

62. Approve a pre-commitment of \$5,256,327 in HOME - American Rescue Plan funds, \$484,000 in Inclusionary Housing Funds, twenty-five (25) project-based vouchers, a Density Bonus Agreement, and loan forgiveness for Jamboree Housing Corporation and WISEPlace for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway (Contingent upon approval of Housing Authority Item #3)

**Department(s):**

**Recommended Action:** 1. Authorize the City Manager to execute a pre-commitment letter with Jamboree Housing Corporation (“Jamboree”) and WISEPlace for \$5,256,237 in HOME Investment Partnerships Program – American Rescue Plan (“HOME-ARP”) funds and \$484,000 in Inclusionary Housing Funds for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway, Santa Ana, CA 92706, (APN 398-523-04), subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2022-XXX).

2. Authorize the City Manager to execute a Density Bonus Agreement with North Broadway Housing Partners LP (c/o of Jamboree and WISEPlace), for a 55-year term, for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway, Santa Ana, CA 92706, (APN 398-523-04), subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2022-XXX).

3. Authorize the City Manager to forgive the existing City loan with WISEPlace for \$723,446.41 in Community Development Block Grant funds outstanding from a Loan Agreement executed in 1996 and amended in 2001.



**City of Santa Ana**  
**20 Civic Center Plaza, Santa Ana, CA 92701**  
**Staff Report**  
**June 21, 2022**

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**TOPIC:** Pre-Commitment of Affordable Housing Funds for Jamboree Housing Corporation and WISEPlace; Density Bonus Agreement; Loan Forgiveness

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**TITLE**

Approve a pre-commitment of \$5,256,327 in HOME - American Rescue Plan funds, \$484,000 in Inclusionary Housing Funds, twenty-five (25) project-based vouchers, a Density Bonus Agreement, and loan forgiveness for Jamboree Housing Corporation and WISEPlace for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway (*Contingent upon approval of Housing Authority Item #3*)

**RECOMMENDED ACTION**

**CITY COUNCIL**

1. Authorize the City Manager to execute a pre-commitment letter with Jamboree Housing Corporation ("Jamboree") and WISEPlace for \$5,256,237 in HOME Investment Partnerships Program – American Rescue Plan ("HOME-ARP") funds and \$484,000 in Inclusionary Housing Funds for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway, Santa Ana, CA 92706, (APN 398-523-04), subject to non-substantive changes approved by the City Manager and City Attorney.
2. Authorize the City Manager to execute a Density Bonus Agreement with North Broadway Housing Partners LP (c/o of Jamboree and WISEPlace), for a 55-year term, for the development of the WISEPlace Permanent Supportive Housing project located at 1411 N. Broadway, Santa Ana, CA 92706, (APN 398-523-04), subject to non-substantive changes approved by the City Manager and City Attorney.
3. Authorize the City Manager to forgive the existing City loan with WISEPlace for \$723,446.41 in Community Development Block Grant funds outstanding from a Loan Agreement executed in 1996 and amended in 2001.



### **COMMUNITY DEVELOPMENT COMMISSION RECOMMENDATION**

At its regular meeting on May 25, 2022, the Community Development Commission recommended approval of Recommended Action # 1 and 3 for City Council and the Recommended Action # 1 for the Housing Authority, by a vote of 7:0.

### **PLANNING COMMISSION RECOMMENDATION**

At its regular meeting on May 9, 2022, the Planning Commission recommended approval of Density Bonus Agreement Application No. 2022-01, by a vote of 5:0 (Commissioners McLoughlin and Pham absent).

### **HISTORIC RESOURCES COMMISSION ACTION**

At its regular meeting on March 3, 2022, the Historic Resources Commission (“HRC”) considered Historic Exterior Modification Application (“HEMA”) No. 2022-02 to allow exterior modifications to the historic Santa Ana-Tustin Young Women’s Christian Association building located on the subject property. The HRC recommended approval of HEMA No. 2022-02, with added conditions, by a vote of 8:0 (Commissioner Frazier absent).

### **DISCUSSION**

On December 7, 2021, the City Council authorized the Community Development Agency (“CDA”) to release a FY 2021-2022 Request for Proposals (“RFP # 21-136”) to develop affordable rental and ownership project(s) in the City of Santa Ana with available funds from the Inclusionary Housing Fund, HOME Investment Partnerships (“HOME”) Program, HOME-American Rescue Plan (“HOME-ARP”) Program, Project-Based Voucher Program, and the Neighborhood Stabilization Program fund (Exhibit 1). The RFP also included one land asset owned by the Housing Authority of the City of Santa Ana. The RFP was prepared in compliance with the City’s Affordable Housing Funds Policies and Procedures amended by City Council on August 18, 2020.

Following this approval, on December 8, 2021, CDA issued RFP # 21-136 for Affordable Housing Development. The RFP was published on both the City and Housing Authority’s websites and Planet Bids; a public notice was published in the OC Register on December 10, 2021; an e-mail was sent out by Orange County’s largest affordable housing membership associations including the Kennedy Commission, 2-1-1 Orange County, and the Southern California Association of Nonprofit Housing; and a letter was e-mailed to interested developers and nonprofit organizations who had previously requested to be informed of development opportunities on CDA’s RFP Process Database.

The deadline for the City’s RFP # 21-136 for Affordable Housing Development closed on Monday, February 28, 2022 at 5:00 p.m. The City received three (3) eligible proposals prior to the deadline (two proposals were determined to be ineligible). The affordable housing developers that submitted a proposal are:

<b>Affordable Housing Developers</b>
Jamboree / WISEPlace
C&C Development
Habitat for Humanity

After the deadline, staff conducted a minimum threshold review of each proposal to ensure compliance with the RFP requirements. Following the minimum threshold review, staff formed a Review Panel that consisted of the Assistant City Manager/Executive Director of the Community Development Agency, the Executive Director of the Planning and Building Agency, the Principal Civil Engineer of the City’s Public Works Agency, the Housing Division Manager and the Housing Programs Analyst. Keyser Marston Associates and RSG, Inc. also served as third party advisors to the Review Panel.

In compliance with the City’s Affordable Housing Funds Policies and Procedures, the Review Panel used the proposal Scoring and Selection Criteria from the RFP to conduct their review and analysis of each proposal. In addition to the Scoring and Selection Criteria from the RFP, the Review Panel also reviewed the proposed project design for appropriateness for the proposed target group, compatibility with surrounding uses, cost effectiveness of construction, and appropriateness of the design and construction for low maintenance and long term durability.

On May 4, 2022, the Review Panel interviewed all of the developers who submitted a proposal. Following these interviews, the Review Panel discussed and deliberated upon the final scoring and selection of the proposals. The Review Panel agreed upon the final scores below based on an average of the individual reviewer scores:

<b>Developer Name</b>	<b>Project Name</b>	<b>Final Score</b>
Jamboree/WISEPlace	WISEPlace Permanent Supportive Housing	95
Habitat for Humanity	Washington Ave.	75
C & C Development	Borchard & Minnie Apartments	Pending Further Negotiation

Based on the scores above and the deliberative selection and review process followed by the City, the Review Panel recommends the following award for this project:

**Developer:** Jamboree / WISEPlace  
**Project Name:** WISEPlace Permanent Supportive Housing  
**Award Recommendation:**

HOME-American Rescue Plan (“HOME-ARP”) Funds	\$5,256,327
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Inclusionary Housing Funds	\$484,000
Project-Based Vouchers	Twenty-Five (25)

The pre-commitment letter for Jamboree and WISEPlace provides the enforceable funding commitment from the City for \$5,256,327 in HOME-ARP funds, and twenty-five (25) project-based vouchers for the development of the WISEPlace permanent supportive housing project located at 1411 N. Broadway, Santa Ana, CA 92706 (APN 398-523-04) (Exhibit 2).

The pre-commitment letter also includes a provision for an additional award of \$484,000 in Inclusionary Housing Funds for relocation benefits, if necessary. This is because there are currently 20 shelter residents at WISEPlace. As occupants of transitional housing/an emergency shelter, WISEPlace clients do not meet the definition of a displaced person, because the housing they occupy is not permanent housing, and they do not pay for the housing. The purpose of the housing they currently occupy is temporary housing until they are matched with a permanent housing option. The units/beds they occupy does not meet the definition of a “dwelling” under the Uniform Relocation Act (“URA”), and further, the Department of Housing and Community Development issued guidance indicating that the temporary sheltering of homeless persons does not trigger “tenancy” under Civil Code section 1940 and related provisions.

However, while WISEPlace and Jamboree nor the City of Santa Ana have a legal requirement to provide relocation assistance to WISEPlace residents in the event they are not matched with an alternative housing or shelter option prior to the start of construction and would need to vacate the site, WISEPlace and the City will each provide \$484,000 in a 50/50 split, if relocation assistance are to be provided to the site occupants per the same requirements of the URA or CA Relocation Regulations. If the 20 current WISEPlace residents are provided relocation assistance as calculated per the requirements as the URA and California State Relocation Regulations, the estimated total for relocation payments will be \$968,000. WISEPlace will work with staff to relocate their 20 residents prior to the start of construction of the project. However, this additional assistance will provide a guarantee that full relocation benefits are available, if necessary, to the current residents if WISEPlace is unable to relocate them.

Among various other conditions in the pre-commitment letter, one of the primary conditions is that the developer must provide verification that it has secured all of its remaining financing for the development of the project in the form of the other enforceable funding commitments in the project’s capital stack, which may include 9% or 4% Federal Low Income Housing Tax Credits, State Housing Tax Credits, a commitment of affordable housing funds from the County of Orange or State of California, Section 8 project-based vouchers from the Orange County Housing Authority, or any other funding source needed in the project’s capital stack to develop the Project and close on the financing, before staff

will return to the City Council for consideration of the Loan Agreements for this project. The pre-commitment letter is also conditional on the developer securing any and all permits and discretionary approvals that may be required for the Project by the City. The pre-commitment does not obligate the City or any department thereof to approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the construction of the Project.

In compliance with the City's Affordable Housing Funds Policies and Procedures, KMA has conducted a preliminary financial gap analysis to confirm the project's underwriting, the financial gap, and other programmatic requirements related to the funding sources (Exhibit 3). KMA reviewed the developer's estimates and projections of rents, expenses, reserves and development costs in accordance with industry-standard underwriting guidelines. Following this preliminary financial gap analysis and the procurement and deliberative process described above, staff recommends the full amount of the award to City Council for final approval.

### **Project Description**

Following the RFP process, Jamboree in partnership with WISEPlace is being recommended by staff as the developers to co-develop an affordable housing community at 1411 N. Broadway (the "Project"). The proposed name for the Project is WISEPlace Permanent Supportive Housing ("WISEPlace PSH"). Renderings of the Project are attached as Exhibit 4.

Jamboree is an experienced affordable and permanent supportive housing developer focused on developing and rehabilitating housing throughout California. Since 1990, Jamboree has successfully built a portfolio of over 100 projects comprising over 10,000 units. Jamboree currently has \$1.1 billion in permanent supportive housing, affordable and special needs housing projects under development and an estimated \$3.2 billion in developments in its portfolio. Jamboree has extensive affordable housing financing experience, including securing 4% and 9% low income housing tax credits, and is well versed in navigating regulatory complexities.

Jamboree is one of the leading non-profit developers of a wide range of housing and community developments that serve families and individuals not served by traditional market rate developers. Jamboree develops, acquires, renovates, and manages high quality and permanently affordable family, senior and supportive housing communities throughout the State of California. Jamboree has experience developing and operating communities in Santa Ana including the recently opened permanent supportive housing project Heroes Landing, which is exclusively for veterans. Additionally, Jamboree has four completed developments in Santa Ana including Heroes' Landing, First Point I and II, Metro East and Cornerstone, and one development under construction, North Harbor Village.

Jamboree has formed a qualified team to design and partner with in supporting the ongoing mission of the property. This includes, as Administrative General Partner and supportive services provider, the local non-profit WISEPlace, architecture firm Architecture Design Collaborative, the Orange County Health Care Agency, the Orange County Housing Finance Trust, and experienced property management firm Quality Management Group. On May 18, 2022, the Orange County Housing Finance Trust (“OCHFT”) approved an award of \$2,480,030 in funding. Councilmember Penalosa voted in support of this award as City Council’s appointee to the OCHFT Board.

Since 1924, WISEPlace has served our homeless population, including unaccompanied women. WISEPlace has transformed the lives of more than 8,400 individuals experiencing homelessness since inception in the 1920s. Through the “WISEPlace Way”, clients can achieve personal stability through case management and counseling, financial empowerment, employment assistance, health and wellness, socialization activities, addiction recovery, housing retention assistance and the setting of and completion of personal goals. WISEPlace’s 90+ year history of serving the community has shown that these are the components necessary to help prevent and end homelessness.

### **Project Site**

Jamboree, in partnership with WISEPlace, is proposing to develop 0.6 acres located on the site of WISEPlace’s current headquarters at 1411 N. Broadway. The site is located along Broadway and Sycamore Street, between 15<sup>th</sup> Street and Washington Avenue. Main Street, one block east of Sycamore Street, has regular Orange County Transportation Authority bus service including Routes 53 and 83. The site is within one-quarter mile of the Orange County Transportation Authority Route 60, with a stop at 17<sup>th</sup> Street and Broadway. The Project is within one mile of the Santa Ana Regional Transportation Center.

The Project site consists of an L-shaped parcel developed with a one- to two-story institutional building located within the Broadway Corridor District of the Midtown Specific Plan (SP-3) zoning designation. Through the City’s Adaptive Reuse Ordinance (“ARO”), residential use will be allowable by right. The existing one-story East-West wing facing Broadway will be renovated as part of an adaptive reuse, including three (3) units with the existing landmark building. The four-story new construction portion will face Sycamore and will have an additional 45 units. The Project will not require a zone change or amendment to the current land use through the ARO. The proposed development gained unanimous approval from the Historic Resources Commission on March 3, 2022 and the Planning Commission on May 9, 2022.

### **Proposed Project**

The proposed Project includes 47 studio Permanent Supportive Housing (“PSH”) units and one (1) two-bedroom manager’s unit. 100% of the units will be set aside for extremely low-income households at 30% Area Median Income. The studio units will be designated as PSH for persons experiencing chronic homelessness. Fourteen (14) units will serve

individuals experiencing chronic homelessness with a mental illness, financed by the Mental Health Services Act (“MHSA”). Services will be provided for these residents on site by the Orange County Health Care Agency.

The project consists of the adaptive reuse of the one-story East-West wing facing Broadway, in order to preserve the landmark status of the existing building. The existing North-South wing facing Sycamore will be demolished to accommodate the new construction of a four-story building, with a podium-parking garage on the ground floor and three levels of wood frame construction above. The massing on the fourth floor facing Broadway is stepped back to provide a seamless indoor-outdoor community room space on the fourth floor. The building architecture is complementary to the existing building’s Spanish Colonial Revival style, while being differentiated and distinguishable from the existing architecture. The sight lines along Broadway are preserved to maintain the historic character from that street frontage. The ground floor amenities include a community garden, barbeque area and seating, dog run, and renovation of the existing patio and planters. The indoor amenities include two community rooms, a community kitchen, laundry rooms on each floor, a computer room, and a fitness center.

### **Resident Services**

WISEPlace will coordinate the delivery of all services, including those anticipated to be committed through the Orange County Health Care Agency. A comprehensive range of services will be offered to assist residents achieve and maintain self-sufficient, healthy and purposeful lives. Working under the Housing First model and the “WISEPlace Way”, WISEPlace will utilize strategies from an array of evidence-based models and practices to ensure residents have access to all required services.

Thanks to the customized WISEPlace Way of comprehensive, person-centered wrap around services, even in highly vulnerable populations, personal self-sufficiency can be reached. In 2021, WISEPlace achieved the following outcomes:

- 77% of clients transitioned into stable housing
- 72% of clients increased their savings
- 39% of clients decreased their mental health symptoms
- 100% of clients were linked with benefits and resources
- 95% of clients retained housing

The Project will provide on-site supportive services for the PSH residents that provide stability, community, and life skills training to adults diagnosed with a mental illness who are homeless. An on-site Resident Clinical Services Coordinator will provide case management services for the MHSA units.

WISEPlace will provide wrap-around services and coordination to activate the community amenity spaces on site to meet the needs of all residents. An on-site Case Worker and Resident Services Coordinator will create a Supportive Services Plan for the PSH

community, ensuring residents have access to needed services to maintain housing, on-site community building activities, and links to partner organizations.

### **Community Inclusion**

As part of the development process, the development team has engaged local partners to provide input on the proposed development. The Project team held two community outreach meetings open to the public in February and March 2022. The team also met with the Willard, Downtown, and Floral Park Neighborhood Associations. The development has also received letters of support from several community organizations including but not limited to Santa Ana Rotary, Dr. Snow of UC Irvine, Santa Ana Elks, United Way, United to End Homelessness, Providence, Assistance League, Mariposa, Working Wardrobes, Santa Ana Kiwanis, and Justice League.

The one-story adaptive reuse project will include commercial in the existing community room space facing Broadway. A museum displaying the history of the Y.W.C.A. and landmark building will be open to the public during regular business hours. WISEPlace plans to partner with community organizations such as Orange County School of the Arts for periodic art installations as well.

Finally, WISEPlace will continue to serve the broader community out of the development as it will maintain its headquarters on-site upon completion.

### **Parking**

The proposed site plan includes 20 covered parking spaces in the gated parking garage with an entrance on Sycamore Street. The parking ratio is 0.42 spaces per PSH unit. While the development team has included 20 parking stalls, PSH located near transit is not required to provide any parking under State law. The developer has agreed to provide a Parking Management Plan as part of the Density Bonus Agreement.

### **Unit Mix**

The target population for WISEPlace PSH includes individuals experiencing chronic homelessness with a local preference for residents of the Santa Ana community. Fourteen (14) units will serve special needs formerly homeless with a mental illness. A total of 47 studio units (100%) are reserved for extremely low-income individuals at or below 30% of the Area Median Income (AMI). These 47 units are specifically designated for permanent supportive housing for persons who are experiencing chronic homelessness. The proposed unit mix and rent restrictions are as follows:

<b>Bedroom Size</b>	<b>30% AMI (PSH)</b>	<b>Manager's Unit</b>	<b>Total Units</b>
Studio	47		47
Two-Bedroom		1	1
<b>TOTAL</b>	<b>47</b>	<b>1</b>	<b>48</b>

**Density Bonus Agreement**

Jamboree requires approval of a Density Bonus Agreement (“DBA”) to allow the construction of the WISEPlace PSH Project (Exhibit 5). The Planning Commission recommended approval of the Density Bonus Agreement on May 9, 2022 by a vote of 5:0 (Commissioners McLoughlin and Pham absent) (Exhibit 6). In order for the Planning Commission to recommend approval of the Density Bonus Agreement, the Historic Resources Commission recommended approval of the Project on March 3, 2022 by a vote of 8:0 (Commissioner Frazier absent) (Exhibit 7). Jamboree has paid the City's Density Bonus Setup fee in the amount of \$22,097.27 to prepare the agreement.

