatment or other services are not required as a condition for obtaining housing.
 - b. Outreach and intake policies are designed to “screen-in” rather than screen-out applicants with the greatest barriers to housing. Screen in criteria include:
 - i. No or very low income
 - ii. Poor rental history and past evictions
 - iii. Criminal histories.
 - iv. Property management will accept alternative documentation sources required to the extent that regulations allow.
 - v. Because referred applicants have disabilities, trauma, and difficult circumstances associated with experiences of homelessness, Agent will proactively identify issues that could impact the application approval.
 - vi. Each applicant is afforded the right to a reasonable accommodation as a last resort to disqualification.
 - a. Rapid and streamlined entry into housing is assured by County/designee working closely with Agent to collect all needed information timely, to move forward on application processing while waiting for additional pieces of information or documentation, and otherwise prioritizing the processing of these applications. Agent and County/designee understand that collecting the needed application information may be challenging, as information may be missing or difficult to obtain. Agent will assist applicants and County/designee throughout the process to ensure that applicants are approved and move in as quickly as possible.
 - b. Supportive services are voluntary for the residents in all cases. However, County/designee will proactively and consistently develop and implement services engagement strategies. Motivational interviewing and harm reduction, among other important strategies, will be employed. These techniques are valuable in providing non-judgmental and resident-centered services.

- c. As with all Eden properties, residents are tenants with leases and full rights, responsibilities, and legal protections under Federal, state, and local housing laws. Additional information is provided in other parts of this management plan regarding information provided at move-in, opportunities to engage with Agent regarding resident concerns, and policies and procedures for responding to lease violations.

Reasonable Accommodation Policy

People with disabilities, including Permanent Supportive Housing Unit applicants and residents, are provided with additional consideration in the application of rules, practices, or services to enable an otherwise eligible applicant or tenant an equal opportunity to access and enjoy the housing program. In order to provide for reasonable accommodations during the application process, instructions are provided on the application detailing the process for completing a Reasonable Accommodation Request to be considered as part of the application. Reasonable accommodations can also be requested at any point during tenancy by requesting a form from Management. County/designee are welcome participants in the process of developing and completing these forms. Management will respond timely to any request for accommodation.

I. MANAGEMENT

A. Role and responsibility of the owner and/or delegation of authority to the managing agent

1. It shall be the responsibility of the Agent to establish the general policies under which Downtown Library Apartments will operate. The Agent, based on previous experience with effective management practice, shall provide advice and recommendations in this regard. Such policies shall include, but are not limited to: resident selection criteria and priority guidelines; eviction policies; house rules; security and emergency services; social services; and allocation of parking spaces.

The Agent will, by means of periodic budgets, financial statements, and status reports advise the Owner on the operation of the Project. In addition, the following procedures shall be followed to ensure effective day-to-day operations and cooperation between the Owner and Agent:

- a. Day-to-day operation of the project will be under the direct supervision of the Community Manager who will report to the Property Supervisor of the Agent.
- b. Senior management shall be the Agent's representative in reporting to the Owner.
- c. The Owner shall appoint a key contact person or liaison to represent the Owner in regular communications with the Agent.

- d. There will be regular meeting times between the Owner and Agent for the purpose of reviewing policies, management procedures, resident relations, and budget control. Owner and Agent will work jointly to establish any changes in the policies and procedures. Should it become necessary to alter these policies, the Agent will do so without the prior approval of the Owner and the regulatory body governing the site.
- e. At no time shall the Owner or its representative issue instructions to any on-site personnel. Owner concerns and suggestions shall be communicated to the Agent's Property Supervisor who shall issue instructions to the Community Manager.

As described in the Management Agreement, the Annual Operating Budget for the Project will be prepared by the Agent and approved by the Owner. In the event that items need to be purchased that either were not budgeted or that would bring the project over budget, the Agent will promptly inform the Owner by way of regular reports.

In the event that the Agent must arrange for emergency repairs involving manifest danger to persons or property, or make payments required to avoid suspension of any necessary service to the Project, the Agent will inform the Owner of the facts as promptly as possible.

B. Personnel policy and staffing arrangements

Once the personnel and staffing requirements have been established by the Owner and Agent, the Agent shall hire, train, pay, and supervise all personnel, including independent contractors and other service providers. Both Supervisor and on-site personnel will be trained in the affordable housing component for this project, as well as Federal, State, and City requirements.

- 1. The anticipated staffing pattern will be as follows:
 - a. One full-time Community Manager (Community Manager will also live on-site at Downtown Library Apartments and be the Night Manager.)
 - b. Two full-time maintenance persons for the routine repair and cleanliness of buildings and grounds with responsibilities at other properties, or other Eden Housing Management personnel.
 - c. One full-time Leasing/ Assistant Manager.
 - d. A full-time Resident Services and Case Management staff through a third-party service provider.

The Community Manager will report to a Property Supervisor who, in turn, reports to an Associate Director of Eden Housing Management, Inc. or Senior Vice-President of

Property Operations. Support staff in the Eden Housing Management, Inc. office, also involved in project management, includes clerical and accounting personnel whose responsibilities are to assist in administrative functions and in the preparation of financial reports.

Specific responsibilities for all project personnel are detailed in the job descriptions.

2. Hiring Policies

- a. All hiring of on-site personnel shall conform to Equal Employment Opportunity guidelines without regard to race, color, creed, ancestry, age, religion, national origin, sex, sexual orientation, marital status, pregnancy, children, disability, AIDS-Related Conditions (ARC), receipt of or eligibility for housing assistance under any government housing assistance program, or other arbitrary factors.
 - b. Special efforts will be made to provide information regarding job openings to minority candidates and contractors through outreach to community organizations, bulletin boards, newspapers and other communication media. All hiring materials will indicate that Downtown Library Apartments is an "Equal Opportunity Employer" and will display the disabled logo.
 - c. The minimum qualifications for each position are detailed in the job descriptions. The job descriptions are included in the Agent's Policies and Procedures Manual.
3. Eden Housing Management, Inc. believes in hiring personnel with previous experience in their particular field. Nevertheless all personnel will receive training specific to the regulatory agency and Eden Housing Management, Inc. policies and procedures. This training will consist of the following:
- a. One-to-one counseling and supervision on the part of the Property Supervisor of the project
 - b. Written guidelines, manuals, and materials
 - b. Periodic attendance at special training workshops sponsored by various property management associations for the purpose of updating and renewing work-related skills.
 - c. Periodic attendance at trainings on behavioral health, such as Mental Health 101, for the purpose of supporting the community in general and the residents of Permanent Supportive Housing Units in particular.
4. As indicated in the Management Agreement, all on-site personnel shall be employees of the Agent. However, the Owner will reimburse the Agent for compensation payable to on-site staff and service providers, and for all taxes and assessments incident to the employment of such personnel. These reimbursements will be treated as Project expenses and paid out of the Pacific

Station Apartments Operating Account.

5. Employment grievances, termination of employment, and promotions shall be conducted according to the Agent's personnel policies and procedures, which conform to equal opportunity and affirmative action goals and requirements.

C. Plan for maintaining adequate accounting records and handling necessary forms and vouchers

1. Financial accounting, reports and records shall be in conformance with standard accrual basis accounting procedures and responsive to the guidelines provided by the regulatory agencies connected with the Project.

Accordingly, the Agent will maintain accurate files of all resident transactions, revenue, and expenditures and prepare the following monthly reports for the Owner's review:

- a. Cash status report and financial summary with vacancy report
 - b. Monthly and year-to-date budget comparisons
 - c. List of disbursements
 - d. List of accounts payable
 - e. Balance sheet
2. Bills will be paid and accounts will be funded pursuant to the requirements of the Project's Regulatory Agreement. Specifically:
 - a. Invoice files will be utilized to document all project expenses with the exception of items and services provided on a regular contractual basis (utilities, trash removal, service contracts, etc.).
 - b. Purchases up to \$50 shall be pre-approved by the on-site manager. Purchases over \$50 shall be pre-approved by the Agent's Property Supervisor.
 - c. Invoices will be matched with outstanding purchase orders by the on-site manager, reviewed for accuracy by the project supervisor, and then vouched for payment by the Agent's central office. Checks will be processed semi-monthly for payment of any payables on hand.
 - d. The following separate accounts shall be established:
 - 1) General Operating Account into which rental and other miscellaneous income will be deposited and from which the Project's operating expenses will be paid
 - 2) Replacement Reserve Account to be funded through regular contributions from the operating budget, based on a capital improvements schedule of anticipated useful life and replacement

needs for major items. All interest or income earned by the Replacement Reserve Account shall be applied solely for major repairs, replacements or capital or structural improvements, and written approval of the owner is required for any disbursement from this account.