The California Density Bonus law allows developers proposing five or more residential units to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek up to three incentives/concessions and an unlimited number of waivers, which are essentially variances from development standards that would help a project be built without significant burden and without detriment to public health. The first version of the Density Bonus Law was adopted in 1979 and has since been amended at various times. Recent revisions allow affordable housing developers to request incentives/concessions and/or waivers for 100-percent affordable developments, even if they do not require a numerical density bonus. Moreover, in early 2017, the law was amended to restrict the ability of local jurisdictions to require studies to “justify” the density bonus and requested incentives/waivers and places the onus on local jurisdictions to prove that the incentives/concessions or waivers are not financially warranted.

The purpose of the State Density Bonus Law is to encourage the development and availability of affordable housing by requiring the inclusion of affordable housing units within new developments. Pursuant to California Government Code sections 65915 (d)(1) and 65915 (e)(1), a local jurisdiction is limited in its ability to deny requested concessions and waivers and is preempted from denying the Density Bonus Agreement application. Due to the project’s 100-percent affordability the developer can seek up to three density bonus concessions and unlimited waivers, pursuant to Section 65915 et al. of the California Government Code (Density Bonuses and Other Incentives). Although the City has analyzed the Project for several areas of concern, the conditions of approval proposed for the Project are intended to address any of the Project’s potential impacts. Table 1 outlines the incentives/concessions and waivers requested by Jamboree and WISEPlace:

**Table 1 Requested Incentives/Concessions**

Standard	Required	Provided
Building Height and Number of Stories	The maximum building height for all buildings is 35 feet, or three stories, whichever is less – <b>Broadway Corridor District of the Midtown Specific Plan (SP-3) zoning designation</b>	The new building is proposed at a height of 54 feet and 6-inches and four stories – <b>Requires Concession (1 of 3), Cal. Gov’t Code Sec. 65915 (d)(1)(2)(B)</b>



Standard	Required	Provided
Underground Utility Installations	All utilities as part of the proposed project shall be required to be installed underground – <b>Section 41-626 of SAMC - Underground utility installations.</b>	All proposed utilities will be undergrounded with the exception of existing overhead power lines over the existing building along with recorded Southern California Easement (to remain) – <b>Requires Concession (2 of 3), Cal. Gov’t Code Sec. 65915 (d)(1)(2)(B)</b>

As designed, the Project is eligible to exercise its ability to seek State density bonus incentives and/or concessions because it is a 100-percent affordable project for permanent supportive housing. However, the Project does not seek an increase in allowable dwelling units as the Project is designed as an adaptive reuse project. Pursuant to Article XVI.II (Adaptive Reuse) in the SAMC, adaptive reuse projects can exceed the maximum general plan density provided the adaptive reuse project complies with the development standards.

In addition, the site is parked in compliance with California Government Code Section Cal. 65915 (p)(4). Pursuant to the California Density Bonus Law, and upon the request of the developer, a City cannot impose any minimum vehicular parking requirement for a rental supportive housing development, as defined in Section 50675.14 of the California Health and Safety Code. Although not required to provide parking, the site provides twenty (20) total parking spaces, or 0.42 spaces per unit, which includes two accessible parking stalls. Lastly, pursuant to the adaptive reuse ordinance, parking spaces are not required for any converted use within the building. Therefore, no parking is required for the administrative/residential portions of the converted building within the one-story portion of the building.

*Key Terms in the Density Bonus Agreement*

The following is a list of key terms in the Density Bonus Agreement:

- **Term of Agreement.** The term of the Agreement shall commence on June 21, 2022 and shall continue until the date that is fifty-five (55) years after the City issues the last certificate of occupancy for the Project.
- **Project.** Developer shall develop, operate, and maintain, or cause the development, operation and maintenance of, the Property as a forty-eight (48) unit rental residential community, with forty-seven (47) Affordable Units for Extremely Low Income Tenants.
- **Unit Mix.** No less than forty-eight (48) Units, which shall be comprised of forty-seven (47) studio units designated as Affordable Units pursuant to the terms and conditions of the Agreement.
- **Affordable Rent Schedule.** The rents shall be the maximum Monthly Rent that may be charged to and paid by an Extremely-Low Income Tenant whose income

does not exceed thirty (30%) of the area median income for Orange County.

- **Selection of Tenants.** Each Affordable Unit shall be leased to Eligible Households that are chronically homeless and document-ready individuals on the Coordinated Entry List. All residents will be referred from the County of Orange Coordinated Entry System. Developer shall give preference in leasing units to households that live and/or work in the City of Santa Ana or who have an active Housing Choice Voucher.
- **Onsite Supportive Services, Programs and Amenities.** Developer shall provide residents of the Project, or cause to be provided to residents of the Project, access to discounted or no-cost onsite supportive services, programming and amenities that promote independent living and economic mobility and include but are not limited to health and wellness services, social activities, and physical or recreational amenities.
- **Maintenance.** Owner shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in a decent, safe and sanitary manner, regardless of cause of the disrepair, to the extent commercially reasonable.
- **Onsite Parking Management Plan.** Developer has agreed to provide twenty (20) onsite parking stalls for residents and visitors of the Project and actively monitor the parking demand of the Project site. Developer shall continually monitor and take commercially reasonable measures to manage the parking demand of the Project site - to mitigate the use of offsite parking spaces on private or public properties and/or right-of-way. Prior to issuance of the Certificate of Occupancy, Developer shall submit and obtain approval from the Planning and Building Agency of a Parking Management Plan ("PMP") to address the parking demands of the Project. The approved PMP shall be adhered to and be enforced by the Project at all times.

The Density Bonus Agreement has been pre-signed by the developer indicating their acceptance of the terms. The agreement is not considered final until the City Council has reviewed and approved the agreement, and the agreement is executed by all parties.

### **CDBG Loan Forgiveness**

In 1993, the former Community Redevelopment Agency of the City of Santa Ana ("Former Agency") provided WISEPlace, formerly known as the YWCA of South Orange County, a \$50,000 predevelopment loan of tax increment funds for the purposes of developing a Single Room Occupancy Hotel ("SRO") project on the site. However, this project was deemed financially infeasible by the Former Agency, and in August 1999, the \$50,000 predevelopment loan was forgiven by the Former Agency.

In 1996, the City provided WISEPlace a \$900,000 loan of Community Development Block Grant ("CDBG") funds ("CDBG Loan") to finance the rehabilitation of the site for the purposes of providing permanent affordable rental housing. The CDBG Loan was

structured with a 55-year term and a 1% simple interest rate. The loan repayments were to be made from 50% of the project's residual receipts.

In 2001, the City amended the terms of the CDBG Loan. At that time, the outstanding principal balance of the loan was set at \$916,265, which consisted of two components: (1) a \$250,000 component, and (2) a \$666,616 component. The amended promissory note set the loan term at 55 years – starting in 2002 and ending in 2056. The interest rate was set at 1% and was applied to the \$666,265 component of the CDBG Loan, which resulted in annual interest payment of \$6,662.65 per year.

WISEPlace was required to make interest only payments of \$6,662.65 per year for the 55-year loan term. However, as long as the project was not in default, the amended promissory note required the City to forgive \$16,666 of the CDGB Loan per year for the first 15 years. This resulted in \$250,000 of the \$916,265 CDBG Loan being forgiven. The current outstanding loan balance is currently \$723,446.41. Per the terms of the amended promissory note, WISEPlace is required to continue paying annual interest only payments until the end of the loan term in 2056. The entire balance of the CDBG Loan (\$723,446.41 plus interest) will become due and payable at that time.

The current financial structure of the Project requires WISEPlace to enter into a long-term ground lease with a to-be-formed Tax Credit partnership. The Tax Credit partnership will consist of WISEPlace, Jamboree and a Tax Credit Investor. However, per discussions with Jamboree and WISEPlace, the Tax Credit partnership cannot assume any of WISEPlace's existing debt – including the existing CDBG Loan. Furthermore, given that the Tax Credit partnership will be ground leasing the site from WISEPlace, there are no available sales proceeds to pay off the existing CDBG Loan. As such, to effectuate the proposed WISEPlace PSH project, WISEPlace is requesting forgiveness of the existing CDBG Loan.

Staff recommends that the City Council approve WISEPlace's CDBG Loan forgiveness request. As discussed above, the amended promissory note already allowed for loan forgiveness during the first 15 years of the loan term. The additional loan forgiveness would be in line with past City actions regarding loans provided to WISEPlace. In addition, the CDBG Loan is structured with interest only payments; therefore, none of the outstanding principal balance is currently being paid down. This would leave an outstanding balance of \$723,446.41 plus interest to be repaid in full in Year 2056. Additionally, as part of the proposed Project, the City will be placing new City loan(s) on the Project. Thus, the City will still be entitled to receive residual receipts from the PSH project.

### **ENVIRONMENTAL IMPACT**

Pursuant to the Adaptive Reuse Ordinance (Ordinance No. NS-2874), the proposed project is found and determined to be consistent with the General Plan of the City of Santa Ana. Therefore, in accordance with the California Environmental Quality Act, the

recommended action is exempt from further review under Section 15194 (Affordable Housing Exemption), as this project meets all the required criteria as a 100-percent affordable/permanent supportive housing development. Based on this analysis, a Notice of Exemption, Environmental Review No. 2022-05 will be filed for this project.

**FISCAL IMPACT**

The various agreements, including the loan agreements, are estimated to be finalized for City Council approval in FY 2022-23. Upon future approval of the loan agreements, funds will be budgeted and available as shown below:

<b>Fiscal Year</b>	<b>Accounting Unit – Account #</b>	<b>Fund Description</b>	<b>Accounting Unit, Account Description</b>	<b>Amount</b>
FY 22-23	18218780-69152	HOME-ARP Program	Loans & Grants	\$5,256,327
FY 22-23	41718820-69152	Inclusionary Housing Fund	Loans and Grants	\$484,000
<b>Total Loans</b>				<b>5,740,327</b>

The forgiveness of the CDBG Loan will have two impacts. First, the \$6,662.65 per year for the remainder of the loan term will no longer be paid to the City. Second, the entire balance of the CDBG Loan due to the City will be forgiven and no longer payable to the City.

**EXHIBITS**

1. [Staff Report from December 7, 2021](#)
2. Pre-Commitment Letter with Jamboree and WISEPlace
3. Preliminary Financial Gap Analysis by Keyser Marston Associates
4. Proposed Project Renderings / Preliminary Site Plan
5. Density Bonus Agreement
6. [Planning Commission Staff Report from May 9, 2022](#)
7. [Historic Resources Commission Staff Report from March 3, 2022](#)

Submitted By: Steven A. Mendoza, Assistant City Manager

Approved By: Kristine Ridge, City Manager

MAYOR  
Vicente Sarmiento  
MAYOR PRO TEM  
Phil Bacerra  
COUNCILMEMBERS  
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Nelida Mendoza  
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Thai Viet Phan



CITY MANAGER  
Kristine Ridge  
CITY ATTORNEY  
Sonia R. Carvalho  
CLERK OF THE COUNCIL  
Daisy Gomez

**CITY OF SANTA ANA**  
**COMMUNITY DEVELOPMENT AGENCY**  
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Santa Ana, California 92702  
[www.santa-ana.org](http://www.santa-ana.org)

June 21, 2022

Tish Kelly  
Vice President, Development  
Jamboree Housing Corporation

**Sent via E-mail**

Brateil Aghasi  
Chief Executive Officer  
WISEPlace

Re: WISEPlace Permanent Supportive Housing  
1411 N. Broadway, Santa Ana, CA 92706  
Pre-Commitment Letter for HOME – American Rescue Plan (“HOME –ARP”) Loan,  
Inclusionary Housing Funds Loan, Twenty-Five (25) Project-Based Vouchers, and  
CDBG Loan Forgiveness

Dear Meses. Kelly and Aghasi,

Jamboree Housing Corporation (“Jamboree”), in partnership with the fee owner of the WISEPlace apartment development (“Owner,” and collectively with Jamboree, the “Developer”), requested financial assistance in connection with the proposed development of a forty-eight (48) unit affordable housing complex, with forty-seven (47) units restricted for chronically homeless individuals, to be located at 1411 N. Broadway, Santa Ana, CA 92706 (APN 398-523-04) (the “Project”).

The Project will be an adaptive reuse of the existing one-story structure and the demolition of the existing two-story gym structure along Sycamore. The new construction component will include one story within the existing building along Broadway and a four-story new building along Sycamore. The Project requires a Density Bonus Agreement to be approved by the City Council.

The City of Santa Ana (“City”) and the Housing Authority of the City of Santa Ana (“Housing Authority”) have reviewed the Developer's request for assistance, and at the

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City Council / Special Housing Authority meeting on June 21, 2022, the City Council and Housing Authority Board authorized and approved issuance of this pre-commitment letter evidencing the preliminary award of (collectively, the "City Assistance"):

- A loan in the maximum amount of \$5,256,327 funded from the HOME Investment Partnerships Program – American Rescue Plan ("HOME –ARP") funds held by the City of Santa Ana for the Project ("HOME-ARP Loan");
- A loan in the maximum amount of \$484,000 from the Inclusionary Housing Fund held by the City for the Project ("Inclusionary Loan") to be used for relocation purposes only if necessary;
- Twenty-Five (25) U.S. Department of Housing and Urban Development Project-Based Vouchers ("PBV") from the Housing Authority of the City of Santa Ana.

This letter shall evidence the City's pre-commitment of the City Assistance to the Developer for the Project subject to the conditions described below.

City Assistance:

The amount of the proposed City Assistance has been determined based upon the City's review of the Developer's request for the receipt of the City Assistance and the development proforma and projected cash flows for the Project submitted by the Developer to the City ("Proforma"). The City Manager has authority to approve revised development proformas and projected cash flows for the Project; provided, however, that the City Assistance is not increased or extended.

The City Assistance shall include the following loan terms:

- The HOME-ARP Loan shall be for a maximum principal amount of \$5,256,327, or as much thereof as is disbursed for hard and soft costs in constructing the Project, provided from the HOME Investment Partnerships Program – American Rescue Plan fund:
  - A portion of the \$5,256,327 will be in the form of capital funds, repayable from residual receipts.
  - The remaining portion of the \$5,256,327 will be in the form of capitalized operating subsidy reserve.
  - The exact amounts may be determined at construction closing.
- 3% simple interest per annum.
- Repayment from 50% of Residual Receipts (pro-rata with payments due in connection with other financing provided by other public agencies) (after payment of operating expenses, including social services expenses and monitoring fees, debt service, any deferred developer fee, and partnership fees to be described in the Agreement), with the remaining 50% to be disbursed to the Developer.

- Any repayments to the soft loans must be based on the pro rata share of all the soft loan balances (the same as the residual receipts splits).
- Remaining principal and accrued interest due upon the 55th anniversary of the issuance of Certificate of Occupancy or earlier upon sale, refinancing or an uncured default. On that date, the City agrees to review the performance of the Property and consider in good faith any reasonable request by Developer to modify the terms or extend the term of the City Promissory Note. Additionally, the City will receive 50% of the net proceeds received from any sale or refinancing of the Project in order to repay any outstanding principal or interest due on the City Promissory Note, after payment of outstanding conventional debt, payment in full of any deferred developer fee, payment for any necessary repairs, and establishment of any reserves and transaction costs.
- Cost savings from the Project, if any, will be applied first to pay down the City Assistance, subject to compliance with the Tax Credit Allocation Committee (“TCAC”) Regulations and California Health and Safety Code, as applicable.
- After all other funding sources have been secured through enforceable funding commitments, a HOME Subsidy Layering Review is required in order to confirm the eligible amount of HOME-ARP funds committed to the Project.
- An environmental review in compliance with the National Environmental Policy Act is required prior to entering into a Loan Agreement for the HOME-ARP funds committed to the Project.

The HOME-ARP Loan shall also require specific HOME-ARP designated units in the Project. The City’s preliminary HOME-ARP Cost Allocation Analysis suggests that approximately nine (9) units in the Project will be designated as HOME-ARP assisted-units.

The Inclusionary Loan shall have the same terms above and be for a maximum principal amount of \$484,000, or as much thereof as is disbursed for relocation benefits for current WISEPlace residents in the event the residents are not matched with an alternative housing or shelter option prior to the start of construction and would need to vacate the site, provided from the Inclusionary Housing Fund. If relocation assistance is to be provided to the site occupants per the same requirements as the Uniform Relocation Act (“URA”) or California Relocation Regulations, the Owner will also contribute an equal amount, dollar for dollar, in matching funds to the Inclusionary Loan. For example, if the twenty (20) current WISEPlace residents are provided relocation assistance as calculated per the requirements of the URA and California State Relocation Regulations, the estimated total for relocation payments will be \$968,000, to be paid equally by the Inclusionary Loan and the Owner. The Owner will work with staff to relocate their 20 WISEPlace residents prior to the start of construction of the project. The Inclusionary Loan is for relocation purposes only, so if the Owner is able to relocate residents prior to the start of construction of the project, then the Inclusionary Loan funds shall be

proportionately reduced, or will not be required at all if all residents are relocated prior to the commencement of the project.

Project-Based Vouchers:

The basic terms of the award are as follows:

- Funding Source: The twenty-five (25) PBVs will be funded exclusively out of the tenant-based voucher program annual budget authority received by the Housing Authority from the U.S. Department of Housing and Urban Development (HUD).
- Rents: The PBV Housing Assistance Payments (HAP) Contract rents below are preliminary and contingent upon a reasonable rent determination to be conducted by the Housing Authority at the time of execution of the HAP Contract:
  - Studio:           \$1,682

In accordance with HUD regulations and SAHA's Administrative Plan, these rents are subject to review prior to the execution of a HAP contract.

- Annual Amount: The Project will receive PBVs for twenty-five (25) units:

Unit Size	30% AMI	
	No. Units	Proposed Rent
Studio	25	\$1,682

The estimated maximum annual amount received under this award is \$560,100. These estimates assume 100% occupancy of the units over the twelve-month period with contract rent amounts limited to the current applicable Santa Ana Housing Authority Payment Standard.

- Term: The HAP Contract will have a term of twenty (20) years. Any time before the expiration of the HAP Contract, the Developer may request an additional twenty (20) years, subject to a determination by the Housing Authority that it is appropriate to continue providing permanent supportive housing for chronically homeless individuals or to expand housing opportunities and HUD funding. Subsequent extensions are subject to the same requirements.
- Units Receiving Assistance: The maximum number of units receiving PBV assistance will be twenty-five (25).
- Local Preference:
  - All individuals and families shall be chronically homeless individuals with, subject to compliance with applicable fair housing laws, a preference for



local residents from the City of Santa Ana based on the City's local residency screening criteria.

- An absolute preference shall be for current WISEPlace residents who are unable to be relocated prior to the start of construction and who qualify for relocation assistance paid for by the Inclusionary Loan and the Owner until the completion of the project. The "absolute" nature of this preference means that these current WISEPlace shelter residents will be selected if determined eligible for occupancy at the project before any other applicants are to be determined eligible.

#### CDBG Loan Forgiveness:

In 1996, the City provided the Owner a \$900,000 loan of Community Development Block Grant ("CDBG") funds ("CDBG Loan") to finance the rehabilitation of the site for the purposes of providing permanent affordable rental housing. The CDBG Loan was structured with a 55-year term and a 1% simple interest rate. The loan repayments were to be made from 50% of the project's residual receipts.

In 2001, the City amended the terms of the CDBG Loan. At that time, the outstanding principal balance of the loan was set at \$916,265, which consisted of two components: (1) a \$250,000 component, and (2) a \$666,616 component. The amended promissory note set the loan term at 55 years – starting in 2002 and ending in 2056.

The current outstanding CDBG Loan balance is currently \$723,446.41. Per the terms of the amended promissory note, the Owner is required to continue paying annual interest only payments until the end of the loan term in 2056. The entire balance of the CDBG Loan (\$723,446.41 plus interest) will become due and payable at that time. Following the fulfillment of the conditions provided herein, the entirety of the CDBG Loan will be forgiven by the City, including any interest that may have accrued since the date of this letter.

#### General Provisions:

The City's obligation to provide the City Assistance and CDBG Loan Forgiveness to the Project is subject to each of the following conditions:

- Developer must provide proof that it has secured all of its remaining financing for the development of the Project in the form of enforceable funding commitments, which may include 9% or 4% Federal Low Income Housing Tax Credits, State Housing Tax Credits, a commitment of affordable housing funds from the County of Orange or State of California, Section 8 project-based vouchers from the Orange County Housing Authority, or any other funding source needed in the Project's capital stack to develop the Project before staff will return to the City Council for consideration of the HOME-ARP Loan Agreement and Inclusionary Loan Agreement.

- 100% of the affordable units (less one (1) manager's unit) in the Project will be restricted to extremely low-income, chronically homeless households at 30% of the Area Median Income.
- The Project consists of forty-seven (47) permanent supportive housing units for chronically homeless individuals and families. All individuals and families shall be referred from the Orange County Coordinated Entry System except for those current WISEPlace residents who qualify for an absolute preference.
- The rent standards for the Project must comply with the strictest of the standards imposed by TCAC and the HOME Program regulations, or other funding sources contributed to the Project, as applicable and with respect to the units assisted by each applicable funding source.
- All provided funding and Project requirements shall conform to the City's most recently adopted Affordable Housing Funds Policies and Procedures, unless alternative requirements are expressly provided in the executed Loan Agreements for the City Assistance or any other documents related to the development of the Project.
- Approval of all required entitlements and discretionary actions, to allow the adaptive reuse and construction (as applicable) of a forty-eight (48) unit affordable housing complex, with forty-seven (47) units restricted for chronically homeless individuals, to be located at 1411 N. Broadway, Santa Ana, CA 92706 (APN 398-523-04).
- The City's obligation to provide the City Assistance and CDBG Loan Forgiveness is and shall remain subject to all covenants, conditions, and restrictions set forth in the Loan Agreements, and in particular the City's analysis of the available funding sources and development and operating costs of the Project and the overall economic feasibility of the Project.
- Review and approval of the Loan documents evidencing the City Assistance by the City Council including the Loan Agreement(s), Promissory Note(s), Affordability Restrictions and Deed(s) of Trust.
- Developer must provide proof that it has received and reviewed three general contractor bids, and that all subcontractors are competitively bid out. Specifically, the Developer must obtain three general contractor bids; all subcontractors must be competitively bid out; and the City must review and approve the final general contractor's contract.
- Execution of HAP Contracts and all necessary documents for the PBV's.
- Compliance with applicable federal regulations set forth in 24 Code of Federal Regulations (CFR) Part 570 and 24 CFR Part 983, applicable HOME-ARP requirements, and all other federal, state, and local laws and regulations.

Developer, at its sole cost and expense, will be responsible for securing any and all permits and discretionary approvals that may be required for the Project by the City or any other federal, state, or local governmental entity having jurisdiction over the Property or Project. Notably, this pre-commitment letter shall not obligate the City or any department thereof to approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the construction, rehabilitation, installation or operation of the Project.

This pre-commitment letter for the Project will expire on June 21, 2024.

If you have any questions or require any additional information regarding this pre-commitment letter, please contact Judson Brown, Housing Division Manager, by telephone at (714) 667-2241 or by e-mail at [jbrown@santa-ana.org](mailto:jbrown@santa-ana.org).

Sincerely,

***On behalf of the City of Santa Ana:***

***On behalf of the Housing Authority of  
the City of Santa Ana:***

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Kristine Ridge  
**City Manager**

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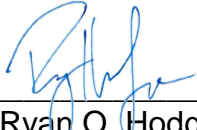
Steven A. Mendoza  
**Executive Director**

Attest:

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Daisy Gomez  
**Clerk of the Council / Recording Secretary**

APPROVED AS TO FORM  
Sonia R. Carvalho  
Authority General Counsel



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By: Ryan O. Hodge  
Assistant City Attorney



**KEYSER MARSTON ASSOCIATES™**  
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

## MEMORANDUM

**ADVISORS IN:**  
Real Estate  
Affordable Housing  
Economic Development

**BERKELEY**  
A. Jerry Keyser  
Debbie M. Kern  
David Doezeema

**LOS ANGELES**  
Kathleen H. Head  
James A. Rabe  
Gregory D. Soo-Hoo  
Kevin E. Engstrom  
Julie L. Romey  
Tim R. Bretz

**SAN DIEGO**  
Paul C. Marra

**To:** Judson Brown, Housing Division Manager  
City of Santa Ana

**From:** Tim Bretz

**Date:** June 4, 2022

**Subject:** WISEPlace Permanent Supportive Housing – Preliminary Financial Gap Analysis

At your request, Keyser Marston Associates, Inc. (KMA) prepared a preliminary financial gap analysis for the project proposed to be developed at 1411 North Broadway (Site) by WISEPlace and Jamboree Housing Corporation (collectively “Developer”). The Developer is proposing to construct a 48-unit apartment project with 47 units designated as Permanent Supportive Housing (PSH) units and restricted to extremely-low income households (Project). One unit will be unrestricted and reserved for an on-site manager.

The Developer is requesting financial assistance from the City of Santa Ana (City) for the purposes of developing the Project. The purpose of this KMA analysis is to evaluate the Developer’s request for financial assistance.

### EXECUTIVE SUMMARY

#### Estimated Financial Gap

The results of the KMA preliminary financial gap analysis are compared to the Developer’s financial assistance request in the following table:

	KMA	Developer	Difference
Total Development Costs	\$28,726,000	\$28,785,000	(\$59,000)
Outside Funding Sources	23,529,000	23,529,000	-0-
Financial Gap	\$5,197,000	\$5,256,000	(\$59,000)

As shown in the preceding table, KMA estimates the Project's financial gap at \$5.20 million, which is \$59,000, or approximately 1% less than the Developer's financial gap estimate. This differential can be considered inconsequential for a Project of this magnitude.

### Proposed Funding Sources

The following summarizes the proposed funding sources for the Project:

1. The Housing Authority of the City of Santa Ana (Housing Authority) proposes to provide twenty-five (25) Section 8 Project-Based Vouchers (PBVs) that are allocated to the Housing Authority by the United States Department of Housing and Urban Development (HUD).
2. The Developer is proposing to apply for 9% Federal Low Income Housing Tax Credits (Tax Credits) that are competitively awarded by the California Tax Credit Allocation Committee (TCAC). The net Federal Tax Credit proceeds are estimated at \$20.05 million.
3. The Developer was awarded a \$2.48 million loan of Mental Health Services Act (MHSA) funds from the Orange County Housing Finance Trust (OCHFT).
4. The Developer applied for a \$1.0 million loan of Affordable Housing Program (AHP) funds that are awarded by the Federal Home Loan Bank of San Francisco.

### PROJECT DESCRIPTION

WISEPlace currently owns the Site, and uses the location for their headquarters. The property has earned a Landmark Designation for serving women as the former YWCA. The Site is improved with a one-story structure facing Broadway and a two-story structure along Sycamore Street. As the Landmark Designation status prohibits

demolition and redevelopment of the property, the Developer is proposing an adaptive reuse of the existing one-story structure. The Developer proposes to demolish the existing two-story structure along Sycamore Street, which would then be replaced with a newly constructed four-story building.

In order to develop the Project, WISEPlace proposes to ground lease the Site to the Developer (partnership between WISEPlace and Jamboree Housing Corporation) for \$1 per year. The ground lease will be for a term of at least 65 years.

The proposed scope of development can be described as follows:

1. The Site is comprised of 0.6 acres, or 26,136 square feet of land area.
2. The Project’s unit mix is as follows:

	Number of Units	Unit Size (SF)
Studio Units	47	410
Two-Bedroom Units	1	979
Total / Weighted Average	48	422

3. The gross building area (GBA) is estimated at 31,428 square feet, which is comprised of the following:
  - a. The residential living area is estimated at 20,267 square feet;
  - b. The community room / leasing / social service GBA is estimated at 6,502 square feet; and
  - c. The circulation / common area GBA is estimated at 4,659 square feet.
4. The Project includes 20 at-grade structured parking spaces, which equates to approximately 0.4 parking spaces per unit.
5. The Project’s proposed affordability mix is as follows:

Tax Credit @ 30% Median / Low HOME	47
Unrestricted Manager's Unit	1
Total Units	48

## FINANCIAL GAP ANALYSIS

KMA prepared a pro forma analysis to assist in evaluating the Developer's proposal. The analysis is located at the end of this memorandum, and is organized as follows:

Table 1: Estimated Development Costs
Table 2: Stabilized Net Operating Income
Table 3: Financial Gap Calculation
Table 4: Capitalized Operating Subsidy Reserve Analysis
Table 5: Cash Flow Analysis

## ESTIMATED DEVELOPMENT COSTS (TABLE 1)

KMA reviewed the Developer's development cost estimates, and then independently prepared a pro forma analysis for the Project. The resulting development costs are estimated as follows:

### **Direct Costs**

The direct cost estimates assume that the Project will be subject to State of California and/or Federal Davis Bacon prevailing wage requirements. The direct costs applied in this analysis are based on estimates provided by the Developer and can be summarized as follows:

1. The Developer estimated the off-site improvement costs at \$463,000. City staff should verify the scope and cost of the off-site improvements required to serve the Project.

2. The on-site improvement costs are estimated at \$54 per square foot of land area, or \$1.41 million. This includes the demolition costs of one existing building.
3. The residential building costs are estimated at \$425 per square foot of GBA, or \$13.36 million. This includes the podium parking costs for 20 podium parking spaces. In addition, this line item includes the adaptive reuse costs for the existing one-story building which will remain on the Site.
4. A \$192,000 allowance for furnishing, fixtures and equipment is provided.
5. A 14% allowance for contractor fees and general requirements is provided, which is the maximum allowed by TCAC.
6. An allowance for construction bonds / general liability insurance at 2% of construction costs is provided.
7. A direct cost contingency allowance equal to 5% of other direct costs is provided.

KMA estimates the total direct costs at \$18.85 million. This equates to \$597 per square foot of GBA

It is important to note that the Project's direct cost estimates are at the high end of the typical range for similar affordable housing projects. Per the Developer, they worked with their in-house general contractor to estimate the direct costs used in this analysis. The Developer stated that their cost estimates are based on similar developments that were recently bought out and also based on feedback from major subcontractors with regards to current pricing. However, the construction industry is currently experiencing exponential increases in costs due to supply chain issues and labor shortages.

In addition, the Developer noted that the Project consists of a hybrid of adaptive reuse/rehabilitation and new construction. Based on the Developer's experience, unforeseen conditions are often discovered when opening up existing walls, foundations, roofs, etc. that lead to increased costs. Furthermore, the historic nature of the building adds additional complexity, as the Developer will need to work around and refurbish existing features. The direct cost budget includes additional costs such as support for the existing roof while removing load-bearing walls and replacing items that are in disrepair with items that match the building's historic character.



Prior to formally committing any funds, the City should review the general contractor's contract to confirm the validity of the cost estimates used in this analysis. If the costs identified in the general contractor's contract differ from the estimates used in this analysis, this analysis may need to be updated accordingly.

### ***Indirect Costs***

1. The architecture, engineering and consulting costs are estimated at 7% of direct costs
2. The Developer estimates the public permits and fees costs at \$1.49 million, or approximately \$31,000 per unit. City staff should verify the accuracy of this estimate.
3. The taxes, insurance, legal and accounting costs are estimated at 3% of direct costs.
4. The Developer included an \$85,000 allowance for relocation costs in the development budget.
5. An approximately \$2,700 per unit allowance for marketing and leasing costs is provided.
6. The Developer Fee is set at \$2.20 million, which is the maximum amount allowed to be included in the Project by TCAC.
7. An indirect cost contingency allowance equal to 10% of other indirect costs is provided.

KMA estimates the total indirect costs at \$6.25 million.

### ***Financing Costs***

The financing costs for the Project are estimated as follows:

1. The construction period and absorption period interest costs are estimated at \$1.16 million. This estimate is based on the following assumptions:
  - a. A \$16.58 million construction loan;

- b. A 5.25% interest rate;
  - c. A 20-month construction period with a 50% average outstanding loan balance; and
  - d. A 10-month absorption/conversion period with a 100% average outstanding balance.
2. The financing fees for the construction loan are estimated at 1.25 points, or \$207,000.
3. The following capital reserves are included:
  - a. A \$2.10 million Capitalized Operating Subsidy Reserve (COSR) is provided. The COSR was sized based on the estimated operating deficits over a 20-year period (See Table 4 for KMA estimate).
  - b. A \$146,000 capitalized operating reserve, which is equal to three months of operating expenses.
4. The Tax Credit fees are estimated at \$107,000 based on the following:
  - a. A \$2,000 application fee;
  - b. A \$410 per unit monitoring fee; and
  - c. Four percent (4%) of gross Tax Credit proceeds for one year.

KMA estimates the total financing costs at \$3.72 million.

### ***Total Development Costs***

As shown in Table 1, KMA estimates the total development costs at \$28.73 million, which equates to approximately \$598,500 per unit. This is \$59,000 less than the Developer's estimate, which equates to a less than 1% differential.

It is important to note that the total development costs include a \$2.10 million COSR, which will be used to fund operations over a 20-year period. When the \$2.10 million is removed from the total development costs, the total construction costs equate to \$26.63 million, or \$554,700 per unit.

In addition, as noted above, the direct cost estimates are at the high end of the typical range. KMA recommends that the City require the Developer to receive three general contractor bids, and ensure that all subcontractors are competitively bid out. If the costs included in the final general contractor contract differ from those utilized in this analysis, this analysis may need to be updated accordingly.

### STABILIZED NET OPERATING INCOME (TABLE 2)

The Project's funding sources include Tax Credits, an OCHFT Loan, and an AHP Loan. In addition, the City intends to utilize HOME – American Rescue Plan (HOME-ARP) funds for the Project. These programs publish the applicable income limits for households that are qualified for reside in the development.

TCAC publishes rent standards for projects that receive Tax Credits. In addition, the HOME Program publishes rent standards that KMA recommends the City utilize to comply with HOME-ARP regulations. Given that the Project is structured as a 100% PSH project reserved for homeless households, the Developer assumes that the tenants will pay rent payments equal to 30% of Supplemental Security Income (SSI).

The Developer will be required to adhere to the strictest of the standards imposed by the funding sources contributed to the Project.

#### ***Achievable Rent Income***

The Project rents must adhere to the most restrictive of the requirements imposed by the funding sources. The rents used in this analysis are based on 2022 information published by HUD and TCAC. The maximum allowable rents, net of the appropriate utility allowances, are estimated as follows:<sup>1</sup>

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<sup>1</sup> The Project will pay for all utilities. Therefore, no utility allowance is deducted from the rents.

<b>Rent Restriction</b>	<b>Studio Units</b>
<u>30% AMI TCAC / Low HOME / 30% SSI (PSH)<sup>2</sup></u>	
Number of Units	47
Low HOME Rent	\$1,186
TCAC Rent	\$711
30% SSI Rent <sup>3</sup>	\$286
<b>Applicable Rent</b>	<b>\$286</b>

### ***Estimated Effective Gross Income***

KMA estimates the Project's effective gross income (EGI) at approximately \$583,300 based on the following assumptions:

1. The gross rental income is estimated at \$161,300.
2. The PBV subsidy overhang is estimated at \$418,800 based on a payment standard of \$1,682 for studio units.
3. Laundry and miscellaneous income is estimated to average \$9 per unit per month for a total of \$5,200 per year.
4. A vacancy and collection allowance equal to 7% of gross rental income is provided, which equates to \$41,000.
5. The first year COSR withdrawal is estimated at \$39,000

### ***Estimated Operating Expenses***

KMA estimates the Project's operating expenses at approximately \$583,400 based on the following assumptions:

1. The general operating expenses are estimated at approximately \$8,450 per unit per year. This is at the high end of the typical range for similar affordable

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<sup>2</sup> AMI = Area Median Income

<sup>3</sup> Per Developer.

housing projects. Per the Developer, the Heroes Landing project currently operates at \$7,200 per unit. Heroes Landing includes 76 units, and as such, economies of scale will be lost at the Project due to its smaller size. In addition, given that the Project is 100% PSH units, the Developer is implementing voice-down security measures, which adds \$36,000 to the annual operating budget.

2. KMA assumes the Developer will apply for the property tax abatement that is accorded to non-profit housing organizations that own and operate apartment units that are restricted to households earning less than 80% of the Median. The Developer estimates that the Project will incur \$6,700 per year in property tax assessment override costs.
3. The Developer is proposing to provide social services at an estimated cost of \$149,800 per year, or \$3,170 per PSH unit. This estimate is at the high end of the typical range. Per the Developer, this budget includes a 1.5 full-time equivalent (FTE) case manager, a 0.5 FTE resident services coordinator, and miscellaneous expenses such as staff benefits, supplies and indirect costs including administration, insurance, legal and accounting. The City should develop a social services plan with the Developer to ensure that the social services provided to the Project align with the Developer's proposed social services budget.
4. The Project will be subject to an OCHFT monitoring fee set at \$4,800 per year.
5. The Developer provided an allowance for replacement reserve deposits at \$360 per unit per year, which meets the requirements of both TCAC and the OCHFT Program.

### ***Stabilized Net Operating Income***

The Project's effective gross income is estimated at \$583,000, and the operating expenses are estimated at \$583,000. This results in an estimated stabilized net operating income of \$0. It's important to note, that the Project's NOI would be negative without the subsidy provided by the COSR.

## FINANCIAL GAP CALCULATION

The financial gap is estimated by deducting the available outside funding sources from the Project's total development costs. The outside funding sources anticipated to be received by the Project are described in the following sections of this analysis.

### ***Available Funding Sources***

#### *Permanent Loan*

The Project's NOI does not support a permanent loan.