- 3) Security Deposit Account to be funded by the residents' security deposits. Policies and procedures for administering this account are noted in Section I (C) (6) below;
 - 4) Operating Reserve Account to be funded from regular deposits from the operating account. Any disbursement from this account requires written owner approval.
3. The Agent maintains a computerized General Ledger program, which shall be continually updated to meet the accounting and reporting needs of the Project and to produce a quality audit trail.
- a. Careful monthly monitoring shall allow for cost control, prompt identification of potential problems and sufficient lead-time to develop plans to meet project needs.
 - b. The Agent, with the Owner, shall review major budget variances and appropriate actions shall be taken to ensure that monthly cash flow is sufficient to meet the Project's operating expenses and deposits to the reserve accounts noted above.
 - c. Procurement of contract services
 - 1) Agent shall obtain contracts, materials, supplies, and services on the most advantageous terms available to the Development, and shall solicit bids, either formal or informal, for those items that can be obtained from more than one source. For expenditures that exceed One Thousand Dollars (\$1,000), the Agent will obtain at least three (3) bids in writing. The Owner must approve bids exceeding One Thousand Dollars (\$1,000) which are not in the approved budget, or were not safety or emergency items or were not items which are replacement reserve items or are not items that will be reimbursed from other sources. Agent shall secure and credit to the General Operating Account all discounts, rebates, or commissions obtainable with respect to purchases, service contracts, and all other transactions on Owner's behalf. The Agent will strive to contract with minority vendors and contractors in the area.
 - 2) The Agent shall prepare such bid specifications and supervise the bid proposals and acceptance procedures.

- d. In the event that items need to be purchased that either were not budgeted, or that would bring the Project over budget, the Agent will promptly inform the Owner.
 - e. The Agent shall work with the Owner to develop a schedule of projected revenues from operating and tax credit income to be used for sponsor distributions and loan payment requirements.
 - f. Agent shall establish and maintain a comprehensive system of records, books and accounts in a manner approved by Owner and its designated accounting firm. Agent shall maintain such books and records as to satisfy the reporting requirements established under the affordability restrictions. All records, books, and accounts shall be subject to examination during regular hours of business by any authorized representative of the Owner.
4. In order to ensure strict compliance with the requirements noted above in Section I (C)(3)(f), the Agent will systematically review all pertinent Regulatory Agreements and establish a manual of instructions, schedules and tickler files indicating relevant deadlines, reporting formats, etc. This manual will be distributed to all bookkeeping and accounting personnel on the Eden Housing Management, Inc. staff, and to any accounting firms hired to provide audits or other reports for the Project.
5. Vacancies and rent losses will be noted and recorded on the cash status report and the monthly financial summary report for the Project. (See Section I (C) (1) above).
6. Security Deposits
- a. Residents shall be required to make a refundable security deposit in accordance with applicable state and local laws. The deposit shall be equal to one month of the resident's share of the rent, or \$25, whichever is greater. The security deposits shall be held in a separate trust account with a depository insured by an agency of the federal government or a comparable federal deposit insurance program. The balance of this account shall at all times equal or exceed the aggregate of all outstanding deposits, plus accrued interest.
 - b. When a unit has been vacated, the manager will perform a move-out inspection to determine any damages to be corrected or cleaning necessary over and above normal wear and tear, which shall be charged against the security deposit. A resident may, but will not be required to, participate in this inspection. The move-out inspection form will be compared to the move-in inspection form to determine the extent of resident-caused damages.
 - c. Within twenty-one (21) days from the date of move-out, a security deposit refund form will be completed, indicating:

- 1) Security deposit on hand.
 - 2) Amount of rent or unpaid charges owing as of the date of the move-out.
 - 3) Amount of damage or cleaning charges to be assessed. An itemized list of work and actual costs will be attached to the forms for repair, cleaning, or replacement of items above normal wear and tear. Replacement of items charged to the resident is based on the life of the item and the amount of damage. The balance of the security deposit after deductions for outstanding rent, charges, cleaning and damages will be refunded to the resident with this form and itemization of costs.
- d. As part of the resident orientation interviews, residents shall receive an explanation of the use of security deposits.

7. Other reports

The Agent shall also provide reports required by other regulatory agencies and funding sources as outlined in the regulatory agreements with those entities.

D. Insurance

The Agent, with the Owner's approval, shall arrange for the Project to be insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by any regulatory agreement.

Competitive bids will be sought to ensure the most cost effective coverage available. Both the coverage and the carrier(s) will be reviewed regularly. All insurance policies and renewals shall be issued by a carrier and in a form acceptable to the owner and any regulatory agency. Property insurance policies shall name the owner and any regulatory agency as an additional loss payee and liability insurance policies shall name the owner as additional insured.

Per the Management Agreement, the Agent will also report, investigate and pursue the resolution of all accidents or claims in connection with the operation of the Project.

The Agent shall also arrange for the Project to be insured against any losses due to employee dishonesty through the purchase of a Fidelity Bond. The Fidelity Bond will cover losses up to at least two months' worth of the total rent potential.

II. OCCUPANCY

A. Plans and procedures for publicizing and achieving early and continued occupancy for Non-Permanent Supportive Housing Units

1. Units shall be marketed in accordance with Affirmative Fair Housing marketing

guidelines, and the Marketing and Resident Selection Plan.

- a. Prospective renters shall be recruited through an affirmative marketing strategy designed to ensure equal access to all appropriate-sized housing units at Downtown Library Apartments for all persons in any category protected by federal, state or local laws governing discrimination.
- b. Public agencies, social service agencies, and local community groups will be contacted. In addition, special outreach efforts will be made to inform persons outside the local area who would not normally be likely to apply. If adequate numbers of minority or non-minority applicants are not generated, the marketing period and areas may be extended as is necessary to generate an adequate number of potential renters from the various targeted groups, and to ensure that the resident selection procedure is fair, meets the Owner's goals and the requirements of any regulatory agency.
- c. All advertising for Downtown Library Apartments shall include prominent use of Equal Housing Opportunity logos, slogans and/or statements of intent to affirmatively market the units. Material to be used in the affirmative marketing plan include: 1) a fair housing poster to be displayed in the rental office, or wherever prospective renter interviews take place; 2) an Equal Housing Opportunity logo to be displayed on the Project sign; 3) The Equal Housing Opportunity logo and the ADA logo are to be displayed on the marketing brochure, flyers and other marketing materials.

2. As indicated above in Section II (A) (1) (b), both public and private community agencies will be used as referral sources for notifying a representative number of the area's general population of the availability of the assisted housing at Downtown Library Apartments. In addition, local newspapers, radio stations and other media will be sent press releases and marketing material, and be used to place classified advertising as necessary.

3. Procedures will be followed to assure that waiting lists are current and have adequate numbers of applicants for each income category. Such procedures shall include the following:

- a. A waiting list will be kept on site.
- b. Applicants will be instructed to notify manager of their continued interest at least twice a year.
- d. Correspondence will go out to all applicants on the waiting list every six (6) months, asking them to advise manager of their continued interest.

B. Plans and procedures for achieving early and continued occupancy for Permanent Supportive Housing Units

1. Units shall be filled by referral from the homeless Coordinated Entry System (CES).

The County-operated CES is responsible for making timely referrals to all Permanent Supportive Housing units. Solano County is responsible for ensuring the CES establishes and documents prioritization of homeless, at risk, and chronically homeless households that meet Permanent Supportive Housing eligibility criteria for referral.