#### *Tax Credit Proceeds*

#### *Tax Credit Basis*

KMA estimates the net Tax Credit proceeds at \$20.05 million. This estimate is based on the following assumptions:

1. The Project's eligible Tax Credit basis is equal to the lesser of the depreciable costs for the 48 Tax Credit units, or the threshold basis limits established by TCAC. In this case, the Project's depreciable costs are less than the threshold basis limits allowed by TCAC.
2. To increase the competitiveness of the Project's Tax Credit application in the TCAC tiebreaker process, the Developer is proposing to voluntarily exclude a portion of the eligible Tax Credit basis.
3. The Project is located in a designated "Difficult to Develop" census tract.
4. The current Tax Credit regulations set the annual Tax Credit rate at 9.0%. This rate is applied over the 10-year Tax Credit period.
5. 100% of the Project's building area is located in units that qualify for Tax Credits.
6. The net syndication value supported by the Tax Credit is ultimately determined based on competitive market conditions and on the timing of the disbursements. Based on currently available information, KMA and the Developer estimate the proceeds at \$0.94 per gross Federal Tax Credit dollar.

OCHFT Loan

The Developer received an award for a \$2.48 million loan from OCHFT.

AHP Loan

The Developer applied for a \$1.0 million loan of AHP funds.

Deferred Developer Fee

The Developer is not proposing to defer any of the Developer Fee as a permanent funding source.

**Total Available Funding Sources**

As shown in Table 3, KMA estimates the outside funding sources available to the Project to be \$23.53 million.

**Estimated Financial Gap**

Based on the preceding analysis, KMA estimates the Project's financial gap as follows:

Total Development Costs	\$28,726 ,000
(Less) Total Available Outside Funding Sources	(23,529,000)
Financial Gap	\$5,197,000
Per Unit	\$108,300

As shown in the table above, KMA estimates that the Project exhibits a \$5.20 million financial gap. In comparison, the Developer is requesting \$5.26 million in financial assistance from the City. This equates to a \$59,000, or approximately 1% differential, which can be considered inconsequential for a Project of this magnitude.

**CAPITALIZED OPERATING SUBSIDY RESERVE ANALYSIS (TABLE 4)**

KMA also conducted a COSR analysis to estimate the amount of capitalized operating assistance necessary to sustain the Project's operations for a 20-year period.

The following describes the basic cash flow assumptions:

1. Year 1 is based on the pro forma rent and expense assumptions presented in the stabilized NOI analysis (Table 2).
2. Additional revenue and expense assumptions are as follows:
  - a. The affordable rental income, PBV subsidy income and miscellaneous income are escalated at 2.0% per year.
  - b. The general operating expenses and OCHFT monitoring fees are escalated at 3.0% per year.
  - c. The property taxes are escalated at 2.0% per year.
  - d. The social service expenses are escalated at 2.5% per year.
  - e. The replacement reserve deposits remain constant.

As shown in Table 4, the Project's NOI is negative in Year 1, and becomes increasingly negative over the 20-year period. KMA estimates that the operating deficits during this 20-year period total \$2.12 million. In comparison, the Developer is assuming a \$2.10 million COSR for the Project, which is approximately equal to the KMA estimate.

### CASH FLOW ANALYSIS (TABLE 5)

KMA prepared a 55-year cash flow analysis for the Project. The cash flow analysis is based on the assumptions outlined above. As shown in the cash flow, the Project operates at a break-even amount during the first 20 years due to the withdrawal of funds from the COSR.

However, it is important to note that the COSR is expected to be fully expended by Year 20. At that time, the Project's NOI will become immediately negative, and the Project will not be operationally feasible.

As such, the City must anticipate that the Project will require additional operating subsidies after Year 20, or the Project will need to be restructured to generate more rental income. Furthermore, under the current structure, the Project does not generate any residual receipts payments.



## CONCLUSIONS / RECOMMENDATIONS

The following summarizes the conclusions of the KMA analysis:

1. Based on the currently available information, it is KMA's conclusion that the Developer's request for \$5.26 million in financial assistance from the City is supported by the Project's economics.
2. It is important to note that, with the use of a COSR, the Project is structured to be operationally feasible for only 20 years. After Year 20, the Project's NOI is expected to be negative. As such, the Project will need to identify additional operating subsidies or complete a financial restructuring by that time.
3. The Developer's direct costs estimates are at the high end of the typical range. As such, KMA recommends that the City require:
  - a. The Developer should obtain three general contractor bids;
  - b. All subcontractors should be competitively bid out; and
  - c. The City should review the final general contractor's contract, and if the costs differ from those used in this analysis, this analysis may need to be updated.
4. The City will receive Regional Housing Needs Assessment (RHNA) credit for 47 Extremely Low Income units.

**TABLE 1**  
**ESTIMATED DEVELOPMENT COSTS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

<b>I. Direct Costs</b>	1				
Off-site Improvements	2				\$463,000
On-site Improvements		26,136	Sf Land	\$54 /Sf Land	1,410,000
Residential Building Costs		31,428	Sf GBA	\$425 /SF GBA	13,357,000
Furnishings, Fixtures & Equipment					192,000
Contractor Fees / General Requirements			14% Construction Costs		2,132,000
General Liability Insurance / Const Bonds			2% Construction Costs		305,000
Contingency Allowance			5% Other Direct Costs		893,000
<b>Total Direct Costs</b>		<b>31,428</b>	<b>Sf GBA</b>	<b>\$597 /Sf GBA</b>	<b>\$18,752,000</b>
<b>II. Indirect Costs</b>					
Architecture, Engineering & Consulting			7% Direct Costs		\$1,219,000
Public Permits & Fees	2	48	Units	\$31,049 /Unit	1,490,000
Taxes, Insurance, Legal & Accounting			3% Direct Costs		563,000
Relocation Costs					85,000
Marketing & Leasing		48	Units	\$2,667 /Unit	128,000
Developer Fee	3		11% Eligible Costs		2,200,000
Contingency Allowance			10% Other Indirect Costs		569,000
<b>Total Indirect Costs</b>					<b>\$6,254,000</b>
<b>III. Financing Costs</b>					
Interest During Construction	4	\$16,577,000	Loan Amount	5.25% Interest	\$1,160,000
Financing Fees					
Construction Loan		\$16,577,000	Loan Amount	1.25 Points	207,000
Capitalized Reserves					
COSR	5				2,100,000
Operating Reserve			3 Months Op Exp		146,000
TCAC Fees	6				107,000
<b>Total Financing Costs</b>					<b>\$3,720,000</b>
<b>IV. Total Construction Costs (Net COSR)</b>		<b>48</b>	<b>Units</b>	<b>\$554,700 /Unit</b>	<b>\$26,626,000</b>
<b>Total Development Costs</b>		<b>48</b>	<b>Units</b>	<b>\$598,500 /Unit</b>	<b>\$28,726,000</b>

<sup>1</sup> Estimates assume that Federal Davis Bacon and/or State prevailing wage requirements will be imposed on the Project. The direct costs are based on Developer estimates, and will need to be verified with general contractor bids.

<sup>2</sup> Based on Developer estimate. City staff should verify this estimate.

<sup>3</sup> Equal to the maximum amount allowed by TCAC.

<sup>4</sup> Includes debt on the 90% of the Tax Credit Equity that will not be funded during construction. Assumes a 20-month construction period with a 50% average outstanding balance and a 6-month absorption period with a 100% average outstanding balance.

<sup>5</sup> Based on Developer estimate. See TABLE 4 for KMA estimate.

<sup>6</sup> Includes a \$2,000 application fee; \$410/unit monitoring fee; and 4% of the gross Tax Credit proceeds for one year.

**TABLE 2**  
**STABILIZED NET OPERATING INCOME**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

<b>I. <u>Income</u></b>	<sup>1</sup>			
Manager's Unit		1 Unit	\$0 /Unit/Month	\$0
<b><u>Base Income</u></b>				
<u>Tax Credit @ 30% Median/Low HOME/30% SSI</u>				
Studio Units @ (410-Sf)		47 Units	\$286 /Unit/Month	161,300
<b><u>Section 8 Subsidy Income</u></b>				
<u>Tax Credit @ 30% Median/Low HOME/30% SSI</u>				
Studio Units @ (410-Sf)		25 Units	\$1,396 /Unit/Month	418,800
Laundry/Miscellaneous Income		48 Units	\$9 /Unit/Month	5,200
Gross Rent Income		48 Units		\$585,300
COSR Withdrawal				39,000
(Less) Vacancy & Collection Allowance		7.0% Gross Rent Income		(41,000)
<b>Effective Gross Rent Income</b>				<b>\$583,300</b>
<b>II. <u>Operating Expenses</u></b>				
General Operating Expenses		48 Units	\$8,450 /Unit	\$405,600
Property Taxes	<sup>2</sup>	48 Units	\$139 /Unit	6,700
Social Services		47 Affordable Units	\$3,170 /Affordable Unit	149,000
OCHFT Monitoring Fee		48 Units	\$100 /Unit	4,800
Replacement Reserve		48 Units	\$360 /Unit	17,300
<b>Total Operating Expenses</b>		48 Units	\$12,154 /Unit	<b>\$583,400</b>
<b>III. <u>Stabilized Net Operating Income</u></b>				<b>(\$100)</b>

<sup>1</sup> Based on Orange County 2022 Incomes distributed by HUD. As pertinent, the rents are based on rents published in 2022 by TCAC and the HOME Program. The Project will pay all utilities.

<sup>2</sup> Assumes the Developer will apply for the property tax welfare exemption accorded to non-profit housing organizations that own and operate apartment units restricted to households earning no more than 80% AMI.

**TABLE 3**  
**FINANCIAL GAP CALCULATION**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

**I. Available Funding Sources**

**Federal 9% Tax Credit Equity**

Gross Tax Credit Value <sup>1</sup> \$21,331,000  
 Syndication Rate \$0.94 /Tax Credit Dollar

**Net Tax Credit Equity** **\$20,049,000**

**OC Housing Finance Trust** <sup>2</sup> **\$2,480,000**

**AHP** <sup>2</sup> **\$1,000,000**

**Deferred Developer Fee** <sup>2</sup> **\$0**

**Total Available Funding Sources** **\$23,529,000**

**II. Financial Gap Calculation**

Total Development Costs \$28,726,000  
 (Less) Total Available Funding Sources (23,529,000)

**III. Financial Gap **48 Units** **\$108,300 /Unit** **\$5,197,000****

<sup>1</sup> Assumes a \$18.2 million eligible basis, plus a 130% difficult-to-develop premium, a 9.0% Tax Credit rate and an applicable fraction of 100%.

<sup>2</sup> Based on Developer estimate.

**TABLE 4**  
**CAPITALIZED OPERATING SUBSIDY RESERVE ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>	<u>Year 11</u>
<b>I. <u>Gross Residential Income</u><sup>1</sup></b>											
Gross Rent Income	\$161,300	\$164,526	\$167,817	\$171,173	\$174,596	\$178,088	\$181,650	\$185,283	\$188,989	\$192,768	\$196,624
Section 8 Subsidy Income	418,800	427,176	435,720	444,434	453,323	462,389	471,637	481,070	490,691	500,505	510,515
Laundry/Miscellaneous Income	5,200	5,304	5,410	5,518	5,629	5,741	5,856	5,973	6,093	6,214	6,339
(Less) Vacancy & Collection Allowance	<u>(40,971)</u>	<u>(41,790)</u>	<u>(42,626)</u>	<u>(43,479)</u>	<u>(44,348)</u>	<u>(45,235)</u>	<u>(46,140)</u>	<u>(47,063)</u>	<u>(48,004)</u>	<u>(48,964)</u>	<u>(49,943)</u>
Effective Gross Rent Income	<b>\$544,329</b>	<b>\$555,216</b>	<b>\$566,320</b>	<b>\$577,646</b>	<b>\$589,199</b>	<b>\$600,983</b>	<b>\$613,003</b>	<b>\$625,263</b>	<b>\$637,768</b>	<b>\$650,524</b>	<b>\$663,534</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>											
General Operating Expenses	\$405,600	\$417,768	\$430,301	\$443,210	\$456,506	\$470,202	\$484,308	\$498,837	\$513,802	\$529,216	\$545,092
Property Taxes	6,700	6,834	6,971	7,110	7,252	7,397	7,545	7,696	7,850	8,007	8,167
Social Services	149,000	152,725	156,543	160,457	164,468	168,580	172,794	177,114	181,542	186,081	190,733
OCHFT Monitoring Fee	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263	6,451
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$583,400</b>	<b>\$599,571</b>	<b>\$616,207</b>	<b>\$633,322</b>	<b>\$650,929</b>	<b>\$669,043</b>	<b>\$687,679</b>	<b>\$706,851</b>	<b>\$726,575</b>	<b>\$746,867</b>	<b>\$767,743</b>
<b>III. Net Operating Income</b>	<b>(\$39,071)</b>	<b>(\$44,355)</b>	<b>(\$49,887)</b>	<b>(\$55,675)</b>	<b>(\$61,730)</b>	<b>(\$68,060)</b>	<b>(\$74,676)</b>	<b>(\$81,588)</b>	<b>(\$88,806)</b>	<b>(\$96,343)</b>	<b>(\$104,209)</b>
<b>IV. Required COSR Amount (20-Year Total)</b>	<b>(\$2,116,781)</b>										

<sup>1</sup> The affordable rents, PBV subsidy and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement reserves remain constant.

**TABLE 4**  
**CAPITALIZED OPERATING SUBSIDY RESERVE ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>
<b>I. <u>Gross Residential Income</u><sup>1</sup></b>									
Gross Rent Income	\$200,556	\$204,567	\$208,659	\$212,832	\$217,089	\$221,430	\$225,859	\$230,376	\$234,984
Section 8 Subsidy Income	520,725	531,140	541,762	552,598	563,650	574,923	586,421	598,150	610,113
Laundry/Miscellaneous Income	6,466	6,595	6,727	6,861	6,999	7,138	7,281	7,427	7,575
(Less) Vacancy & Collection Allowance	<u>(50,942)</u>	<u>(51,961)</u>	<u>(53,000)</u>	<u>(54,060)</u>	<u>(55,141)</u>	<u>(56,244)</u>	<u>(57,369)</u>	<u>(58,516)</u>	<u>(59,687)</u>
Effective Gross Rent Income	<b>\$676,805</b>	<b>\$690,341</b>	<b>\$704,148</b>	<b>\$718,231</b>	<b>\$732,595</b>	<b>\$747,247</b>	<b>\$762,192</b>	<b>\$777,436</b>	<b>\$792,985</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>									
General Operating Expenses	\$561,445	\$578,289	\$595,637	\$613,506	\$631,912	\$650,869	\$670,395	\$690,507	\$711,222
Property Taxes	8,331	8,497	8,667	8,841	9,017	9,198	9,382	9,569	9,761
Social Services	195,501	200,388	205,398	210,533	215,796	221,191	226,721	232,389	238,199
OCHFT Monitoring Fee	6,644	6,844	7,049	7,260	7,478	7,703	7,934	8,172	8,417
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$789,221</b>	<b>\$811,318</b>	<b>834,052</b>	<b>\$857,440</b>	<b>\$881,504</b>	<b>\$906,261</b>	<b>\$931,731</b>	<b>\$957,937</b>	<b>\$984,898</b>
<b>III. Net Operating Income</b>	<b>(\$112,416)</b>	<b>(\$120,977)</b>	<b>(\$129,904)</b>	<b>(\$139,210)</b>	<b>(\$148,908)</b>	<b>(\$159,013)</b>	<b>(\$169,539)</b>	<b>(\$180,501)</b>	<b>(\$191,914)</b>
<b>IV. Required COSR Amount (20-Year Total)</b>									

<sup>1</sup> The affordable rents, PBV subsidy and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement reserves remain constant.

**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
<b>I. <u>Gross Residential Income</u><sup>1</sup></b>										
Gross Rent Income	\$161,300	\$164,526	\$167,817	\$171,173	\$174,596	\$178,088	\$181,650	\$185,283	\$188,989	\$192,768
Section 8 Subsidy Income	418,800	427,176	435,720	444,434	453,323	462,389	471,637	481,070	490,691	500,505
City COSR Withdrawal <sup>2</sup>	39,071	44,355	49,887	55,675	61,730	68,060	74,676	81,588	88,806	96,343
Laundry/Miscellaneous Income	5,200	5,304	5,410	5,518	5,629	5,741	5,856	5,973	6,093	6,214
(Less) Vacancy & Collection Allowance	<u>(40,971)</u>	<u>(41,790)</u>	<u>(42,626)</u>	<u>(43,479)</u>	<u>(44,348)</u>	<u>(45,235)</u>	<u>(46,140)</u>	<u>(47,063)</u>	<u>(48,004)</u>	<u>(48,964)</u>
Effective Gross Rent Income	<b>\$583,400</b>	<b>\$599,571</b>	<b>\$616,207</b>	<b>\$633,322</b>	<b>\$650,929</b>	<b>\$669,043</b>	<b>\$687,679</b>	<b>\$706,851</b>	<b>\$726,575</b>	<b>\$746,867</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>										
General Operating Expenses	\$405,600	\$417,768	\$430,301	\$443,210	\$456,506	\$470,202	\$484,308	\$498,837	\$513,802	\$529,216
Property Taxes	6,700	6,834	6,971	7,110	7,252	7,397	7,545	7,696	7,850	8,007
Social Services	149,000	152,725	156,543	160,457	164,468	168,580	172,794	177,114	181,542	186,081
OCHFT Monitoring Fee	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$583,400</b>	<b>\$599,571</b>	<b>\$616,207</b>	<b>\$633,322</b>	<b>\$650,929</b>	<b>\$669,043</b>	<b>\$687,679</b>	<b>\$706,851</b>	<b>\$726,575</b>	<b>\$746,867</b>
<b>III. Net Operating Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>IV. Cash Flow Available for Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0	0	0	0	0	0	0	0	0	0
(Less) Deferred Developer Fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>V. Cash Flow after Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>VI. Residual Receipt Payments to City</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>VII. Residual Receipt Payments to OCHFT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>VIII. Net Cash Flow to Developer</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.

**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

<b>I. <u>Gross Residential Income</u><sup>1</sup></b>	<b><u>Year 11</u></b>	<b><u>Year 12</u></b>	<b><u>Year 13</u></b>	<b><u>Year 14</u></b>	<b><u>Year 15</u></b>	<b><u>Year 16</u></b>	<b><u>Year 17</u></b>	<b><u>Year 18</u></b>	<b><u>Year 19</u></b>	<b><u>Year 20</u></b>	<b><u>Year 21</u></b>
Gross Rent Income	\$196,624	\$200,556	\$204,567	\$208,659	\$212,832	\$217,089	\$221,430	\$225,859	\$230,376	\$234,984	\$239,683
Section 8 Subsidy Income	510,515	520,725	531,140	541,762	552,598	563,650	574,923	586,421	598,150	610,113	622,315
City COSR Withdrawal <sup>2</sup>	104,209	112,416	120,977	129,904	139,210	148,908	159,013	169,539	180,501	191,914	
Laundry/Miscellaneous Income	6,339	6,466	6,595	6,727	6,861	6,999	7,138	7,281	7,427	7,575	7,727
(Less) Vacancy & Collection Allowance	<u>(49,943)</u>	<u>(50,942)</u>	<u>(51,961)</u>	<u>(53,000)</u>	<u>(54,060)</u>	<u>(55,141)</u>	<u>(56,244)</u>	<u>(57,369)</u>	<u>(58,516)</u>	<u>(59,687)</u>	<u>(60,881)</u>
<b>Effective Gross Rent Income</b>	<b>\$767,743</b>	<b>\$789,221</b>	<b>\$811,318</b>	<b>\$834,052</b>	<b>\$857,440</b>	<b>\$881,504</b>	<b>\$906,261</b>	<b>\$931,731</b>	<b>\$957,937</b>	<b>\$984,898</b>	<b>\$808,844</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>											
General Operating Expenses	\$545,092	\$561,445	\$578,289	\$595,637	\$613,506	\$631,912	\$650,869	\$670,395	\$690,507	\$711,222	\$732,559
Property Taxes	8,167	8,331	8,497	8,667	8,841	9,017	9,198	9,382	9,569	9,761	9,956
Social Services	190,733	195,501	200,388	205,398	210,533	215,796	221,191	226,721	232,389	238,199	244,154
OCHFT Monitoring Fee	6,451	6,644	6,844	7,049	7,260	7,478	7,703	7,934	8,172	8,417	8,669
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$767,743</b>	<b>\$789,221</b>	<b>\$811,318</b>	<b>834,052</b>	<b>\$857,440</b>	<b>\$881,504</b>	<b>\$906,261</b>	<b>\$931,731</b>	<b>\$957,937</b>	<b>\$984,898</b>	<b>\$1,012,638</b>
<b>III. Net Operating Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$203,793)</b>
<b>IV. Cash Flow Available for Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0	0	0	0	0	0	0	0	0	0	0
(Less) Deferred Developer Fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>V. Cash Flow after Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VI. Residual Receipt Payments to City</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VII. Residual Receipt Payments to OCHFT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VIII. Net Cash Flow to Developer</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.



**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>	<u>Year 31</u>	<u>Year 32</u>
<b>I. <u>Gross Residential Income</u><sup>1</sup></b>											
Gross Rent Income	\$244,477	\$249,367	\$254,354	\$259,441	\$264,630	\$269,922	\$275,321	\$280,827	\$286,444	\$292,173	\$298,016
Section 8 Subsidy Income	634,761	647,456	660,405	673,614	687,086	700,828	714,844	729,141	743,724	758,598	773,770
City COSR Withdrawal <sup>2</sup>											
Laundry/Miscellaneous Income	7,881	8,039	8,200	8,364	8,531	8,702	8,876	9,053	9,234	9,419	9,607
(Less) Vacancy & Collection Allowance	<u>(62,098)</u>	<u>(63,340)</u>	<u>(64,607)</u>	<u>(65,899)</u>	<u>(67,217)</u>	<u>(68,561)</u>	<u>(69,933)</u>	<u>(71,331)</u>	<u>(72,758)</u>	<u>(74,213)</u>	<u>(75,697)</u>
Effective Gross Rent Income	<b>\$825,021</b>	<b>\$841,522</b>	<b>\$858,352</b>	<b>\$875,519</b>	<b>\$893,030</b>	<b>\$910,890</b>	<b>\$929,108</b>	<b>\$947,690</b>	<b>\$966,644</b>	<b>\$985,977</b>	<b>\$1,005,696</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>											
General Operating Expenses	\$754,535	\$777,172	\$800,487	\$824,501	\$849,236	\$874,713	\$900,955	\$927,983	\$955,823	\$984,498	\$1,014,033
Property Taxes	10,155	10,358	10,565	10,777	10,992	11,212	11,436	11,665	11,898	12,136	12,379
Social Services	250,258	256,514	262,927	269,500	276,238	283,144	290,222	297,478	304,915	312,538	320,351
OCHFT Monitoring Fee	8,929	9,197	9,473	9,757	10,050	10,352	10,662	10,982	11,312	11,651	12,000
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$1,041,178</b>	<b>\$1,070,541</b>	<b>\$1,100,752</b>	<b>\$1,131,835</b>	<b>\$1,163,816</b>	<b>\$1,196,721</b>	<b>\$1,230,575</b>	<b>\$1,265,408</b>	<b>\$1,301,247</b>	<b>\$1,338,122</b>	<b>\$1,376,063</b>
<b>III. <u>Net Operating Income</u></b>	<b>(\$216,156)</b>	<b>(\$229,019)</b>	<b>(\$242,400)</b>	<b>(\$256,316)</b>	<b>(\$270,787)</b>	<b>(\$285,830)</b>	<b>(\$301,467)</b>	<b>(\$317,718)</b>	<b>(\$334,603)</b>	<b>(\$352,145)</b>	<b>(\$370,366)</b>
<b>IV. <u>Cash Flow Available for Contingent Payments</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0	0	0	0	0	0	0	0	0	0	0
(Less) Deferred Developer Fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>V. <u>Cash Flow after Contingent Payments</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VI. <u>Residual Receipt Payments to City</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VII. <u>Residual Receipt Payments to OCHFT</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VIII. <u>Net Cash Flow to Developer</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.

**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

	<u>Year 33</u>	<u>Year 34</u>	<u>Year 35</u>	<u>Year 36</u>	<u>Year 37</u>	<u>Year 38</u>	<u>Year 39</u>	<u>Year 40</u>	<u>Year 41</u>	<u>Year 42</u>	<u>Year 43</u>
<b>I. <u>Gross Residential Income</u><sup>1</sup></b>											
Gross Rent Income	\$303,976	\$310,056	\$316,257	\$322,582	\$329,034	\$335,615	\$342,327	\$349,173	\$356,157	\$363,280	\$370,546
Section 8 Subsidy Income	789,246	805,031	821,131	837,554	854,305	871,391	888,819	906,595	924,727	943,222	962,086
City COSR Withdrawal <sup>2</sup>											
Laundry/Miscellaneous Income	9,800	9,996	10,196	10,399	10,607	10,820	11,036	11,257	11,482	11,711	11,946
(Less) Vacancy & Collection Allowance	<u>(77,211)</u>	<u>(78,755)</u>	<u>(80,331)</u>	<u>(81,937)</u>	<u>(83,576)</u>	<u>(85,247)</u>	<u>(86,952)</u>	<u>(88,691)</u>	<u>(90,465)</u>	<u>(92,275)</u>	<u>(94,120)</u>
Effective Gross Rent Income	<b>\$1,025,810</b>	<b>\$1,046,327</b>	<b>\$1,067,253</b>	<b>\$1,088,598</b>	<b>\$1,110,370</b>	<b>\$1,132,578</b>	<b>\$1,155,229</b>	<b>\$1,178,334</b>	<b>\$1,201,900</b>	<b>\$1,225,938</b>	<b>\$1,250,457</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>											
General Operating Expenses	\$1,044,454	\$1,075,787	\$1,108,061	\$1,141,303	\$1,175,542	\$1,210,808	\$1,247,132	\$1,284,546	\$1,323,083	\$1,362,775	\$1,403,658
Property Taxes	12,626	12,879	13,137	13,399	13,667	13,941	14,219	14,504	14,794	15,090	15,392
Social Services	328,360	336,569	344,983	353,608	362,448	371,509	380,797	390,317	400,075	410,076	420,328
OCHFT Monitoring Fee	12,360	12,731	13,113	13,507	13,912	14,329	14,759	15,202	15,658	16,128	16,611
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$1,415,100</b>	<b>\$1,455,266</b>	<b>\$1,496,593</b>	<b>\$1,539,116</b>	<b>\$1,582,868</b>	<b>\$1,627,887</b>	<b>\$1,674,207</b>	<b>\$1,721,868</b>	<b>\$1,770,909</b>	<b>\$1,821,369</b>	<b>\$1,873,289</b>
<b>III. <u>Net Operating Income</u></b>	<b>(\$389,290)</b>	<b>(\$408,940)</b>	<b>(\$429,340)</b>	<b>(\$450,518)</b>	<b>(\$472,498)</b>	<b>(\$495,309)</b>	<b>(\$518,978)</b>	<b>(\$543,535)</b>	<b>(\$569,008)</b>	<b>(\$595,430)</b>	<b>(\$622,832)</b>
<b>IV. <u>Cash Flow Available for Contingent Payments</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0	0	0	0	0	0	0	0	0	0	0
(Less) Deferred Developer Fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>V. <u>Cash Flow after Contingent Payments</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VI. <u>Residual Receipt Payments to City</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VII. <u>Residual Receipt Payments to OCHFT</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VIII. <u>Net Cash Flow to Developer</u></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.

**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

<b>I. <u>Gross Residential Income</u><sup>1</sup></b>	<b><u>Year 44</u></b>	<b><u>Year 45</u></b>	<b><u>Year 46</u></b>	<b><u>Year 47</u></b>	<b><u>Year 48</u></b>	<b><u>Year 49</u></b>	<b><u>Year 50</u></b>	<b><u>Year 51</u></b>	<b><u>Year 52</u></b>	<b><u>Year 53</u></b>	<b><u>Year 54</u></b>
Gross Rent Income	\$377,956	\$385,516	\$393,226	\$401,090	\$409,112	\$417,294	\$425,640	\$434,153	\$442,836	\$451,693	\$460,727
Section 8 Subsidy Income	981,328	1,000,954	1,020,973	1,041,393	1,062,221	1,083,465	1,105,134	1,127,237	1,149,782	1,172,777	1,196,233
City COSR Withdrawal <sup>2</sup>											
Laundry/Miscellaneous Income	12,185	12,428	12,677	12,930	13,189	13,453	13,722	13,996	14,276	14,562	14,853
(Less) Vacancy & Collection Allowance	<u>(96,002)</u>	<u>(97,922)</u>	<u>(99,881)</u>	<u>(101,879)</u>	<u>(103,916)</u>	<u>(105,994)</u>	<u>(108,114)</u>	<u>(110,277)</u>	<u>(112,482)</u>	<u>(114,732)</u>	<u>(117,026)</u>
<b>Effective Gross Rent Income</b>	<b>\$1,275,466</b>	<b>\$1,300,976</b>	<b>\$1,326,995</b>	<b>\$1,353,535</b>	<b>\$1,380,606</b>	<b>\$1,408,218</b>	<b>\$1,436,382</b>	<b>\$1,465,110</b>	<b>\$1,494,412</b>	<b>\$1,524,300</b>	<b>\$1,554,786</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>											
General Operating Expenses	\$1,445,768	\$1,489,141	\$1,533,815	\$1,579,830	\$1,627,225	\$1,676,041	\$1,726,323	\$1,778,112	\$1,831,456	\$1,886,399	\$1,942,991
Property Taxes	15,699	16,013	16,334	16,660	16,994	17,333	17,680	18,034	18,394	18,762	19,137
Social Services	430,836	441,607	452,648	463,964	475,563	487,452	499,638	512,129	524,932	538,056	551,507
OCHFT Monitoring Fee	17,110	17,623	18,152	18,696	19,257	19,835	20,430	21,043	21,674	22,324	22,994
Replacement Reserve	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$1,926,714</b>	<b>\$1,981,685</b>	<b>\$2,038,248</b>	<b>\$2,096,450</b>	<b>\$2,156,338</b>	<b>\$2,217,961</b>	<b>\$2,281,371</b>	<b>\$2,346,618</b>	<b>\$2,413,756</b>	<b>\$2,482,842</b>	<b>\$2,553,930</b>
<b>III. Net Operating Income</b>	<b>(\$651,247)</b>	<b>(\$680,709)</b>	<b>(\$711,253)</b>	<b>(\$742,915)</b>	<b>(\$775,732)</b>	<b>(\$809,744)</b>	<b>(\$844,989)</b>	<b>(\$881,508)</b>	<b>(\$919,344)</b>	<b>(\$958,541)</b>	<b>(\$999,144)</b>
<b>IV. Cash Flow Available for Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0	0	0	0	0	0	0	0	0	0	0
(Less) Deferred Developer Fee	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>V. Cash Flow after Contingent Payments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VI. Residual Receipt Payments to City</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VII. Residual Receipt Payments to OCHFT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											
<b>VIII. Net Cash Flow to Developer</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Nominal Dollars											

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.

**TABLE 5**  
**CASH FLOW ANALYSIS**  
**9% TAX CREDITS**  
**WISEPLACE PSH PROJECT**  
**SANTA ANA, CALIFORNIA**

<b>I. <u>Gross Residential Income</u><sup>1</sup></b>	<b><u>Year 55</u></b>
Gross Rent Income	\$469,941
Section 8 Subsidy Income	1,220,158
City COSR Withdrawal <sup>2</sup>	
Laundry/Miscellaneous Income	15,150
(Less) Vacancy & Collection Allowance	<u>(119,367)</u>
<b>Effective Gross Rent Income</b>	<b>\$1,585,882</b>
<b>II. <u>Operating Expenses</u><sup>2</sup></b>	
General Operating Expenses	\$2,001,281
Property Taxes	19,520
Social Services	565,295
OCHFT Monitoring Fee	23,684
Replacement Reserve	<u>17,300</u>
<b>Total Operating Expenses</b>	<b>\$2,627,080</b>
<b>III. <u>Net Operating Income</u></b>	<b>(\$1,041,198)</b>
<b>IV. <u>Cash Flow Available for Contingent Payments</u></b>	<b>\$0</b>
(Less) Asset and Partnership Fees <sup>4</sup>	0
(Less) Deferred Developer Fee	<u>0</u>
<b>V. <u>Cash Flow after Contingent Payments</u></b>	<b>\$0</b>
Nominal Dollars	
<b>VI. <u>Residual Receipt Payments to City</u></b>	<b>\$0</b>
Nominal Dollars	
<b>VII. <u>Residual Receipt Payments to OCHFT</u></b>	<b>\$0</b>
Nominal Dollars	
<b>VIII. <u>Net Cash Flow to Developer</u></b>	<b>\$0</b>
Nominal Dollars	

<sup>1</sup> The affordable rents and miscellaneous income are assumed to increase by 102.0%/year. Assumes Year 1 is at stabilization.

<sup>2</sup> SEE TABLE 4

<sup>3</sup> General operating expenses are assumed to increase by 103.0%/year, property taxes at 102.0%/year, social services at 102.5%/year and replacement and operating reserves remain constant.

<sup>4</sup> Assumes fees increase at 103.0%/year.

TABLE 1

PRELIMINARY HOME-ARP COST ALLOCATION WORKSHEET - STANDARD MODEL  
 WISEPLACE PSH PROJECT  
 SANTA ANA, CALIFORNIA

<b>Step 1: Determine Comparability, Select Method of Cost Allocation</b>		Net Residential SF	<b>20,267</b>
<b>Step 2: Proposed HOME-ARP Investment</b>			<b>\$5,256,327</b>
<b>Step 3: Calculate Actual Cost of HOME-ARP Units</b>			
Total Development Costs	1		\$28,785,652
Ineligible Development Costs	2		(4,261,666)
Unit-Specific Upgrades			0
Relocation Costs			0
Assign Relocation Exclusively to HOME Units?			NA
<b>Base Project Cost</b>		<b>\$1,210 /Sf Gross Residential SF</b>	<b>\$24,523,986</b>
<u>Number of Units</u>	<u># of Bdrms</u>	<u>Unit Size</u>	<u>Cost/Unit</u>
34	Studio	400	\$484,018
			<b>Total HOME-ARP Costs</b>
			\$16,456,615
Subtotal HOME Unit Costs			<b>\$16,456,615</b>
Add: Relocation Costs Allocated Exclusively to HOME-ARP Units (if applicable)			\$0
<b>Actual Cost of HOME-ARP Units</b>			<b>\$16,456,615</b>
<b>Step 4: Calculate Maximum Project Subsidy</b>			
<u>Unit Size</u>	<u># of Units</u>	<u>2022 Max Subsidy/Unit</u>	<u>Maximum Subsidy</u>
0 Bedroom	34	\$159,754	\$5,431,636
1 Bedroom	0	\$183,132	0
2 Bedroom	0	\$222,694	0
3 Bedroom	0	\$288,094	0
4 Bedroom	0	\$316,236	0
<b>Maximum Project Subsidy</b>	<b>34</b>		<b>\$5,431,636</b>
<b>Step 5: Maximum HOME-ARP Investment, Lesser of</b>			
Proposed Investment (Step 2)			\$5,256,327
Actual Cost of HOME Units (Step 3)			\$16,456,615
Maximum Project Subsidy (Step 4)			\$5,431,636
<b>Maximum HOME-ARP Investment</b>		<b>34 HOME-ARP Units</b>	<b>\$5,256,327</b>

<sup>1</sup> Includes \$0 in Santa Ana Project Delivery costs.

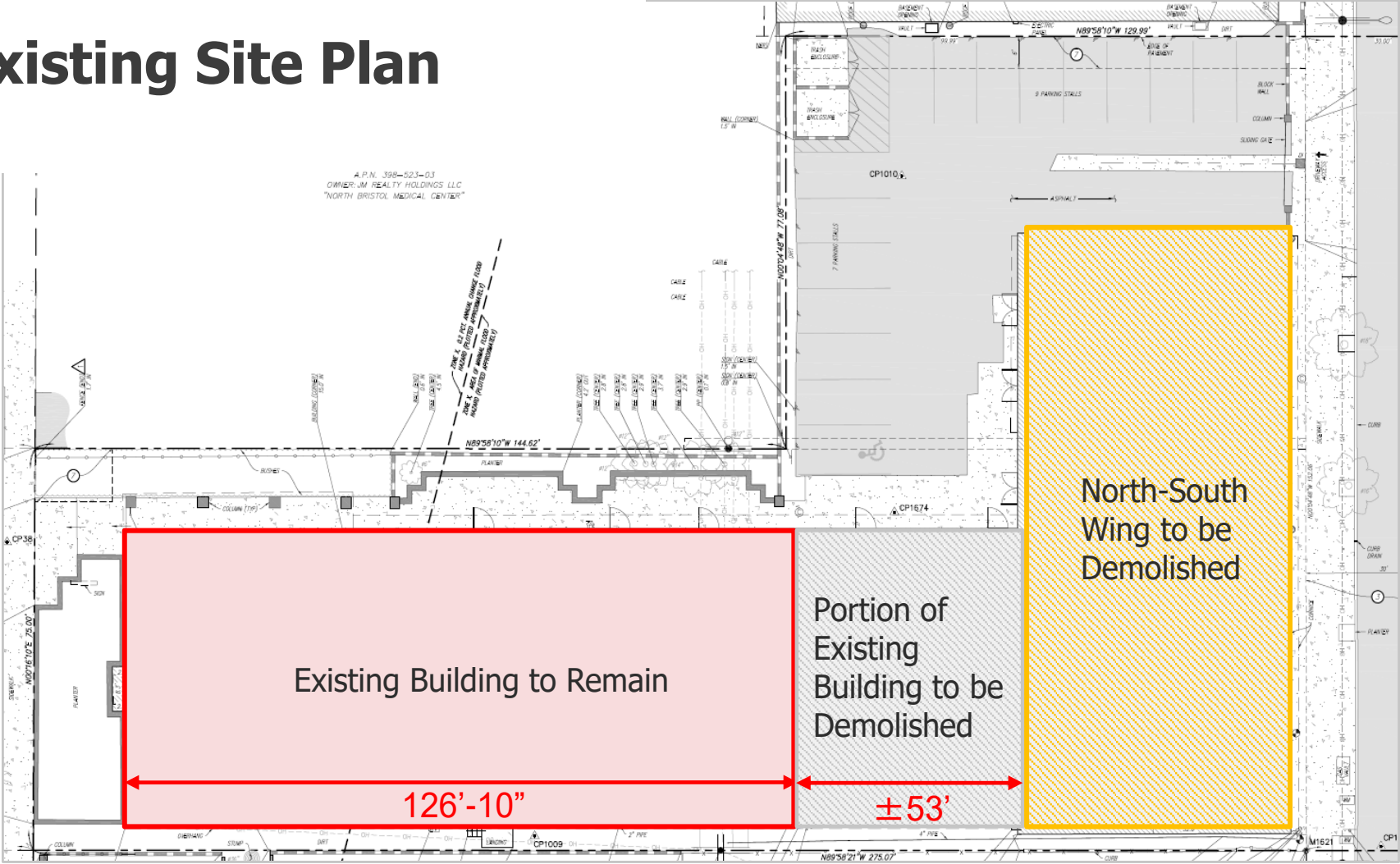
<sup>2</sup> The ineligible costs include: off-site improvements, community building, capitalized reserves and furnishings.