C. Resident orientation shall include:

- a. Written orientation material including general information about Downtown Library Apartments, a list of emergency numbers for hospitals, ambulance, fire and police departments, and other information regarding emergency procedures, as well as neighborhood services and amenities.
- b. Personal interviews with every resident in order to acquaint them with the physical layout of Downtown Library Apartments and the location of fire alarms, fire extinguishers, and fire exits, as well as a review of fire precautions and evacuation procedures.
- c. A thorough review of the House Rules and Regulations with each and every resident. In addition, at the time the rental agreement is signed, all provisions of the rental agreement will be thoroughly explained and each resident will be provided with a copy of the agreement.
- e. Inspection of each dwelling unit by the manager and new resident(s). At this time a check list of the unit's condition will be signed by both parties. Written instructions will be provided to all residents explaining the use and care of all appliances, maintenance, and service request procedures.
- f. For Permanent Supportive Housing Unit applicants, steps a-d of resident orientation may vary, including but not limited to:
 - a. Any step of the resident orientation may be conducted with the assistance of a personal services coordinator or case manager.
 - b. Flexibility will be available for each and any step of the process, including having multiple opportunities or meetings to complete resident orientation activities.
 - c. Applicants will be provided with the opportunity to review and discuss the terms of the rental agreement, maintenance policies including work orders, recreational policies, and grievance and appeal procedures.
 - d. Care will be taken to ensure that Permanent Supportive Housing Unit applicants are accommodated and supported to successfully completing the process.

C. Procedures for determining Resident eligibility and for certifying and annually re-certifying household income and size

1. The Agent shall apply all City, State, and Federal requirements in determining

Resident eligibility at initial rent-up and during subsequent re-certifications of Resident income.

a. For all non-Permanent Supportive Housing Units, when filling a vacancy, initial eligibility of prospective residents shall be determined by the following procedures:

- 1) A brief conversation by phone to determine if the applicant household meets minimum eligibility criteria
- 2) A personal interview
- 3) Prospective residents who have determined to be ineligible will be so notified so that they will have an opportunity to provide further information if they feel an error has been made in assessing their eligibility.
- 4) Actual eligibility will be determined as follows:
 - i. Each prospective resident shall complete an application form and return it to the Community Manager with signed permission for third party verification of income.
 - ii. When an applicant name nears the top of the waiting list, pertinent information will be confirmed as current and third party verification letters are sent. Previous landlord verification, credit checks, criminal checks and sex offender checks will be performed.
 - iii. The manager shall conduct a personal interview with all members of the prospective household.
 - iv. Third party verification forms will be used to compute income eligibility and a determination will be made concerning applicant household's ability to live harmoniously within the Downtown Library Apartments community.
 - v. Written notice will be sent advising applicants of their final eligibility status.

b. When filling a vacancy for Permanent Supportive Housing Units, initial eligibility of prospective residents shall be determined by the following procedures:

- 1) Tenants for Permanent Supportive Housing Units will be referred through the local Coordinated Entry System and meet priority status pursuant to 24 CFR 578.7(a)(8), HUD CPD Notice 17-01 (Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System and HUD CPD Notice 16-11 (Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons

in Permanent Supportive Housing).

- 2) Tenants will be selected in compliance with Housing First requirements as described in California WIC Section 8255.
 1. Though previous landlord verification, credit checks, criminal checks, and sex offender checks will be performed, results will be interpreted in accordance with WIC Section 8255, which includes provisions that poor housing, eviction, and/or credit will not be disqualifying. Criminal history, including sex offender history, will not be disqualifying unless another funding source requires disqualification.
 2. Third party verification forms will be provided by Solano County or their designee, and/or the Housing Authority, and in accordance with 24 CFR 578.7(a)(8) and HUD CPD Notice 17-01 (Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System).
 3. In accordance with policy reflected in WIC Section 8255, Permanent Supportive Housing Unit applicants will be screened into the property, and only extraordinary circumstances shall result in denying Permanent Supportive Housing Unit applications.
2. The annual Resident re-certification procedure will be as follows:
 - a. A "Tickler file" will be kept on the move-in anniversary month for all residents. (Or annual re-certification date for whole property.)
 - b. One hundred-twenty (120) days prior to their anniversary month or property re-certification month, residents will receive a letter advising them of their impending re-certification date, asking them to come in for a personal interview and sign the release portion of the third party verification forms. These will be forwarded to the appropriate third parties.
 - c. Sixty (60) days prior to the anniversary month, the manager will review the income information and determine the continued eligibility and income status of each resident due to be re-certified.
 - d. Thirty (30) days prior to the anniversary month the manager will contact the resident to come in and sign their completed recertification. At this meeting the residents will be advised of any changes in their eligibility and income status and/or rental obligation.
- c. For Permanent Supportive Housing Unit residents, when a Release of Information is in place, the service provider for each Permanent Supportive Housing Unit tenant will be included in the annual Resident re-certification procedures. As needed, Permanent Supportive Housing Unit tenants will be assisted, including through multiple communications with the service

provider and tenant, to participate fully in the re-certification process.

3. Resident occupancy standards shall be established and implemented in accordance with policies established by the Owner.

C. Rent collection policies and procedures

The resident orientation information (both written and oral) for Downtown Library Apartments shall address rent collection policies and procedures. Such policies and procedures shall be strict, consistent, easily understood, and firmly enforced. This information will be provided to all the residents at move-in as well as to all management staff and the Owner.

1. The on-site manager shall collect and record all rents, resident fees and charges and shall promptly deposit daily receipts to the appropriate project. All rent will be due and payable on the first day of the month but in no event later than five (5) calendar days after due date. Method, time and place will be made clear to the residents and will specify that payment is to be made on-site either by check or money order. Upon request by resident, the Agent will provide the resident with a rent receipt.
2. Rents not received by the ten (10th) day of the month are considered late and a delinquent rent notice will be sent by the Community Manager. A Notice to Pay rent or Quit will be served by the eleven (11th) day of the month. If the rent is not received during this period, the Community Manager will inform the Property Supervisor who will authorize the retention of a professional collection service and/or attorney to pursue unlawful detainer actions. Agent shall make the determination when to commence eviction procedures. To comply with Housing First requirements, for Permanent Supportive Housing Unit residents, prior to proceeding to evictions, property management will first offer the tenant the option to leave voluntarily with a 30- or 60- day notice to prevent an eviction from appearing on the tenant's record. Property management and/or service providers will also reach out to the Coordinated Entry System Manager to arrange a housing conference to ascertain if placement in another permanent supportive housing development can be arranged to prevent a return to homelessness.
3. Partial rent payments (except for pro-rated rents involving a mid-month move in date) will not be accepted except at the Agent's sole discretion. In compliance with Housing First requirements for Permanent Supportive Housing Units, partial payments, followed by payment plans and other accommodations to prevent loss of housing will be the standard for Permanent Supportive Housing Unit residents.
4. Rent increases shall be anticipated and implemented as the needs of the Project dictate, in conjunction with the preparation of the Annual Operating Budget. The Project's senior management representative, in consultation with the project Property Supervisor, shall prepare the Annual Operating Budget for the approval of the Owner.

- a. Rent increases shall be implemented in accordance with regulatory requirements. All rent increases and adjustments in the utility allowances will be presented to the Owner for approval.
5. Should a resident cause damage to the premises in the course of his/her tenancy, the resident will be billed for the repair of such damages when they occur, in order to avoid using the resident's security deposit for payment. These damage charges will appear on the resident's rent ledger card and will show as a balance due until paid in full. However, should these charges still be owed when the resident vacates the unit, such charges will be deducted from the security deposit refund. Remaining charges for damages in excess of the security deposit will be recovered by referring the case to an attorney or professional collection service.

Residents will be charged for resident-caused or resident-requested replacements and repairs. Charges for these items will be at a rate that does not exceed the actual cost paid by the Agent for labor and materials.

For Permanent Supportive Housing Units, Agent will communicate quickly and clearly about damage with the resident and, if an ROI is in place, with the County or their designated service provider. Agent, resident, and County/designee will develop a plan to remedy the damage that may include incremental repayment.
6. Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. For Permanent Supportive Housing Units, as is required, anti-eviction strategies will be employed. Agent shall communicate with the County or their designated service provider to assist residents to remedy the problem, including but not limited to implementing incremental repayment terms.
7. Legal costs incurred in pursuing collections of rents and/or eviction procedures shall be borne by the Project and shall be paid for out of the General Operating Account.
8. Rent collections shall be recorded in a computerized system that produces a receipt for the resident, a record on the resident's ledger card, and a permanent ledger entry.
9. A master "rent-roll" shall be maintained and regularly updated, indicating number, name of occupant(s), rental amount, any subsidy payment(s), and current payment status for each of the units in the Project.