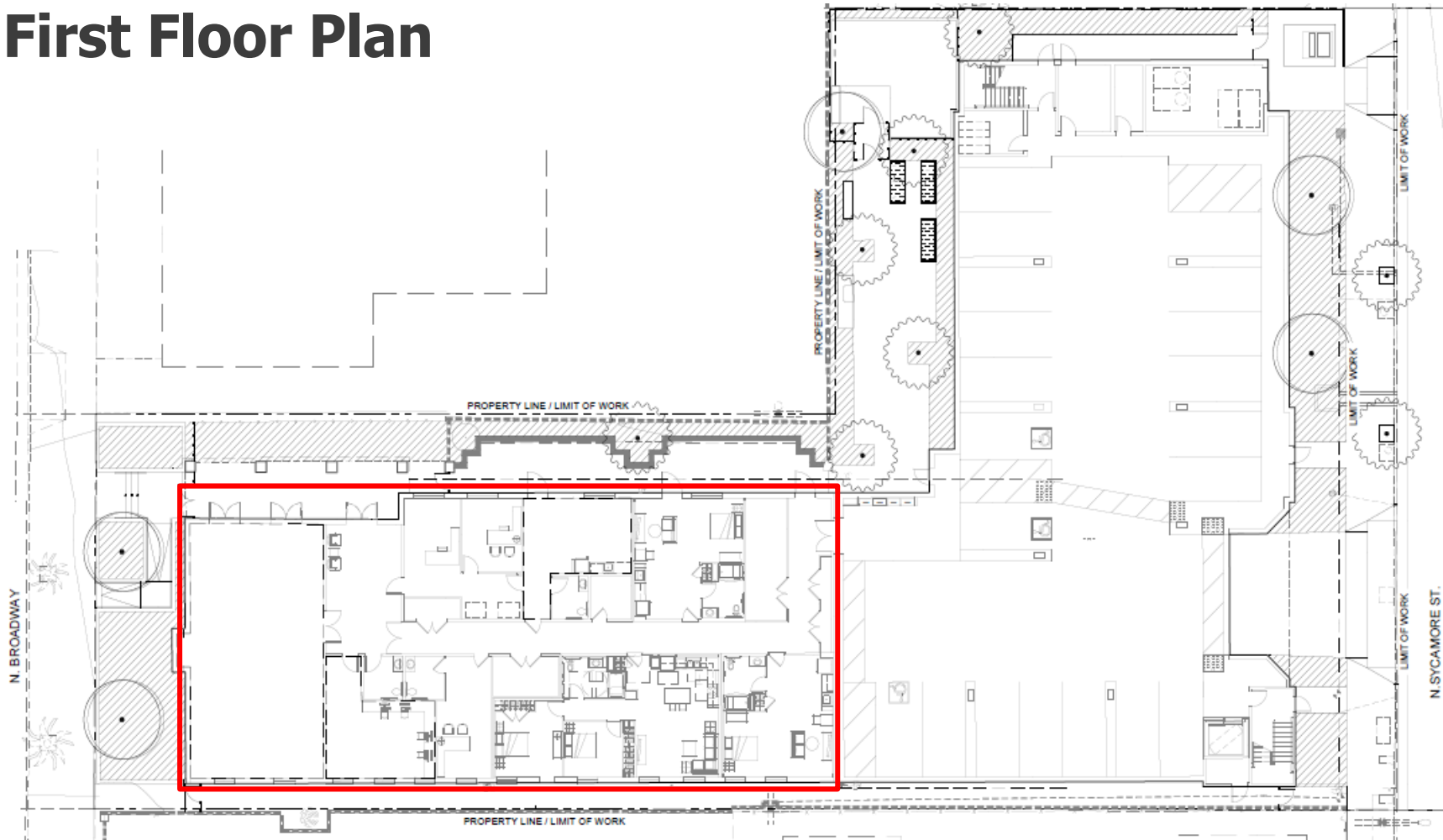
## **WISEPlace** **Supportive Housing**

- 47 studio homes, and 1 two-bedroom for onsite property manager
- Future residents will pay no more than 30% of their income on rent
- Extremely low-income (30% AMI) individuals experiencing chronic homelessness

# Existing Site Plan



# First Floor Plan



Adaptive Reuse

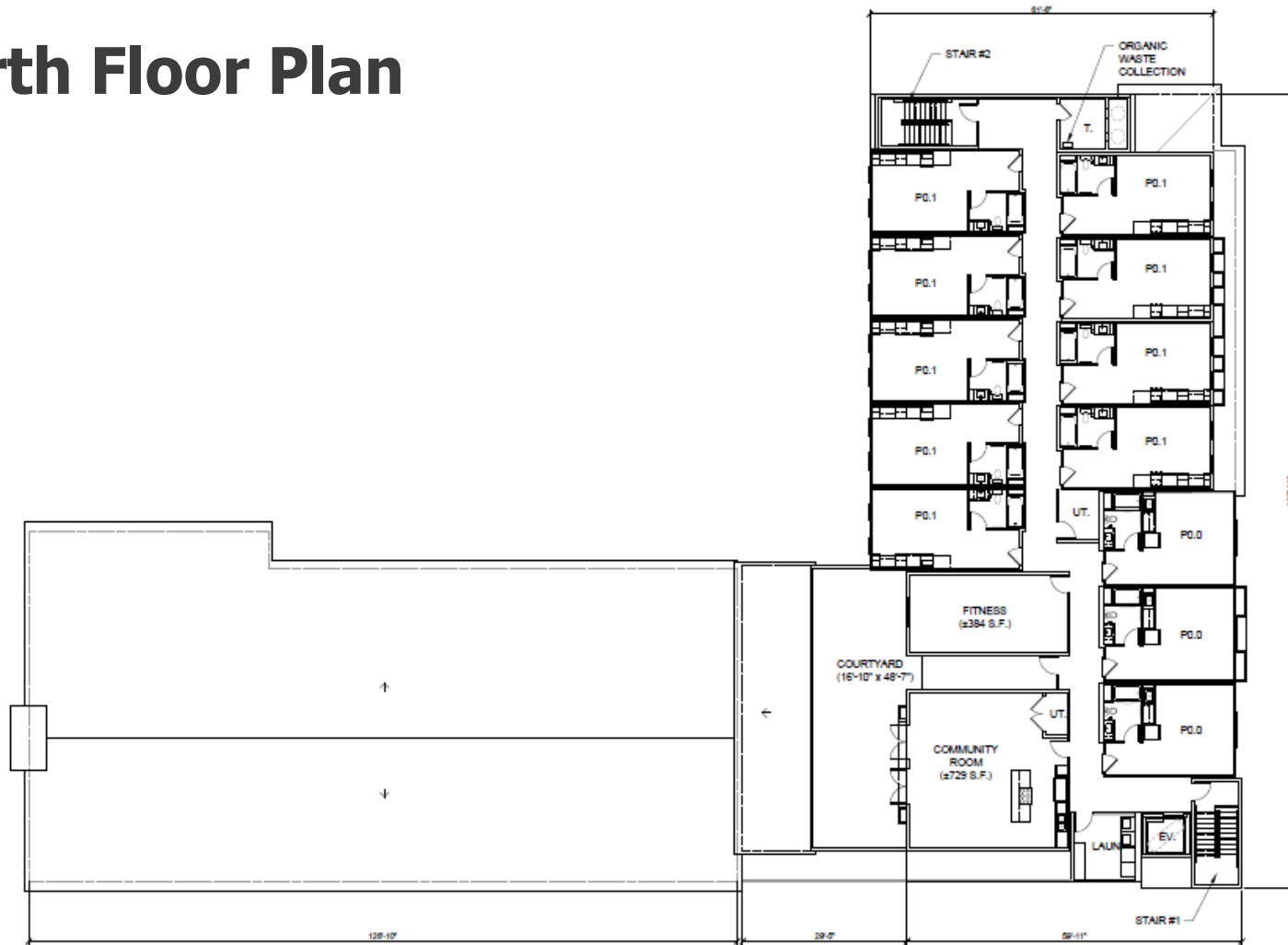
New Construction



# Typical Floor Plan



# Fourth Floor Plan



# South Elevation



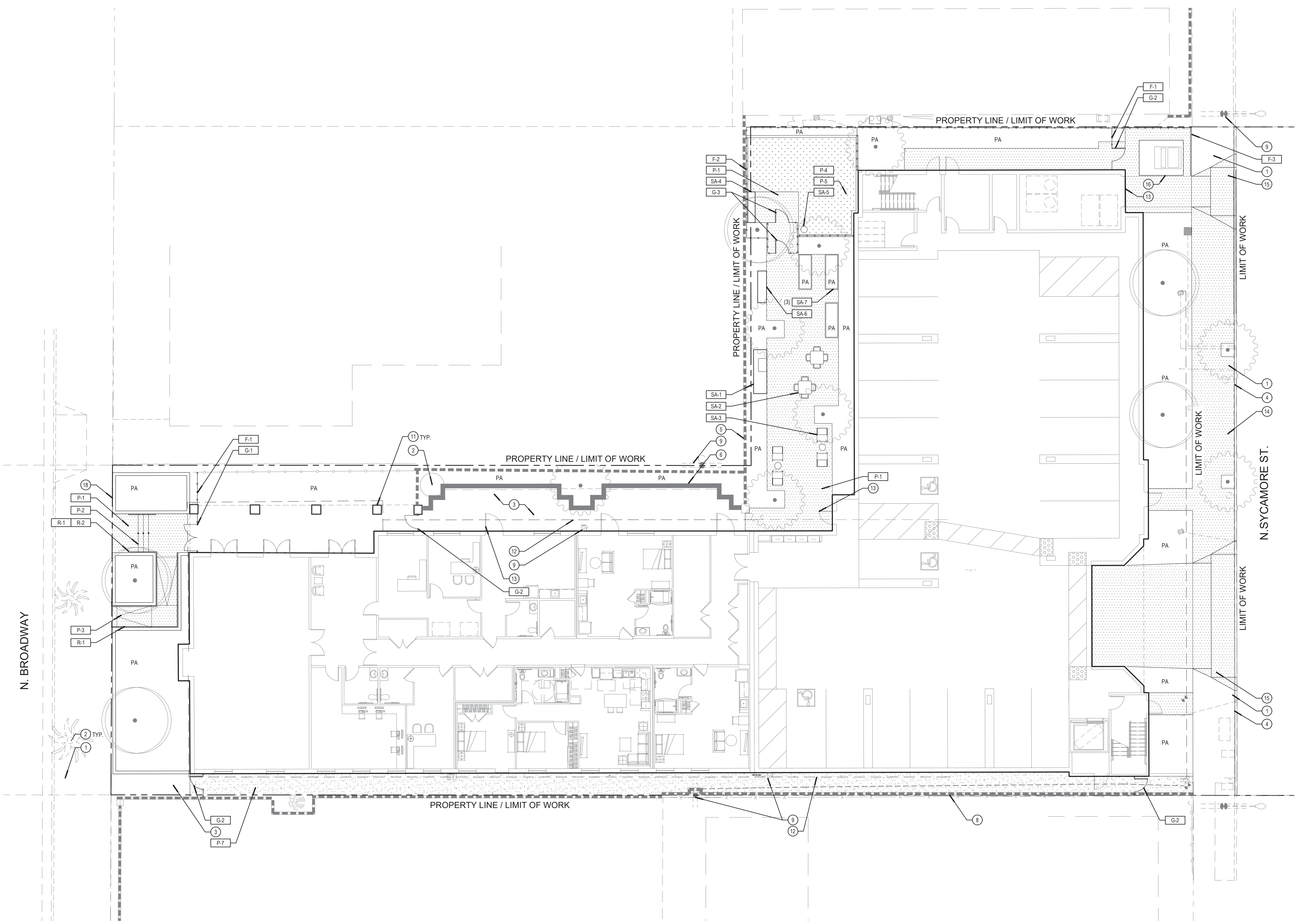
# West Elevation



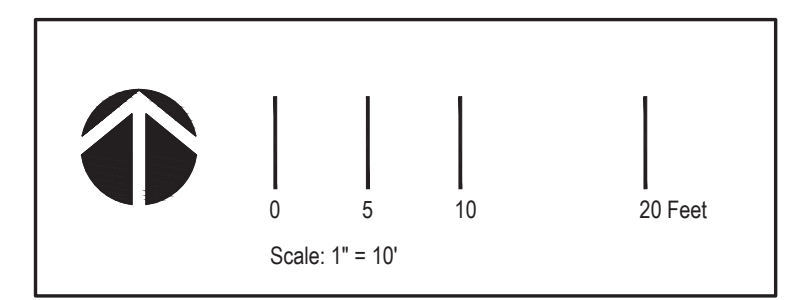
# Renderings







PAVING LEGEND		
FOR MATERIALS, COLORS, FINISHES AND MODELS, SEE MASTER CONSTRUCTION LEGEND, SHEET L1.XX		
ITEM	DESCRIPTION	DETAIL
P-1	CONCRETE PAVING	DETAIL X SHEET L1.XXX
P-2	CONCRETE STEPS	DETAIL X SHEET L1.XXX
P-3	CONCRETE RAMP	DETAIL X SHEET L1.XXX
P-4	SYNTHETIC TURF	DETAIL X SHEET L1.XXX
P-5	MOW CURB	DETAIL X SHEET L1.XXX
P-6	PEDESTAL PAVING	DETAIL X SHEET L1.XXX
P-7	DECOMPOSED GRANITE	DETAIL X SHEET L1.XXX
FENCE LEGEND		
F-1	PERIMETER FENCE - 6' HT	DETAIL X SHEET L1.XXX
F-2	DOG FENCE - 42" HT	DETAIL X SHEET L1.XXX
F-3	MOVABLE SCREENING FENCE	DETAIL X SHEET L1.XXX
GATE LEGEND		
G-1	ENTRY GATE - 6' HT	DETAIL X SHEET L1.XXX
G-2	PERIMETER GATE - 6' HT	DETAIL X SHEET L1.XXX
G-3	DOG GATE - 42" HT	DETAIL X SHEET L1.XXX
SITE AMENITIES LEGEND		
SA-1	OUTDOOR KITCHEN AND GRILL	DETAIL X SHEET L1.XXX
SA-2	DINING FURNISHINGS	DETAIL X SHEET L1.XXX
SA-3	LOUNGE FURNISHINGS	DETAIL X SHEET L1.XXX
SA-4	BENCH	DETAIL X SHEET L1.XXX
SA-5	DOG WASTE STATION	DETAIL X SHEET L1.XXX
SA-6	COMPOST BIN	DETAIL X SHEET L1.XXX
SA-7	RAISED PLANTERS	DETAIL X SHEET L1.XXX
RAILING LEGEND		
R-1	HANDRAIL AT RAMP	DETAIL X SHEET L1.XXX
R-2	HANDRAIL AT STEPS	DETAIL X SHEET L1.XXX
REFERENCE LEGEND		
1	EXISTING SIDEWALK - PROTECT IN PLACE	
2	EXISTING TREE - PROTECT IN PLACE	
3	EXISTING PAVING - PROTECT IN PLACE	
4	EXISTING CURB AND GUTTER - PROTECT IN PLACE	
5	EXISTING FREESTANDING WALL - PROTECT IN PLACE	
6	EXISTING PLANTER WALL - REPAIR TO MATCH EXISTING	
7	EXISTING FENCING - PROTECT IN PLACE	
8	EXISTING GATE - PROTECT IN PLACE	
9	EXISTING UTILITY - PROTECT IN PLACE	
10	EXISTING STEPS - PROTECT IN PLACE	
11	EXISTING BUILDING COLUMN - PROTECT IN PLACE	
12	BUILDING OVERHANG - PER ARCHITECT	
13	BUILDING DOOR - PER ARCHITECT	
14	NEW PEDESTRIAN PAVING AT RIGHT OF WAY - BY OTHERS	
15	NEW VEHICULAR PAVING AT DRIVEWAY - BY OTHERS	
16	NEW TRANSFORMER - BY OTHERS	
17	PARAPET WALL - BY ARCHITECT	
18	EXISTING MONUMENT SIGN - RELOCATION TBD	
19	OUTDOOR BBQ LIGHTING	



RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

City of Santa Ana  
Clerk of the Council  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, California 92702  
Attention: Clerk of the Council

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*Free Recording pursuant to  
Government Code 27383*

### **DENSITY BONUS HOUSING AGREEMENT**

This DENSITY BONUS HOUSING AGREEMENT (“Agreement”), made and entered into this 21<sup>st</sup> day of June, 2022, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (“City”), and North Broadway Housing Partners LP, a California limited partnership (“Developer”). City and Developer are sometimes referred to collectively as the “Parties” and individually as a “Party.”

#### RECITALS

A. On or about March 10, 2022, JHC-Acquisitions LLC, a California limited liability company (“JHC-Acquisitions”) and WISEPlace, a California nonprofit corporation (“Property Owner”), entered into that certain Option to Lease (the “Option Agreement”), pursuant to which the Property Owner granted to JHC-Acquisitions an option to ground lease that certain property located within the City of Santa Ana, County of Orange, State of California, commonly known as 1411 N. Broadway Avenue, Santa Ana, California, 92706, and legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full (“Property”).

B. Each of Developer and JHC-Acquisitions is an affiliate of Jamboree Housing Corporation, a California nonprofit public benefit corporation. Developer and the Property Owner intend for (i) Developer to assume from JHC-Acquisitions all of JHC-Acquisitions’ rights and obligations under the Option to Lease, and pursuant thereto to ground lease the Property from Property Owner, and (ii) the Property Owner to become a non-managing member of the limited liability company that serves as Developer’s managing general partner.