D. Plans for enhancing resident-management relations

Resident-management relations shall be based on a policy of cooperation and communication. For that reason the Agent provides regular Resident meetings. Residents shall be encouraged to understand that their involvement with Downtown Library Apartments and therefore their ideas, priorities, suggestions and concerns, are both sought and valued. The Agent shall enlist the support and participation of the residents in the

following four areas:

1. Committees

Resident involvement with other residents through volunteer activities is needed in the community. Examples include: an orientation committee to welcome newcomers to the community; a service committee to visit the sick and run errands for those in need; an activities committee to plan and carry out social/cultural/educational events.

2. Problem Solving

Resident participation in solving problems generated by other residents, such as excessive noise or other disturbances. The Agent will encourage residents to act as a cohesive body to see that policies affecting the community as a whole are enforced. Ideally, residents with a complaint against one another could present their situations to a committee that would work out an equitable solution.

3. Appeal and Grievance Procedures

Residents with complaints or special requests will be encouraged to contact management staff in writing. Management will make every attempt to respond to complaints before they become grievances and will resolve any complaints or grievance as outlined in the property's grievance policy. For Permanent Supportive Housing Unit residents, Management will receive and respond to contacts from the County or their designated service provider when requested by these residents. Appeal and grievance procedures will be adjusted as needed to meet the needs and communication preferences of Permanent Supportive Housing Unit tenants; though a reasonable accommodation need not be requested to obtain such adjustments, adjustments will be understood to be similar to formally requested accommodations.

4. Ongoing Communication

Residents shall be encouraged to offer suggestions to the manager and senior management staff in a variety of areas of concern, such as security, maintenance, and rent increases, both individually and through the Residents' Association. An elected group of resident representatives provides a most important function in communicating resident sentiments, opinions, priorities, and advice in regard to established operations or changing policies. Resident involvement in planning can result in more relevant, sensitive and effective management policies and also recognizes the principle that "participation brings commitment". For example, given an opportunity to participate, residents will act to improve the quality of life in their community.

- a. Regular Resident meetings will be conducted. Residents will be provided copies of the house rules and other materials pertaining to policies governing their occupancy at the apartment community.

- b. Management staff will also provide the residents with a list of emergency numbers for hospitals, ambulance, fire department and police department, as well as the phone number of the on-site office and back-up information in the event of emergencies when the office is closed. Residents will also receive information about energy and water conservation and what each resident can do to reduce energy and water waste.
- c. A copy of the Emergency Preparedness Plan for Downtown Library Apartments will be developed by the Agent and promulgated to residents. This plan is designed to maximize the health and safety of the residents in the event of an emergency such as an earthquake or power outage. The plan will be distributed to all residents at time of initial occupancy and periodic drills will be scheduled to give residents the opportunity to practice their response to an emergency situation.

We recognize the importance of developing a very comprehensive Resident Services Plan to include but not limited to; Educational Programs, Neighborhood Networks, etc. In addition to the above, Agent may contract with outside services providers to assure resident needs are met.

For Permanent Supportive Housing Unit residents, Owner and Management will encourage full participation in each of the above enumerated strategies for enhancing resident-management relations through the following, as resident-County/service provider ROIs allow:

1. Working with the County or their designated service provider to support communication with residents. Agent will designate onsite staff as the point contact for County/service providers
2. Welcoming discussion of difficult to resolve concerns and maintaining a positive regard for each resident with an intentional focus on the inclusion of people with disabilities in community life.

III. MAINTENANCE/SECURITY:

Plans for carrying out an effective maintenance and repair program

A. The On-Going Maintenance Program shall include the following:

1. Scheduled preventive maintenance and repair of installed equipment in accordance with manufacturers' recommendations and the requirements of equipment operating manuals. The skilled maintenance contractors will perform this work.
2. Routine repairs to kitchen appliances, electrical, plumbing, and heating equipment. On-site staff or independent contractors will perform this work.

3. Preventive semi-annual apartment inspections to regularly and consistently ascertain the condition of each unit. Maintenance problems discovered during these inspections shall be handled according to the work order procedures as described in Section III (E) below.
4. Preventive regular inspections and inspections of common areas and equipment, as well as regular schedules (daily, weekly, monthly, quarterly, annually) for maintaining the same.
 - a. Maintenance of exterior areas shall include keeping grounds free of litter, trash and paper. Parking areas will be maintained in good repair and free from dirt and litter.
 - b. Common areas such as hallways and laundry rooms will be swept and cleaned daily and kept free of trash and other debris.
5. Garbage and recycling removal will be affected through arrangements with a contractor services company. The trash areas will be swept daily and scrubbed with disinfectant when necessary.
6. Extermination services will be contracted for, so as to provide a high level of sanitation and cleanliness.
7. The maintenance of the grounds shall be on a contract basis with a landscape firm.

B. Resident Security

The Owner recognizes that resident security is an essential part of maintaining a safe and stable community. It is anticipated that security needs will be met through the use of standard bolt locks and adequate site lighting. In addition, surveillance of the building entrance will be provided by a passive camera system so that residents have the ability to request identification and allow or reject entrance to the property. Lastly, the owner will consult regularly with the Agent to discuss the need for any special security provisions that may arise.

- C. A Preventive Maintenance Schedule will be developed and implemented. Interior painting and redecoration of individual units shall be done on an as-needed basis, based on need substantiated by the annual physical inspection, or as occupancy changes, or as the Agent and Owner may otherwise deem necessary.
- D. All items needing repair or replacement, whether reported by the residents or discovered by management staff, shall be recorded on a maintenance work order form by the manager or maintenance staff.
 1. The form shall be completed. A copy shall be given to the resident upon request, and a copy shall be retained in a suitable ledger for follow-up as

the work proceeds.

2. The work order form shall indicate the costs of labor and materials and the manager shall determine any charges to residents for damages beyond normal wear and tear. Residents will be billed promptly for damages they cause, and, per the lease agreement, be required to reimburse the Project within thirty (30) days or other reasonable time agreed upon by the Agent and resident.
 3. Once the work is completed and the resident has acknowledged this by signing a copy of the work order, the ledger copy shall be placed in the permanent file assigned to the resident's unit.
- E. Inspections shall be scheduled and performed by the on-site staff at least on a semi-annual basis unless it becomes evident that more frequent inspections are required.
- F. Routine maintenance requests will be completed within seventy-two (72) hours.

All emergency repairs or replacements, regardless of the time of day they occur, shall be handled promptly.

Emergency needs shall be defined as those situations posing immediate threat to the health and safety of residents and/or the integrity of the grounds, buildings, and equipment, including: the interruption of services, hot or cold running water, electricity, gas, adequate heat and plumbing; glass breakage which deprives residents of security or heat; or repairs that if not performed would expose residents to injury. In case of an emergency after business hours, a 24-hour answering service will be maintained to notify the manager.

- G. Major interior redecorating of common areas, exterior painting and projected replacements to building infrastructure, heating and ventilation systems shall be integrated into a capital improvements schedule which shall serve as a basis for computing and establishing the Replacement Reserve Fund and adequate contributions from the annual operating budget. This schedule shall project the anticipated useful life and replacement costs for such major items and will be compiled upon completion of the project.
- H. Provisions for periodic update of Management Plan The Agent and Owner shall review this plan on an annual basis. Should it become necessary to update the plan, the Agent and Owner shall submit the proposed changes to any regulatory agencies from which approval is required.

EXHIBIT D
SITE PHOTOS

246 Cathcart St Santa Cruz, California



600 Cedar St Santa Cruz, California



176 Lincoln St Santa Cruz, California



176 Lincoln St Santa Cruz, California



Supplemental Development Team Information





JPMorgan Chase Bank, N.A.
CDB Real Estate Lending
560 Mission Street, 3rd Floor
San Francisco, California 94105

James Vossoughi
Vice President

November 4, 2020

To Whom It May Concern:

Chase and its heritage organizations have enjoyed a 10+ year relationship with Eden Housing, Inc. During this time we have financed over 10 projects totaling in excess of \$200 million in construction loans and \$40 million in permanent loans. Construction and rehabilitation projects have been completed in a timely and professional manner. The portfolio held by Chase is well managed and supported by a debt service coverage ratio above 2.00x. Projects of note include the following:

- Connell Apartments – \$8.0 million construction loan to finance the rehabilitation of a 28-unit family community in Gilroy, California. Project was completed in 2018.
- Vista Terrace Hills Apartments – \$96.7 million construction loan to finance the rehabilitation of a 262-unit family community in San Diego, California. Project was completed in 2017.
- Pauline Weaver Senior Apartments - \$23.5 million construction loan and \$9.1 million permanent loan to finance the new construction of a 90-unit senior community in Fremont, California. Project was completed in 2018.

Chase has been extremely satisfied with its relationship with Eden Housing, Inc. and would be very interested in serving as its lender on any future projects including this one. We would expect to act as lender on this deal with terms similar to our past deals, relying solely on Eden Housing Inc.'s financial strength for any guarantees that may be required, including but not limited to completion and repayment guarantees. We look forward to receiving additional information as the deal progresses and working with Eden Housing, Inc. on the transaction.

Very Truly Yours,

JPMorgan Chase Bank, NA

A handwritten signature in blue ink that reads "James Vossoughi".

By: James Vossoughi
Its: Authorized Signer



10

TEN OVER STUDIO

**ARCHITECTURE - LANDSCAPE
INTERIORS - MEDIA**

OUR STORY

10

10

WE BELIEVE IN THE POWER OF DESIGN

In 2014, a few good friends started TEN OVER STUDIO with the goal of creating the ideal design firm we had always envisioned...work with great clients, do creative work that benefits our clients and the community, and have fun while doing it.

As our name implies, we strive to give 110% effort on everything we do. We take responsibility, go the extra mile, think big and never stop learning. Our goal is that the experience of working with us is as rewarding as the finished product.

Everything we do is centered around making the world a better place. We use our skills, experience and passion to create places and spaces that connect people with each other and with their surroundings. We feel very fortunate to live and work in beautiful parts of the world and help our clients fulfill their dreams while leaving a minimal environmental footprint.

We are collaborators by nature and enjoy a team approach to the design experience. While we are extremely proud of our completed projects, we consider our true reward to be the successful relationships we have developed with the clients, consultants, contractors and agencies we work with.



**TO LEAVE THE WORLD
BETTER THAN WE
FOUND IT.**

Certified



Corporation[®]

DESIGN LIKE YOU GIVE A DAMN

AVERAGE IS UNACCEPTABLE. QUESTION THE STATUS QUO, PUSH BOUNDARIES AND MAKE A POSITIVE IMPACT.



“WE” BEFORE “ME”

Working as a team improves everything we do. Go out of your way to help others succeed and understand that listening, humility and empathy are some of our greatest tools.



110% ... ALWAYS

Lead by example, go the extra mile, take responsibility and do the right thing, even when no one is looking.



KEEP IT REAL

Be fearlessly authentic with yourself, your work and your relationships.



SUSTAINABILITY ISN'T A CHECKBOX

It's a way of thinking and acting. It guides every decision we make in order to maximize the resources of our clients, team, community and planet.



GIVE BACK

Get involved, volunteer your time and build community connections.



ENJOY THE RIDE

Celebrate the success and learn from failures. Enjoy the journey as much as the destination.

RESIDENTIAL

SINGLE FAMILY

MULTI FAMILY

AFFORDABLE

MIXED-USE

INDUSTRIAL

WINERY

BREWERY

MANUFACTURING

RESEARCH & DEVELOPMENT

PUBLIC SAFETY

FIRE

POLICE

COMMUNITY CENTERS

HOSPITALITY

RESTAURANTS & BARS

HOTEL

RESORT

OFFICE

PROFESSIONAL

TECH

NON-PROFIT

LANDSCAPE

HOUSING

GATHERING SPACES

WHAT WE DO

ARCHITECTURE

LANDSCAPE ARCHITECTURE

INTERIOR DESIGN

MASTER PLANNING

3D MEDIA

PROACTIVE PROJECT MANAGEMENT

WHAT OUR COMMUNITY SAYS ABOUT US

WE GIVE 110%. ALWAYS.

"Their commitment to quality and client satisfaction make TEN OVER our go-to design firm for commercial land development and architectural projects."

- STEVE MACCARTY, PRINCIPAL | STAFFORD-MCCARTY, INC.

"We continue to put TEN OVER STUDIO at the top of our list when referring architects and landscape architects."

- CHRISTY A GABLER, P.E., VICE PRESIDENT | NORTH COAST ENGINEERING



WHAT OUR STAFF SAYS ABOUT US



WE PUT OUR CLIENTS FIRST.

"When we design, we do it with honesty, thoughtfulness and sustainability - and those qualities come through in our work."

WE ARE A FAMILY.

"Everyone is close and we have each other's backs. Having that feeling pushes everyone to work harder because you don't want to let your family down."

WE SHAPE THE ENVIRONMENT WE LIVE IN.

"We ensure every project is well designed and that every project is of the highest value to the client."





WATER STREET

PROJECT: ARCHITECTURE, INTERIORS, LANDSCAPE

SIZE: 45,906 SF

LOCATION: SANTA CRUZ, CA

This project included the full build out of a four story, 45,906 square foot low income housing apartment building with a total of 41 residential units. The site required extensive work including full grading and drainage, parking and site circulation studies, and a landscape and planting plan.

Unit amenities include dishwashers and patios or balconies. Community amenities included a 2,450-square-foot management and service office, community space including a community room, a computer room, a services coordinator's office, central laundry, and bicycle storage for 42 bikes. The development also offers 41 parking spaces and a large picnic area/courtyard.

MARSH & CHORRO MIXED-USE DEVELOPMENT

PROJECT: ARCHITECTURE, INTERIORS, LANDSCAPE

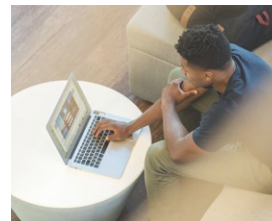
SIZE: 68,167 SF

LOCATION: SAN LUIS OBISPO, CA

Providing a true timeless character, the corner of Marsh & Chorro will bring contemporary living and working to the downtown through an architecture of quiet sophistication.

Rhythm, texture, and light emits through classic massing and material selection while vibrancy, action, and enthusiasm pours from our truly mixed-use program of merchants, tech visionaries, and an abundance of small, hip, loft studios.

Marsh & Chorro proposes a new 6-story retail, office, and residential building. Out of 50 total residential units, 25% moderate affordable units are provided, while the remaining have been sized to be affordable by design, in that all but three of the units are less than 600 SF.



545 HIGUERA MIXED-USE

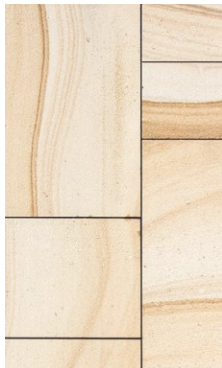
PROJECT: ARCHITECTURE, LANDSCAPE

SIZE: 55,137 SF

LOCATION: SAN LUIS OBISPO, CA

545 Higuera Mixed-Use is bringing 55 new residential units as well as ground-floor retail on both Marsh & Higuera Street in downtown San Luis Obispo. The unique through-lot allows for a pedestrian connection to energize the south end of the downtown.

Contemporary materials, large windows, an expansive rooftop deck space with extraordinary views are all key factors in creating this beautiful and authentic building.



973 HIGUERA MIXED-USE

PROJECT: ARCHITECTURE, LANDSCAPE

SIZE: 28,452 SF

LOCATION: SAN LUIS OBISPO, CA

973 Higuera Mixed-Use is a proposed 6-story, mixed-use, development located in the heart of downtown San Luis Obispo.

The proposed project is associated with a larger planned development overlay linking multiple sites redistributing unused density to infill lots. Via collaboration with City of San Luis Obispo staff, and at the urging of City Council, the development proposes and provides solutions to the City's goals of housing, strategic economic development, sustainable transportation, climate action, and downtown vitality.





BISHOP STREET STUDIOS

PROJECT: ARCHITECTURE, LANDSCAPE, 3D VISUALIZATION

SIZE: 34 UNITS

LOCATION: SAN LUIS OBISPO, CA

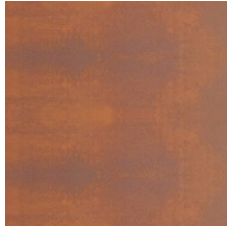
Bishop Street Studios provides full renovation of the original 1931 Sunny Acres Orphanage building, which has fallen into disrepair, along with the addition of three new structures, creating 34 affordable, single-occupant residential units for adults living with mental illness.

TEN OVER STUDIO was hired to provide design through construction administration for all four buildings. The residential units consist of 34 very-low-income single-occupancy studios and one-bedroom units and a one-bedroom unit for a resident manager. Exterior improvements include parking for guests and residents, a central courtyard, and landscaping.