C. Developer is proposing to develop an affordable rental residential community consisting of forty-eight (48) units with forty-seven (47) units of permanent supportive housing for homeless individuals and 6,500 square feet of community space and common areas on the Property, as more particularly set forth in Density Bonus Application No. DBA-2022-1 (“Project”).

D. Santa Ana Municipal Code sections 41-1600, *et seq.* (“City Density Bonus for Affordable Housing”), and California Government Code sections 65915, *et seq.* (“State Density

Bonus Law”), set forth a process to provide increased residential densities and incentives, concessions, and waivers to property owners or developers who guarantee that a portion of their residential development will be available to low income, very-low income, or senior (also known as "qualified") households. These regulations are intended to materially assist the housing industry in providing adequate and affordable housing for all economic segments of the community and to provide a balance of housing opportunities for very-low income, low income and senior households throughout the city.

E. The Project is proposing a total number of forty-eight (48) residential units, including forty-seven (47) units for extremely-low income households and one manager’s unit. The Project will provide 20 total onsite parking spaces or 0.42 spaces per unit. No parking concession is requested or provided.

F. The Project complies with the affordable housing requirements set forth in the State Density Bonus Law and City Density Bonus for Affordable Housing. For purposes of this Agreement, the Project shall be the “housing development” as defined in the State Density Bonus Law.

G. In light of the purpose of the State Density Bonus Law and City Density Bonus for Affordable Housing, and the express provisions of Government Code Section 65915(d)(2)(B), the City has determined to grant Developer’s application for one concession and one waiver.

H. This Agreement, and the exhibits attached hereto and incorporated herein by reference, are intended to set forth the terms and conditions for the implementation of the Project’s requirement to provide affordable housing units in exchange for receiving the density bonus concession and waiver set forth herein.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 **"Adjusted for family size appropriate to the unit"** shall have the meaning set forth by Health and Safety Code Section 50052.5(h).

1.1.2 **"Affordable Rent"** means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as required by the terms of this Agreement. The Affordable Rent shall be adjusted to reflect a reasonable utilities allowance for utilities paid by the household using the Santa Ana Housing Authority Multi-Family Housing Utility Allowance Schedule, and shall be updated no less than annually.



1.1.3 **"Affordable Rent Schedule"** means a rent schedule established as of the date of issuance of an occupancy permit (exclusive of tenant utility payments or security deposits) for the required number/percentage of the total number of units in the Project which are to be rented or available for rent to Extremely-Low Income Tenants. Said Affordable Rent Schedule shall be established at the time of the issuance of the occupancy permit ("Initial Rent Schedule") and shall be created in accordance with Health and Safety Code section 50053(b), and shall be updated no less than annually.

1.1.4 **"Affordable Units"** means forty-seven (47) units, which shall be comprised of forty-seven (47) studio units for Extremely-Low Income Tenants. Any change to the number or distribution of Affordable Units is subject to City Manager approval.

1.1.5 **"Agreement"** means this Density Bonus Housing Agreement.

1.1.7 **"City"** means the City of Santa Ana, California

1.1.8 **"City Council"** means the City Council of the City of Santa Ana.

1.1.9 **"City Attorney"** means the City Attorney for the City of Santa Ana.

1.1.10 **"City Manager"** means the City Manager for the City of Santa Ana.

1.1.11 **"City's Planning Commission"** means the Planning Commission for the City of Santa Ana.

1.1.12 **"Density Bonus Housing Agreement Term"** means the period during which this Agreement shall be in full force and effect, as provided for in Section 6 below.

1.1.14 **"Developer"** means North Broadway Housing Partners LP and its permitted successors and assigns to all or any part of the Property, Project or this Agreement.

1.1.15 **"Effective Date"** means the date the Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement, pursuant to section 4.1 herein.

1.1.16 **"Eligible Household"** means a Household whose income does not exceed the qualifying limit for an "Extremely-Low Income Tenant" as defined herein.

1.1.17 **"Extremely-Low Income Tenant"** means persons and families whose income does not exceed thirty (30%) of the area median income for the Orange County, California Primary Metropolitan Statistical Area ("PMSA"), adjusted for household size, as published by the California Department of Housing and Community Development ("HCD").

1.1.18 **"Household"** means all persons residing in a Unit.

1.1.19 "**Median Income**" means the Orange County, California area median income, adjusted for family size, as periodically published by HCD.

1.1.20 "**Monthly Rent**" means the total of monthly payments for: (a) use and occupancy of each Affordable Unit and land and facilities associated therewith; (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, application fees or credit check fees; (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or cable service, to the extent applicable and charged to tenant; and, (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that certain utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent for that type of utility charge.

1.1.21 "**Project**" means that certain affordable residential development as more particularly described in Recital B and Section 2 of this Agreement.

1.1.22 "**Property**" means that certain real property more particularly described in the legal description in Exhibit A and improvements thereon.

1.1.23 "**State Density Bonus Law**" means Government Code sections 65915, et seq., as they exist on the Effective Date.

1.1.24 "**Unit**" means a residential dwelling unit within the Project to be constructed or caused to be constructed by Developer pursuant to this Agreement.

1.1.25 "**Unrestricted Units**" means the Units within the Project to be constructed or caused to be constructed by Developer to a Household without restriction.

1.1.26 "**Very-Low Income Tenant**" means persons and families whose income does not exceed fifty (50%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

1.2.1 **Exhibit A** – Legal Description of the Property

1.2.2 **Exhibit B** – Tenant Verification

1.2.3 **Exhibit C** – Annual Tenant Recertification

1.2.4 **Exhibit D** – Annual Rental Housing Compliance Report

1.2.5 **Exhibit E** – Notice of Affordability Restrictions on Transfer of Property

## 2. DEVELOPMENT OF THE PROPERTY

2.1 Project. Developer shall develop, operate, and maintain, or cause the development, operation and maintenance of, the Property as a forty-eight (48) unit rental residential community, with forty-seven (47) Affordable Units for Extremely Low Income Tenants.

2.2 Density Bonus. The Project Units are allowed under the City's Adaptive Reuse Ordinance. Therefore, no density bonus is required or provided.

2.3 Development Concessions, Incentives, and Waivers. As set forth in the City entitlements, Developer petitioned for and is hereby granted the following concessions, incentives, and waivers as part of the approval of Density Bonus Application No. DBA-2022-1 for the Project:

2.3.1 Onsite parking shall be provided in compliance with Government Code Section 65915(p)(4). No parking concession is requested or provided. Pursuant to the Project plans, the Developer is proposing to provide 20 total onsite parking spaces or 0.42 spaces per unit.

2.3.2 The permitted building height for this Project shall be increased in accordance with Government Code Section 65915(d)(2)(B), such that the maximum building height for this Project shall be 54 feet and 6 inches and four (4) stories.

2.3.3 Certain development standards for this Project shall be waived in accordance with Government Code Section 65915(d)(2)(B), such that all proposed utilities will be undergrounded with the exception of existing overhead power lines over the existing building along with the recorded Southern California Easement (to remain).

2.4 No Further Concessions, Incentives, or Waivers. Developer acknowledges and agrees that the concessions, incentives, and waivers set forth in section 2.3 above fully satisfies any duty City may have under the City Density Bonus for Affordable Housing, the Density Bonus Law, or any other law or regulation to provide any density bonus incentive or to waive any building, zoning, or other requirement in connection with a density bonus. By this Agreement, Developer releases any and all claims Developer may have against City in any way relating to or arising from City's obligation to waive requirements of or provide development incentives pursuant to the City Density Bonus for Affordable Housing and the Density Bonus Law applicable to the Project.

2.5 Unrestricted Units. The Project, for purposes of this Agreement, may have no more than one (1) Unrestricted Unit (i.e. – manager's unit) comprised of one (1) two-bedroom unit.

2.6 Affordable Units. The Project, for purposes of this Agreement, shall have no less than forty-eight (48) Units, which shall be comprised of forty-seven (47) studio units designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with all applicable City approvals.

2.7 Minimum Development Standards for Affordable Units. The Affordable Units shall be constructed in accordance with all applicable City approvals.

2.8 Permits and Processing; Compliance with Laws. Developer, at its sole cost and expense, or as otherwise set forth in a separate written agreement, shall secure or cause to be secured any and all permits that may be required for development of the Project by City or any other federal, state, or local governmental entity with jurisdiction over the Property or Project. Upon securing any and all required permits, and all necessary financing and property interests, Developer shall carry out and perform the development, operation, and maintenance of the Project or cause the performance of the development, operation, and maintenance of the Project, in conformity with all applicable federal, state, and local laws and regulations, and all conditions of approval issued by the City Council and City's Planning Commission for the Project. Any changes to the Project shall be reviewed by the City to determine compliance with this Agreement. If any changes to the Project shall materially alter the ability of Developer to comply with any terms of this Agreement in City's sole determination, then City and Developer shall meet and confer to address amendments and revisions to this Agreement as necessary.

2.9 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs prior to the completion of the development of the Project.

2.10 Local Sourcing Plan. Developer agrees to make a good faith effort to encourage contractors and suppliers to hire and procure locally, to the extent that it is cost effective and does not delay the overall project development schedule. Prior to issuance of a Building Permit, Developer shall develop and submit or cause the development and submittal to the Community Development Agency (the "CDA") a local sourcing plan for the Project targeting, to the extent commercially reasonable, the hiring of qualified workers, construction contractors, or the purchasing of goods locally within the City of Santa Ana. The plan must be reviewed and approved by the CDA which if not granted or denied within five (5) business days, shall be deemed approved (with such approval not to be unreasonably withheld, conditioned or delayed) and be implemented for the construction of the project prior to issuance of Building Permit.

2.11 Mechanic's Liens; Indemnification. Developer shall take all actions reasonably necessary to remove any future mechanic's liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or caused by, at the direction of, or on behalf of Developer. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.1 below, Developer shall provide evidence from the Title Company of any new recordings against the Property or Project. City hereby reserves all rights to post notices

of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld - and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or caused by, at the direction of, or on behalf of, Developer.

### 3. AFFORDABILITY

3.1 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than fifty-five (55) years ("Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on the date that the building in which the Affordable Unit is located receives all required occupancy permits from the City.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep or cause to be kept detailed records of the commencement date of the Total Affordability Term for each Affordable Unit. City shall have the right to review and verify said records without a fee from City to Developer to ensure that the commencement date specified by Developer for an Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Total Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

### 3.3 Levels of Affordability.

3.3.1 Extremely-Low Income Tenants. Subject to the terms of Section 5, Developer covenants that no less than forty-seven (47) Affordable Units in the Project shall at all times during the Density Bonus Housing Agreement Term be rented to, or held vacant and available for immediate occupancy by Extremely-Low Income Tenants, at an Affordable Rent.

### 4. OPERATION OF THE PROJECT BY DEVELOPER

4.1 Payment of Density Bonus Setup Fee. Prior to the Effective Date, Developer delivered payment to City of the required density bonus setup fee in the amount of one-eighth (1/8<sup>th</sup>) of one percent (1%) of the total estimated construction budget for the Project.

4.2 Recording of Documents. No later than issuance of building permits for the Project, Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement. City shall cooperate with Developer in promptly executing in recordable form this Agreement. The date of recording of the Agreement shall be the Effective Date of the Agreement. Upon the date of recording, the terms and conditions

of this Agreement shall be binding upon and run with the Property and the Project. It is the express intent and agreement between the Parties that this Agreement shall remain binding and enforceable against the Property, the Project, and the Units to ensure compliance with the State Density Bonus Law and City Density Bonus Law, and to ensure the continued supply of Affordable Units in the Project, except as expressly set forth in this Agreement.

4.2 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with the terms and conditions set forth in this Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term.

4.3 Location of Affordable Units. During the Density Bonus Housing Agreement Term, the Affordable Units shall be dispersed throughout the Project in accordance with the terms and conditions set forth in this Agreement.

4.4 Occupancy Levels. The number of persons permitted to occupy each Affordable Unit shall not exceed two persons.

4.5 Use of the Property. All uses conducted on the Property by Developer, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Santa Ana Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Project shall at all times during the term of this Agreement be used as a rental supportive housing complex and none of the Affordable Units in the Project, nor shall the Property or any portion thereof, ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. All of the community facilities and any social programs provided to the Project's residents shall be available on an equal, nondiscriminatory basis to residents of all Units at the Project.

4.6 Maintenance. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in a decent, safe and sanitary manner, regardless of cause of the disrepair, to the extent commercially reasonable. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Property at reasonable times following not less than -forty-eight (48) hours' prior written notice and in a reasonable manner to inspect the Project. If at any time Developer fails to maintain the Project or the Property in accordance with this Agreement and such condition is not corrected within seven (7) days after written notice from City with respect to debris and waste material, or within thirty (30) days after written notice from City with respect to general maintenance, landscaping and building improvements, unless Developer has initiated corrections and City has agreed to a reasonable amount of time to complete corrections, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Property and perform all acts and work necessary to protect, maintain, and preserve the Project and the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation

by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to City upon demand. Notwithstanding the foregoing, City acknowledges and agrees that the priority of any such lien shall be deemed to be the date such lien is filed, and not the date this Agreement is recorded.

4.6.1 Property Maintenance Agreement. Subject to review and applicability by the Planning and Building Agency (the “PBA”), the CDA, the Public Works Agency (the “PWA”), and the City Attorney to ensure that the Property and all improvements located thereupon are properly maintained, Developer shall execute a maintenance agreement with the City of Santa Ana or Housing Authority, as applicable, prior to occupancy which shall be recorded against the Property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:

(a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);

(b) Compliance with ongoing operational conditions, requirement and restrictions as applicable, the proper storage and disposal of trash and debris, and/or restrictions on certain uses;

(c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;

(d) Ongoing maintenance, repair and upkeep of the Property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the Property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);

(e) If Developer and the owner of the Property are different (e.g., if the applicant is a tenant or licensee of the Property or any portion thereof), both the applicant and the owner of the Property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms;

(f) The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the Property or any interest in any lease, sublease, license or sublicense, except as set forth herein or unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the maintenance agreement;

(g) The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the Property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the Property in an amount equivalent to the actual costs and/or expense incurred by the City (provided, however, that City acknowledges and agrees that the priority of any such lien shall be deemed to be the date such lien is filed, and not the date this Agreement is recorded); and,

(h) The execution and recordation of the maintenance agreement shall be a condition precedent to the issuance of the Certification of Occupancy.

4.7 Management Plan. Prior to Certificate of Occupancy, Developer shall submit for the reasonable approval of City a “Management Plan” which sets forth in detail the property management duties, a tenant selection process in accordance with this Agreement, a security system (comprised of security cameras with audio voice down capability) and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations for the Property and manner of enforcement, a standard lease form, an operating budget, the identity and emergency contact information of the professional property management company to be contracted with to provide onsite property management services at the Property (“Property Manager”), and other matters relevant to the management of the Property. The Management Plan shall require Developer to adhere to a fair lease and grievance procedure. The management of the Property shall be in compliance with the Management Plan as approved by City.

If City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Management Plan and in this Agreement, City shall provide written notice to Developer of such deficiencies and Developer shall use commercially reasonable efforts to correct such deficiencies. In the event that such deficiencies have not been cured within thirty (30) days, or, if cure is not reasonably possible within 30 days, then unless actions to commence a cure are taken within 30 days and continued thereafter with diligence, City shall have the right to require Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Developer, and which has not less than five (5) years’ experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project. City acknowledges that Developer’s investor limited partner has the right, under Developer’s limited partnership agreement, to direct the general partner to remove the Property Manager. Developer agrees to give City notice of the proposed replacement Property Manager. Such proposed replacement Property Manager shall be subject to the City’s approval (with such approval not to be unreasonably withheld, conditioned or delayed).

4.8 Rental Lease Agreement. Developer shall prepare and obtain City’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, of a rental lease



agreement (“Lease Agreement”). All Lease Agreements must 1) identify the names and ages of all members of the household who will occupy the Affordable Unit; and 2) state that the Household’s right to occupy the Affordable Unit is subject to compliance with the Median Income requirements, as periodically published by HCD. All Lease Agreements must be consistent with the terms contained in this Density Bonus Agreement.

4.8.1 Prohibited Lease Terms. The Lease Agreement may not contain any of the following provisions:

- (a) Agreement to be Sued. Agreement by the tenant to be sued, to admit to guilt, or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;
- (b) Treatment of Property. Agreement by tenant that the Developer may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Developer may dispose of this personal property in accordance with State law;
- (c) Excusing Developer of Responsibility. Agreement by the tenant not to hold the Developer of the Developer’s agent legally responsible for any action or failure to act, whether intentional or negligent;
- (d) Waiver of Notice. Agreement of the tenant that the Developer may institute a lawsuit without notice to the tenant;
- (e) Waiver of Legal Proceedings. Agreement by the tenant that the Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- (f) Waiver of a Jury Trial. Agreement by the tenant to waive any rights to a trial by jury;
- (g) Waiver of Right to Appeal Court Decision. Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (h) Tenant Chargeable with Cost of Legal Action Regardless of Outcome. Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant. The tenant, however, may be obligated to pay attorney’s fees and costs if the tenant loses, if provided for under applicable law or court ruling.

4.9 Selection of Tenants.

4.9.1 Developer shall review the selection of tenants for the Affordable Units in compliance with lawful and reasonable criteria and the requirements of this Agreement. Each Affordable Unit shall be leased to Eligible Households that are chronically homeless and document-ready individuals on the Coordinated Entry List. All residents will be referred from the County of Orange Coordinated Entry System.

4.9.2 Local preference for Santa Ana residents and workers in tenant selection for the Affordable Units shall be a requirement of the Project. Subject to applicable laws and regulations governing nondiscrimination and preferences in housing occupancy required by the State of California, the Developer shall give preference or cause for the preference in leasing the Affordable Units to households that live and/or work in the City of Santa Ana or who have an active Housing Choice Voucher issued by the Housing Authority of the City of Santa Ana or any other Public Housing Authority.

4.9.3 Prior to the rental or lease of an Affordable Unit to a tenant(s), Developer shall require the tenant(s) or cause for the tenant(s) to be required to execute a written lease and to complete a Tenant Income Verification Form (in substantially the form attached hereto as Exhibit B) certifying that the tenant(s) occupying the Affordable Unit is/are an Eligible Household and otherwise meet(s) the eligibility requirements established for the Affordable Unit. Developer shall verify the income of the tenant(s) as set forth herein. Developer and City shall be entitled to rely on the Tenant Income Verification Form and supporting documentation provided by tenant(s) unless Developer or City has knowledge of, or a reasonable basis for belief as to, the inaccuracy or falsehood of any of the supporting documentation.