“Transitions-Mental Health Association had the privilege of working with TEN OVER STUDIO on several affordable housing projects. Due to the nature of our projects, they rarely proceed on a straight path and TEN OVER has been highly responsive to our needs and are technically proficient in their work. As creative problem solvers, the TEN OVER team brings out the fun in each project without losing sight of the needs of the project or client.”

*– Claire Clark, Special Projects Coordinator,
Transitions-Mental Health Association*





TRIBUNE REDEVELOPMENT

PROJECT: ARCHITECTURE, LANDSCAPE, INTERIORS

SIZE: 41,674 SF

LOCATION: SAN LUIS OBISPO, CA

The Tribune Redevelopment project improves the existing Tribune site and building and updates the existing 41,674 SF warehouse facility into a 3-story live/work space. The individual live/work units are each single-story one-and two-bedroom spaces.

Building improvements include an updated exterior facade for the western office wing. Site improvements include a drought tolerant landscape, short- and long-term bicycle parking, and additional parking for residences.



JIM DUFFY

PRESIDENT, NCARB, LEED AP



BIOGRAPHY

Jim draws on over 25 years of experience within a wide variety of projects ranging from various downtown commercial, civic, medical and retail developments to large scale master planning and design. As a LEED accredited professional, his knowledge of and commitment to sustainable design is drawn upon at each level of planning, design and construction to ensure the most environmentally friendly options are considered. Jim is an accomplished designer, architect, and construction administrator, skilled at coordinating the efforts of the both design and construction teams in order to ensure that original design intents are followed through to project completion.

As a former Architectural Review Commissioner, Jim is keenly aware of the role of good design on successful project outcomes. His educational background and professional expertise in programming and master planning, along with his technical architectural experience and refined design sense, make Jim a valuable resource in the early stages of a project. His experience working on both sides table, as a developer representative and as an advisory body representative, provides a “reality check” to conceptual design scenarios and helps to define the where theory conflicts with practice and practicality.

APPOINTMENTS

- . SAN LUIS OBISPO ARCHITECTURE REVIEW COMMISSION - 2008 - 2014
- . SAN LUIS OBISPO CHAMBER OF COMMERCE SUSTAINABILITY COMMITTEE - 2009, 2010, 2012
- . SLO GREEN BUILD BOARD OF DIRECTORS - 2009-2011
- . SAN LUIS OBISPO DOWNTOWN ASSOCIATION BOARD OF DIRECTORS - 2012
- . SAN LUIS OBISPO CHAMBER OF COMMERCE ECONOMIC COMMITTEE - 2013, 2014, 2015
- . SAN LUIS OBISPO CHAMBER OF COMMERCE BOARD OF DIRECTORS - 2016
- . HABITAT FOR HUMANITY SAN LUIS OBISPO, BOARD OF DIRECTORS - 2016

EDUCATION

University of California, Santa Barbara, CA
Bachelor of Environmental Studies/Urban Planning
University of Oregon, Eugene, OR
Masters of Architecture

REGISTRATIONS

Architect, California No. C30770, Oregon No. 4749

ACCREDITATIONS

LEED AP, Leadership in Energy & Environmental Design, NCARB No. 88561, National Council of Architectural Registration Boards

PRESENTATIONS

Building Material Reuse & Recycling
2003 CSI/AIA Oregon Chapter, Eugene, OR
Sustainable Commercial Office Design
2003, CSI/AIA Oregon Chapter, Portland OR
Selecting an Architect
2006, FIERO Conference, Charlotte NC
LEED for Planners
2008 CAAPA Conference Hollywood CA
LEED Design 101
2009, CAAPA Conference, Orange County CA
Height for Housing -Urban Housing Concepts
2017 San Luis Obispo County Housing Summit
San Luis Obispo CA

PROJECTS

MASTER PLANNING

- . BROADWAY AVENUE MASTER PLAN, EUGENE, OR
- . VALLEY RIVER CENTER RIVERFRONT MASTER PLAN, EUGENE, OR
- . MORRO BAY MARINA MASTER PLAN, MORRO BAY, CA
- . DRIFTWOOD SHORES RESORT MASTER PLAN, FLORENCE, OR
- . MULTIMODE TECHNOLOGIES CAMPUS, SANTA BARBARA, CA
- . SUMMER OAKS BUSINESS PARK MASTER PLAN, EUGENE, OR
- . SANTA CLARITA TOWN CENTER MASTER PLAN, SANTA CLARITA, CA
- . MORTON'S WARM SPRINGS RESORT MASTER PLAN, SONOMA, CA
- . ORCUTT RANCH MIXED USE DEVELOPMENT, ORCUTT CA
- . DONOVAN ROAD MIXED USE DEVELOPMENT, SANTA MARIA CA
- . EXPERTS EXCHANGE OFFICE BUILDING, SAN LUIS OBISPO, CA
- . SALINAS HOTEL, SALINAS, CA
- . CANTINAS

MEDICAL

- . OREGON MEDICAL GROUP CLINIC, EUGENE, OR
- . PATHOLOGY CONSULTANTS MEDICAL OFFICES, EUGENE, OR
- . 4TH FLOOR RENOVATION & REMODEL, SACRED HEART HOSPITAL, EUGENE, OR

MULTI-FAMILY RESIDENTIAL & MIXED USE

- . 460 MARSH CONDOMINIUMS, SAN LUIS OBISPO CA
- . 581 HIGUERA, SAN LUIS OBISPO CA
- . 71 PALOMAR STUDENT HOUSING
- . LAMBDA CHI ALPHA FRATERNITY HOUSE, SAN LUIS OBISPO CA
- . ORCUTT RANCH MIXED-USE DEVELOPMENT, ORCUTT CA
- . DELAVINA APPARTMENTS, SANTA BARBARA CA
- . BRIDGE STREET MIXED USE, SAN LUIS OBISPO CA
- . CANTINAS RANCH CAMPER HOUSING, LOCKWOOD CA
- . 600 MARSH STREET MIXED USE, SAN LUIS OBISPO CA

COMMERCIAL

- . CLEVER DUCKS TENANT IMPROVEMENTS, SAN LUIS OBISPO, CA
- . ABOVE GRADE ENGINEERING OFFICE REMODEL & RENOVATION, SAN LUIS OBISPO, CA
- . VILLAGE AT BROAD STREET MIXED-USE, SAN LUIS OBISPO, CA
- . BRING RECYCLING HEADQUARTERS - PLANET IMPROVEMENT CENTER, EUGENE, OR
- . TENTH & MILL OFFICE BUILDING, EUGENE, OR
- . SAN LUIS OBISPO MUSEUM OF ART REMODEL & RENOVATION, SAN LUIS OBISPO, CA
- . SALISHAN SPA AND GOLF RESORT MARKETPLACE REMODEL, GLENEDEN BEACH, OR
- . HEMSTEAD OFFICE BUILDING, PORTLAND, OR
- . MARKET OF CHOICE, EUGENE, OR
- . MCMENAMIN'S NORTH BANK RESTAURANT, EUGENE, OR
- . PIER ONE IMPORTS, EUGENE, OR
- . MAINO BUSINESS PARK, SAN LUIS OBISPO CAA
- . SRAM TENANT IMPROVEMENTS, SAN LUIS OBISPO CA
- . GIUSEPPE'S RESTAURANT, SAN LUIS OBISPO CA
- . MINT & CRAFT RESTAURANT, SAN LUIS OBISPO CA
- . PASO ROBLES INN EXPANSION, PASO ROBLES CA
- . SHORECLIFF RESORT RENOVATION, PISMO BEACH CA
- . OXFORD SUITES RENOVATION, PISMO BEACH CA
- . BARRELHOUSE BREWING AMPHITHEATER, PASO ROBLES CA
- . SKYVIEW MOTEL RENOVATION, LOS ALAMOS CA

SUSTAINABLE DESIGN AND LEED CERTIFIED

- . BAKERSFIELD FIRE STATION NO. 14 AND GREYSTONE PARK, BAKERSFIELD, CA
- . CASA CHICA RESIDENCE, PASO ROBLES, TRACKING LEED CERTIFIED
- . SAN JOAQUIN VALLEY COLLEGE, VISALIA, CA (PERMIT DOCUMENTS)

JOEL SNYDER

VICE PRESIDENT



BIOGRAPHY

Drawing upon his nearly 20 years of experience with mixed use, commercial, public, and residential projects throughout the Northwest and California, Joel uses his extensive design and project management skills to create innovative solutions for his clients. His talent and humor are a valuable addition to any project team.

Joel is interested in architecture's influence on everything from our perception of beauty to the way we behave. He enjoys the challenge of creating designs that have a positive social and aesthetic impact.

With strong project leadership skills, Joel skillfully advocates for his client with project consultants, and can quickly identify challenges that may arise and present many different solutions. He gently provides his professional opinion and advice, while still respecting and representing his clients' needs and wishes.

EDUCATION

University of Minnesota, Minneapolis, MN

Bachelor of Architecture and Fine Arts

APPOINTMENTS

. SLO GREEN BUILD – BOARD OF DIRECTORS – 2013-2015

PROJECT ROLE: PROJECT MANAGER

MIXED-USE PROJECTS

- . 245 HIGUERA MIXED USE, SAN LUIS OBISPO, CA
- . 581 HIGUERA MIXED USE, SAN LUIS OBISPO, CA
- . 600 MARSH MIXED USE, SAN LUIS OBISPO, CA
- . 10TH STREET MIXED USE, GROVER BEACH, CA
- . BISHOP ST. STUDIOS, SAN LUIS OBISPO, CA
- . BONETTI RANCH PUBLIC MARKET, SAN LUIS OBISPO, CA
- . HIGUERA AND MARSH HOTEL, SAN LUIS OBISPO, CA
- . IRON WORKS MIXED USE, SAN LUIS OBISPO, CA
- . LAUREL LANE RETAIL CENTER, SAN LUIS OBISPO
- . MARSH AND CARMEL MIXED USE, SAN LUIS OBISPO, CA
- . ORCUTT MARKETPLACE, ORCUTT, CA
- . TRIBUNE BUILDING ADAPTIVE RE-USE, SAN LUIS OBISPO, CA

MULTI-FAMILY RESIDENTIAL PROJECTS

- . 125 8TH STREET APARTMENTS, SEATTLE, WA
- . 275 E. NEWLOVE APARTMENTS, SANTA MARIA, CA
- . 340 STIMPSON CONDOMINIUM, PISMO BEACH, CA
- . 52ND TOWNHOMES, SEATTLE, WA
- . 65TH TOWNHOMES, SEATTLE, WA
- . ATASCADERO AVENUE APARTMENTS, ATASCADERO, CA
- . BISHOP ST. STUDIOS, SAN LUIS OBISPO, CA
- . BRADLEY ROAD APARTMENTS, SANTA MARIA, CA
- . DOWNTOWN TERRACE, SAN LUIS OBISPO, CA
- . HAWK APARTMENTS, SEATTLE, WA
- . ICON FREMONT TOWNHOMES, SEATTLE, WA
- . MUSTANG VILLAGE REMODEL, SAN LUIS OBISPO, CA
- . PALOMAR APARTMENTS, SAN LUIS OBISPO, CA
- . STONE AVENUE APARTMENTS, SEATTLE, WA
- . VINTAGE HOMES, ATASCADERO, CA
- . YAKIMA VISTA TOWNHOMES, TACOMA WA

OTHER RELEVANT EXPERIENCE

- . ADELAIDA WINERY, PASO ROBLES, CA
- . AUTOPARK SUPERSTORE, SAN LUIS OBISPO, CA
- . CAVA ROBLES RV RESORT, PASO ROBLES, CA
- . FILIPPONI RANCH WINERY, SAN LUIS OBISPO, CA
- . MARSH STREET COMMERCIAL, SAN LUIS OBISPO, CA
- . PASO ROBLES INN EXPANSION, PASO ROBLES, CA

JESSIE SKIDMORE

DESIGN DIRECTOR



BIOGRAPHY

Jessie has extensive experience with Multi-family and Mixed-Use Projects. The greater part of her resume is comprised of cutting-edge contemporary projects that she single-handedly designed, permitting and saw through to construction. Jessie has a talent for creating simple, efficient plans that merge seamlessly with visually exciting elevations.

EDUCATION

Rhode Island School of Design

Bachelor of Fine Arts

Bachelor of Architecture

PROJECTS

SINGLE-FAMILY RESIDENTIAL

- . WEISS RESIDENCE, SAN LUIS OBISPO, CA
- . BANDARI RESIDENCE, SAN LUIS OBISPO, CA
- . FABBRI RESIDENCE, SAN LUIS OBISPO, CA
- . LOOMIS HOMES, SAN LUIS OBISPO, CA
- . GOTTLIEB RESIDENCE, SAN LUIS OBISPO, CA
- . FRANCISKOVICH RESIDENCE, SAN LUIS OBISPO, CA
- . SCHAEFER GUESTHOUSE, PASO ROBLES, CA
- . ALLEN RESIDENCE, HUASNA, CA
- . MARLINGHAUS GUESTHOUSE, SAN LUIS OBISPO, CA
- . STALLINGS RESIDENCE, SAN LUIS OBISPO, CA
- . POESCHL RESIDENCE, SAN LUIS OBISPO, CA

HOSPITALITY

- . CAVA ROBLES RV RESORT, PASO ROBLES, CA
- . 581 HIGUERA ST. MIXED USE, SAN LUIS OBISPO, CA
- . HIGUERA & MARSH HOTEL, SAN LUIS OBISPO, CA
- . PASO ROBLES INN, PASO ROBLES, CA
- . MAIN ST. HOTEL, MORRO BAY, CA
- . WINE SHED, ARROYO GRANDE, CA
- . ADELAIDA CELLARS, PASO ROBLES, CA
- . FILIPPONI RANCH CELLARS, SAN LUIS OBISPO, CA

PROJECTS, CONTINUED

MULTI-FAMILY RESIDENTIAL

- . 509 E. BOONE, SANTA MARIA, CA
- . 432 S. LINCOLN, SANTA MARIA, CA
- . WEST FESLER APARTMENTS, SANTA MARIA, CA
- . PALOMAR APARTMENTS, SAN LUIS OBISPO, CA
- . BISHOP ST. STUDIOS, SAN LUIS OBISPO, CA
- . 275 E. NEWLOVE APARTMENTS, SANTA MARIA, CA
- . ATASCADERO AVENUE APARTMENTS, ATASCADERO, CA
- . TRANSITIONAL MENTAL HEALTH ASSOCIATION, AFFORDABLE HOUSING AT 1306 NIPOMO, SAN LUIS OBISPO, CA
- . 340 SIMPSON CONDOMINIUM, PISMO BEACH, CA
- . PARK AVENUE VILLAS, PISMO BEACH, CA
- . 1506 NW 62ND ST. TOWNHOMES, SEATTLE, WA
- . 1506 NW 57TH ST. TOWNHOMES, SEATTLE, WA
- . 7TH AVE. DORMS, SEATTLE, WA
- . KERALA TOWNHOMES, KENMORE, WA
- . THE ALEX APARTMENTS, SEATTLE, WA
- . 65TH TOWNHOMES, SEATTLE, WA
- . 125 8TH STREET APARTMENTS, SEATTLE, WA
- . ICON FREMONT TOWNHOMES, SEATTLE, WA
- . YAKIMA VISTA TOWNHOMES, TACOMA WA
- . STONE AVENUE APARTMENTS, SEATTLE, WA
- . 52ND TOWNHOMES, SEATTLE, WA
- . HAWK APARTMENTS, SEATTLE, WA

MIXED-USE

- . MARSH AND CARMEL MIXED USE, SAN LUIS OBISPO, CA
- . LAUREL LANE MIXED USE, SAN LUIS OBISPO, CA
- . 245 HIGUERA MIXED-USE, SAN LUIS OBISPO, CA
- . 600 MARSH MIXED-USE, SAN LUIS OBISPO, CA
- . 581 HIGUERA MIXED-USE, SAN LUIS OBISPO, CA
- . 207 HIGUERA MIXED-USE, SAN LUIS OBISPO, CA

JULIA OBERHOFF

PRINCIPAL LANDSCAPE ARCHITECT, PLA, ASLA



BIOGRAPHY

Julia has been practicing both Landscape Architecture and Architecture for over 18 years. It is this combined practice which brings a sense of purpose and connection to her landscape designs as they relate to the neighboring architecture and site conditions. Julia's understanding of architecture allows for seamless integration of low impact design – utilizing built structures, topography and planting design to create spaces that support the health of our environment, while at the same time, create meaningful experiences. Julia is well versed in California's Model Water Efficient Landscape Ordinance (MWEL). MWEL, in addition to policies established by specific jurisdictions, set in place new regulations to establish more water efficient landscape designs.

EDUCATION

University of California Berkeley

Bachelor of Arts in Landscape Architecture

University of California Berkeley

Master of Architecture

REGISTRATIONS

Landscape Architect, California No. 6024

ASLA Southern California Chapter Member, 2017

ACCREDITATIONS

NCARB No. 88561, National Council of Architectural Registration Boards

APPOINTMENTS

CHAIR PERSON, LOS OSOS COMMUNITY ADVISORY COUNCIL - 2015 - 2018

PROJECT ROLE: LANDSCAPE ARCHITECT / PM

HOSPITALITY

- . ADELAIDA CELLARS WINERY, PASO ROBLES, CA
- . CAVA ROBLES RV RESORT, PASO ROBLES, CA
- . PASO ROBLES INN, PASO ROBLES, CA
- . ONX KYLER CANYON DEVELOPMENT, PASO ROBLES, CA
- . SKYVIEW MOTEL, LOS ALAMOS, CA
- . MORONEY WINERY, PASO ROBLES, CA
- . SHELL BEACH BREW HOUSE, SHELL BEACH, CA

LANDSCAPE

- . JEWISH COMMUNITY CENTER, SAN LUIS OBISPO, CA
- . GOODWIN RESIDENCE, PISMO BEACH, CA
- . OLD MISSION SCHOOL, SAN LUIS OBISPO, CA
- . SPARE RESIDENCE, SAN LUIS OBISPO, CA
- . OASIS COMMUNITY CENTER, SANTA MARIA, CA
- . PASO ROBLES PUBLIC MARKET, PASO ROBLES, CA
- . SANTA CRUZ ISLAND, CHANNEL ISLANDS, CA
- . VICTORIA AND CAUDILL, SAN LUIS OBISPO, CA
- . OXFORD SUITES CHICO, CHICO, CA

MIXED USE PROJECTS

- . BISHOP STREET STUDIOS, SAN LUIS OBISPO, CA
- . LAUREL LANE MIXED USE, SAN LUIS OBISPO, CA
- . TRIBUNE MIXED USE DEVELOPMENT, SAN LUIS OBISPO, CA
- . MARSH & CARMEL MIXED USE, SAN LUIS OBISPO, CA
- . 245 HIGUERA MIXED USE, SAN LUIS OBISPO, CA

MULTI-FAMILY RESIDENTIAL PROJECTS

- . 275 E. NEWLOVE APARTMENTS, SANTA MARIA, CA
- . PALOMAR APARTMENTS, SAN LUIS OBISPO, CA
- . SLO TERRACE, SAN LUIS OBISPO, CA
- . 460 MARSH APARTMENTS, SAN LUIS OBISPO, CA
- . WEST FESLER APARTMENTS, SANTA MARIA, CA



ECHELCON, INC

BUSINESS OVERVIEW

Echelcon, Inc. was formed and incorporated by Robert Putnam and Gustavo Auqui in November of 2015 and started its operations on January 1st 2016. Echelcon, Inc. focuses on multifamily projects such as apartments, condominiums and mix-use urban communities.

Robert Putnam oversees Echelcon's business development and actively supervises preconstruction and strategic construction milestones. Prior to forming Echelcon, Inc. he was the co-founder and 50% owner at another construction company named Michael Roberts Constructions 2001-2015. At Michael Roberts Construction, the core of the business was multifamily and condominium projects having Robert Putnam in charge of the company's strategic planning and operations.

Robert Putnam is also the founder and CEO of For The Future Housing "FTF", an affordable development corporation with an established development and building record. FTF develops and builds high density apartment units on podium as well as on grade.

Robert's career in multifamily construction goes way back having worked as a framer, Superintendent and project manager for one of the most successful REITs (Avalon Bay).

Gustavo Auqui manages estimating efforts for current and potential projects. He oversees the day-to-day operations and the construction of the projects. Additionally, he manages teams of Project Managers, Project Engineers, Designers and Superintendents to complete projects. Gustavo Auqui possesses a Bachelor's degree in Management from the University of California. Additionally, he obtained an Associate in Science Construction Management and Associate in Arts Business Management degrees.

Although, Gustavo's educational background qualifies him to lead our construction efforts, he believes that his hands-on experience provided him with unparalleled knowledge for building ground-up construction projects. He has delivered many projects on time and under budget and has worn most relevant hats in construction, from laborer to framer foreman, assistant superintendent, superintendent, project manager and major ground-up project estimator. When it comes to ADA, Rated assemblies, Cal-Green and LEED, Sound and waterproofing assemblies and other construction processes, Gustavo brings past and present experience aligned with new building code and constant industry updates.

Robert L. Putnam Jr. CEO



- 1984-1988: Carpenters Apprenticeship Training – Chabot College
- 1984-1996: General Superintendent - Jonce Thomas Construction, Inc.
- 1996-2000: Superintendent and Project Manager - Bay Apartment Communities (including the merger with AvalonBay Communities)
- 2000-2015: Co-founder and CFO - Michael Roberts Construction (MRC Inc.)
- 2009-Present: Co-founder and President - For the Future Housing, Inc. (FTF Inc.) with partner Jim Rendler
- 2014-Present: Founder and CEO – Echelcon, Inc.

Echelcon represents the next chapter in the illustrious career of Robert L Putnam Jr. as the co-founder and namesake of one of the highest profile high-density mixed-use construction companies in the Bay Area. He built a construction company into a world-renowned commercial construction corporation that experienced explosive growth under his leadership. As a principal jointly responsible for all construction project administration and management at MRC Inc., Robert introduced industry leading management practices and construction processes at MRC and brings the same customer focused philosophy to Echelcon, Inc.

Before entering the executive boardroom, Robert started as an apprentice carpenter and was a union journeyman carpenter for over 14 years. He began his career at Jonce Thomas Construction as a journeyman carpenter, working his way up to supervisor, field superintendent, and ultimately general superintendent.

Robert is an expert at the development and management of real estate deals as well. He has been making personal real estate deals since the age of 19 and invested in his first apartment housing project at the age of 27. Mr. Putnam has specialized knowledge in all types of high-density & mixed-use projects, including apartments, schools, condominiums, religious buildings, hospitality structures and more.

Mr. Putnam is a LEED Green Associate, member of the (USGBC) United States Green Building Council and (ULI) Urban Land Institute and has a Certificate in Construction Management (CCM) from National University. He holds the following contractors' licenses and professional designations:

- LEED Green Associate
- Certificate in Construction Management
- CSCL B General Contractor
- Journeyman Carpenter

GUSTAVO AUQUI

950 S. Bascom Ave, Suite 1014 San Jose, CA 95128

CAREER SUMMARY

- General Contractor, Construction Manager and Development expert with a proven track record of completing projects on time and under budget. Have solid experience for complex construction multifamily and commercial projects. Always working in a fast-paced, high pressure, rapidly changing and demanding environments. Efficiently develop budgets for mid and large construction projects, financial analysis for the total construction cost, project buyout, value engineering. Assist clients with planning, entitlement and permitting for major projects.

PROFESSIONAL EXPERIENCE

Vice President of Operations and Partner at Echelon Inc. Completed and current work experience below:

Marriott Hotel Renovation – 330 Room full-service hotel - Walnut Creek

General Contractor – Completed

Riverwalk Apartments Renovation Project – San Jose CA

General Contractor – Completed

Lafayette Park Terrace – New Condominium Project – Lafayette

General Contractor – Completed

Water Street Apartments – Prevailing Wage Affordable Project – Santa Cruz

General Contractor – Completed

138 Stockton Ave – Type IIIA 162-unit and Commercial Mixed-Use Project – San Jose

Construction Manager at Risk - Under Construction

Granite Ridge – New Affordable 73 Apartment project – Fremont

General Contractor – Design Phase

Elk Grove – New Affordable 92 Apartment project – Elk Grove

General Contractor/Developer – Design Phase

2905 Senter Rd – New 3 Commercial Buildings – San Jose

General Contractor – Under Construction

350 student housing units on 23 stories building in San Jose CA

Preconstruction – Design Phase

94 Market rate apartment building in Mountain View CA

Preconstruction – Design Phase

110 Room Hotel Building + Residential, San Jose CA

Developer/General Contractor – Design Phase