#### 4.10 Income Verification and Certification.

Developer covenants to City that it will at all times abide by all specific compliance standards set forth in the regulatory agreements entered into between the Developer and all public funding sources. Developer will abide by all standards including but not limited to number of extremely-low and very-low and low-income affordable units by number of bedrooms, standards for qualifying household incomes and other qualifying criteria. Developer shall provide City with a certified copy of each of the recorded regulatory agreements applicable to the Project. The compliance standards set forth in said regulatory agreements are hereby incorporated by reference as fully set forth herein. In the event of a conflict between this Agreement and the regulatory agreements: (1) the more stringent requirement shall prevail if such interpretation eliminates the relevant conflict; or (2) regulatory agreements, or any of them, shall prevail.

Developer shall be entitled to rely on the Tenant Income Verification Form and supporting documentation provided by tenant(s) unless Developer has knowledge of, or a reasonable basis for belief as to, the inaccuracy or falsehood of any of the supporting documentation. Developer shall make reasonable efforts to verify or cause to be verified that the income and asset statement provided by an applicant in an income certification is accurate by taking, at a minimum, at least one of the following steps as a part of the verification process: (1) obtain three months consecutive pay stubs for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) obtain an income verification form from the applicant's current employer, (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

4.10.1 Gross Household Income. Gross household income means all income from whatever source from all adult Household members, which is anticipated to be received during the

12-month period following the date of the determination of Gross Household Income. The applicable sources of income are defined in California Code of Regulations Title 25 Housing and Community Development Section 6914.

4.10.2 Annual Recertification. Developer agrees to recertify or cause to be recertified household eligibility annually. Notification of Annual Tenant Recertification shall be sent to the household in substantially the form attached hereto as Exhibit C. An Annual Rental Housing Compliance Report (“Annual Compliance Report”) shall be sent by Developer to the City in substantially the form attached hereto as Exhibit D for City’s review and approval. The Annual Compliance Report shall be due to the City within 30 days of the anniversary of the commencement of the Total Affordability Term, which is the date that each building receives all required occupancy permits from the City.

4.11 Monitoring and Recordkeeping. Throughout the Term of this Agreement, Developer shall annually complete or cause to be completed and submit to City a Certification of Continuing Program Compliance in the form provided by City. Developer agrees to pay annually to City a fee (“City Monitoring Fee”), for the purpose of paying the actual costs associated with the City’s obligation to monitor Developer’s compliance with the affordability restrictions contained in this Agreement related to the Affordable Units, not to exceed monitoring costs for up to forty-seven (47) Affordable Units. The City Monitoring Fee, including any increases thereto, is set by City resolution, based on review and analysis of the actual costs incurred by City to perform said monitoring activities. As of the Effective Date, the City Monitoring Fee is One Hundred Eleven Dollars and Ninety-One Cents (\$111.91) per unit. Representatives of City shall be entitled to enter the Property if necessary after review of above documentation, upon at least forty-eight (48) hours written notice, to monitor compliance with this Agreement, and shall be entitled to inspect the records of the Project relating to the Affordable Units and to conduct an independent audit or inspection of such records at a location within the City that is reasonably acceptable to the City without a fee from the City. Developer agrees to cooperate with City in making the Property and the records of the Project relating to the Affordable Units available for such inspection or audit. Developer agrees to maintain or cause for the maintenance of each record of the Project for no less than five (5) years after creation of each such record.

Developer shall allow the City to conduct annual inspections of each of the Affordable Units on the Property after the date of construction completion, with not less than forty-eight (48) hours prior written notice. Developer shall commence to cure or cause the commencement to cure any defects or deficiencies found by the City while conducting such inspections within ten (10) business days of written notice thereof, or such longer period as is reasonable within the reasonable discretion of the City.

4.12 Notice of Affordability Restrictions on Transfer of Property. In the event the Property Owner wishes to sell or transfer the Property, or the Developer wishes to sell or transfer the Project and assign the ground lease to the Property, during the Total Affordability Term, the City and the Developer shall execute and deposit into escrow, or record against the Property, a Notice of Affordability Restrictions on Transfer of the Property as contained herein (Exhibit E). The sale or transfer of the Property, or assignment of ground lease, shall not be effective unless

and until the City and the transferee execute the documents necessary to transfer the Density Bonus Agreement obligations from the Developer to the transferee.

4.13 Onsite Supportive Services, Programs and Amenities. Throughout the Term of this Agreement, and to the extent such can be coordinated with and supplied by philanthropic and other social welfare providers, Developer shall provide residents of the Project, or cause to be provided to residents of the Project, access to discounted or no-cost onsite supportive services, programming and amenities that promote independent living and economic mobility and include but are not limited to: health and wellness services, social activities, and physical or recreational amenities.

4.14 Alternative Transportation and Energy Source, Resource Conservation, and LEED Certification. While not a condition of the Project's Density Bonus, in recognition of the City's desire to optimize the energy efficiency of the Project, Developer agrees to consult with the project design team, a CABEC certified 2016 Certified Energy Analyst, a LEED AP Homes (low-rise and mid-rise), LEED AP BD+C (high rise), National Green Building Standard (NGBS) Green Verifier, or GreenPoint Rater (*one person may meet both of these latter qualifications*) early in the Project design process to evaluate a building energy model analysis and identify and consider energy efficiency or generation measures. Prior to the meeting, the energy analyst shall complete an initial energy model based on either current T24 standards or, if the Project is eligible, the California Utility Allowance Calculator using best available information on the Project. To the extent financially feasible for the Project, Developer agrees to incorporate and optimize energy efficient building materials, methods, and amenities.

4.15 Onsite Property Manager. The Project shall have 24-hour on-site Property management services and personnel. Up-to-date 24-hour contact information for the on-site personnel shall be provided to the following City agencies on an ongoing basis:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.16 Emergency Evacuation Plan. Developer shall submit and obtain approval of an Emergency Evacuation Plan (the EEP) from City Police and Fire Protection agencies prior to issuance of a Certificate of Occupancy. Up-to-date 24-hour emergency contact information for the on-site personnel shall be provided to the City on an ongoing basis and the approved EEP shall be kept onsite and also be submitted to the following City agencies:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.17 Crime Free Housing Policy. Developer shall work with City staff to develop a crime free housing policy, procedure, and design plan (the "CFH Plan"). Developer shall submit and obtain approval from the PBA that the CFH Plan meets the requirements of this Subsection 4.17 prior to issuance of the Certificate of Occupancy. The approved CFH Plan shall be implemented and administered by Property management.

4.18 Onsite Parking Management Plan. Developer has agreed to provide twenty (20) onsite parking stalls for residents and visitors of the Project and actively monitor the parking demand of the Project site. Developer shall continually monitor and take commercially reasonable measures to manage the parking demand of the Project site - to mitigate the use of offsite parking spaces on private or public properties and/or right-of-way. Prior to issuance of the Certificate of Occupancy, Developer shall submit and obtain approval from the Planning and Building Agency of a Parking Management Plan (the "PMP") to address the parking demands of the Project. The approved PMP shall be adhered to and be enforced by the Project at all times.

4.19 Marketing and Resident Selection Plan. Each Affordable Unit shall be leased to Eligible Households selected by Developer who meet all of the requirements provided herein. Prior to Certificate of Occupancy, Developer shall prepare and obtain City's approval of a marketing program and resident selection plan for the leasing of the Affordable Units at the Project ("Marketing Program"). The leasing of the Affordable Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval. Upon request, Developer shall provide City with periodic reports with respect to the leasing of the Housing Units.

4.19.1 The Marketing Program shall include, but is not limited to, marketing and community outreach activities, proposed tenant selection criteria, occupancy standards, income requirements, timeline and details for outreach and marketing, data collection, record keeping and monitoring, procedures for complaints, and compliance assessment. Components of the resident selection plan shall include, but are not limited to, the application process, interview procedure, apartment offer and assignment, rejected applications, and wait list management. All requirements set forth herein shall be incorporated in the Marketing Program.

## 5. EFFECT OF LOSS OF PROJECT SUBSIDY AND/OR FORECLOSURE

It is anticipated that the Project will be supported by various subsidy programs, including, without limitation, Project-Based Section 8 rental subsidy payments, and a capitalized operating subsidy reserve (collectively with any other subsidies committed to the Project as of the Effective Date, the "Project Subsidy"). Notwithstanding anything to the contrary contained in this Agreement, if, during the "Density Bonus Housing Agreement Term" (as defined in Section 6 below), (i) any portion of the Project Subsidy is reduced, terminated or not renewed, through no fault of Developer, such that the Project Subsidy as it exists as of the Effective Date is no longer available (or available in a lesser amount) then the Developer may request approval of the City (any such request, an "Affordability Adjustment Request") to (a) allow persons and families whose income does not exceed sixty (60%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD ("60% Households") to rent and occupy some or all of the Affordable Units (any such Affordable Units, the "Adjusted Affordable Units"), and (b) to increase the rent on the Adjusted Affordable Units to rents that are affordable to 60% Households, pursuant to Health and Safety Code section 50053(b).

Concurrently with any Affordability Adjustment Request, Developer shall provide City with evidence of the anticipated reduction or termination of the Project Subsidy, and of the adjustments and increases necessary to enable the Project to attain, and to maintain throughout the Density Bonus Housing Agreement Term, a positive cash flow. Developer's Affordability Adjustment Request and/or the termination of special and/or target population requirements is subject to the City's approval, such approval not to be unreasonably withheld, conditioned or delayed.

Upon City's approval of any Affordability Adjustment Request, Developer hereby agrees to the following:

A. Developer shall provide tenants in the Adjusted Affordable Units with at least sixty (60) days' written notice of any rent increase and shall notify each tenant that if they have received a tenant-based voucher from the Santa Ana Housing Authority or any other governmental entity they may use such voucher to pay the rent for their Adjusted Affordable Unit;

B. No later than sixty (60) days prior to the proposed implementation of any rent increase, Developer shall submit to City a schedule of any proposed increase in the rent for review and approval by City (such approval not to be unreasonably withheld, conditioned or delayed).

#### 6. TERM OF THIS AGREEMENT

The term of this Agreement ("Density Bonus Housing Agreement Term") shall commence on the Effective Date and shall continue until the date that is fifty-five (55) years after the City issues the last certificate of occupancy for the building in which the Affordable Units are located.

#### 7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein), constitutes a default under this Agreement; provided, however, if such default is of the nature reasonably requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

7.2 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be liable for speculative, consequential, punitive or other indirect damages, and each Party waives any right to collect speculative, consequential, punitive or other indirect damages against the other Party.

7.3 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, conditioned or delayed and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of any of the Indemnitees.

7.4 Termination. Prior to the issuance of building permits for the Project, Developer has the right to terminate this Agreement by written notice to City if one or more of the following does not occur: (1) approval and execution of a ground lease between Property Owner and Developer (or an entity formed by Developer to lease the Property) in their reasonable discretion for the lease of the Property; or, (2) receipt by Developer of all financing required for the Project.

## 8. ASSIGNMENT; COVENANTS RUN WITH THE LAND

### 8.1 Assignment by Developer.

8.1.1 Prohibited Transfers or Assignments. Except as authorized in this Section or Section 8.1.2 below, Developer shall not sell, transfer, or assign the Property or Project in whole or in part, or transfer or assign Developer's rights and obligations in this Agreement, in whole or in part, without City's prior written approval, which shall not be unreasonably withheld, conditioned or delayed ("Permitted Transfer"); provided, however, Developer shall have the right without City's prior written approval to transfer or assign the Property, Project and/or Developer's rights and obligations in this Agreement to any entity that is controlled by, or is under common control with, Developer or Developer's managing general partner, and Developer shall thereafter be released from any future obligations under this Agreement. In connection with Permitted Transfer, Developer shall: (i) notify City in writing of the sale, transfer, or assignment of all or any portion of the Property, and (ii) deliver to City an assignment and assumption agreement (or other agreement) in a form approved by City in its reasonable discretion and executed by Developer and its transferee/assignee pursuant to which Developer's transferee/assignee assumes all of Developer's covenants and obligations set forth herein with respect to the Property or the portion thereof so transferred. Any request for transfer or assignment of the Agreement by Developer shall require the payment of fees or a deposit to pay for the City's actual, documented expenses to review the request. Upon the delivery of the assignment and assumption agreement as provided for above for a Permitted Transfer, or in the event of a sale of the Property/Project as provided for in this Section 8.1.1, Developer shall be released from any future obligations under this Agreement.

8.1.2 Lease of Property. Developer agrees and declares that the Property and the Project shall be leased, rented, used, occupied, operated, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and

shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the Density Bonus permit approvals received for this Project have been made on the condition that Developer and all subsequent lessees, or other successors and assigns of the Property and/or Project lease and rent the Affordable Units in accordance with the terms and conditions stipulated in Sections 4, 5 and 6 of this Agreement for a term of fifty-five (55) consecutive years commencing upon the date of issuance of the last certificate of occupancy for the Project.

8.1.3 Subsequent Assignment. As used in this Agreement, the term "Developer" shall be deemed to include any such transferee or assignee after the date such sale, transfer, or assignment occurs in compliance with this Agreement.

8.1.4 Unpermitted Assignments Void. Any sale, transfer, or assignment made in violation of this Agreement shall be null and void, and City shall have the right to pursue any right or remedy at law or in equity to enforce the provisions of the restriction against unpermitted sales, transfers, or assignments.

8.2 Covenants Run with the Land. The Property shall be used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's lease interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

## 9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties with respect to the density bonus incentive and concession provided to the Project, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or



expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.2 Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance approved by the City Council, or through the City Manager as detailed herein, and signed on behalf of each Party. The City Manager shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, and/or enter into amendments of this Agreement on behalf of City, including but not limited to amendments to this Agreement for consistency with other Project agreements, funding sources or to assist Developer in obtaining other funding sources. Any requested alteration, change or modification of the Agreement by Developer shall require the payment of fees or deposit by Developer to City, as applicable, to pay for City's actual, documented expenses to review the request. Each alteration, change, or modification to this Agreement shall be recorded against the Property in the Official Records of Orange County, California.

9.3 Notices.

9.3.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Federal Express), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider. All notices shall be addressed as follows:

If to City:                      City of Santa Ana  
    Community Development Agency  
    20 Civic Center Plaza (M-26)  
    P.O. Box 1988  
    Santa Ana, California 92702  
    Attention: Housing Manager

With a copy to:                Office of the City Attorney  
    City of Santa Ana  
    20 Civic Center Plaza, 7th Floor (M-29)  
    Santa Ana, California 92702

If to Developer:                During construction:  
    Jamboree Housing Corporation

17701 Cowan Ave., Suite 200  
Irvine, CA 92614  
Attention: Chief Executive Officer

Following construction:  
Jamboree Housing Corporation  
17701 Cowan Ave., Suite 200  
Irvine, CA 92614  
Attention: Asset Manager

With copies to: Rutan & Tucker, LLP  
18575 Jamboree Road, 9<sup>th</sup> Floor  
Irvine, CA 92612  
Attention: Patrick D. McCalla

And to: WISEPlace  
1411 N. Broadway  
Santa Ana, CA 92706  
Attention: Brateil Aghasi

And to: Odu & Associates, PC  
31805 Temecula Parkway #720  
Temecula, CA 92592  
Attention: Nkechi C. Odu, Esq.

9.3.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.4 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.5 Interpretation and Governing Law. This Agreement and any dispute hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

9.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.7 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

9.8 Intentionally Omitted.

9.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.10 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term "days" shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, "business days" shall mean every day of the week except Saturdays, Sundays, official State holidays as recognized in Government Code Section 19853(a) or successor statute, and any days in which Santa Ana City Hall is closed for business.

9.11 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

9.12 Non-Discrimination. In performing its obligations under this Agreement, Developer shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other related activities. Developer affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

9.13 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

9.14 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, epidemics or pandemics as declared by federal, state, or local emergency resolution, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes reasonably beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

9.15 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

9.16 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all permitted successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest approved pursuant to this Agreement during ownership of the Property or any portion thereof.

9.17 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

9.18 Jurisdiction and Venue. Any action at law or in equity under this Agreement or brought by a Party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the Parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.19 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.20 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and in the satisfaction of the Project and conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or the Project or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements or amendments to this agreement as may be reasonably necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

9.21 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this

Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party, and that there are no uncured defaults in the performance of the requesting Party, except as may be represented by the requesting Party.

9.22 No Subordination; Mortgagee Protection; Covenants Do Not Impair Liens. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project or to cause the development, operation and maintenance of the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law, City Density Bonus for Affordable Housing, and the terms and conditions of this Agreement. For the Term of the Density Bonus Housing Agreement, this Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project. This Agreement shall not prevent or limit Developer, in Developer's reasonable discretion, from encumbering the Property or any portion thereof of or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property or Project and such action shall not constitute an assignment of this Agreement. No violation or breach of covenants, conditions, restrictions, provisions, or limitations contained in this Agreement shall defeat or render invalid or diminish or in any way impair the lien or charge of any mortgage or deed of trust or security instrument.

9.23 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

9.24 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties hereto have caused this Density Bonus Housing Agreement to be executed on the date set forth at the beginning of this Agreement.

ATTEST:

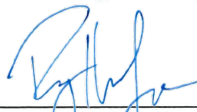
CITY OF SANTA ANA

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM**

Sonia R. Carvalho  
City Attorney

  
\_\_\_\_\_  
By: Ryan O. Hodge  
Assistant City Attorney

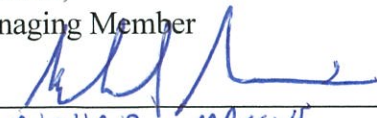
**RECOMMENDED FOR APPROVAL:**

**NORTH BROADWAY HOUSING PARTNERS LP,**  
a California limited partnership

\_\_\_\_\_  
Steven A. Mendoza  
Executive Director  
Community Development Agency

By: JHC-North Broadway LLC,  
a California limited liability company,  
its General Partner

By: Jamboree Housing Corporation,  
a California nonprofit public benefit  
corporation,  
its Managing Member

By:   
Name: MICHAEL MASSIE  
Title: CHIEF DEVELOPER/PLANNING

By execution below, Property Owner consents to the recordation of this Agreement against its fee interest in the Property:

WISEPLACE,  
a California nonprofit public benefit corporation

By: Brateil Aghani

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY



Order No: 09196820-919-KRC-KRE

**EXHIBIT “A”**

All that certain real property situated in the County of **Orange**, State of California, described as follows:

## PARCEL 1:

THE EAST 130.00 FEET OF THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1869 IN [BOOK “B”, PAGE 410](#) OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED, AS FOLLOWS:

BEGINNING AT A POINT 1028.50 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN;  
THENCE WEST 319.70 FEET TO A PORTION THE CENTERLINE OF SYCAMORE STREET, AS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT, SUPERIOR COURT CASE NO. 23280, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 8, 1929 IN [BOOK 227, PAGE 401 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING THE TRUE POINT OF BEGINNING;  
THENCE WEST 310.37 FEET TO THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN A DEED TO T. J. MULLINIX RECORDED OCTOBER 29, 1897 IN [BOOK 33, PAGE 197](#) OF DEEDS OF SAID ORANGE COUNTY;  
THENCE NORTH 77 FEET 1 INCH;  
THENCE EAST 310.37 FEET TO SAID CENTERLINE;  
THENCE SOUTH 77 FEET 1 INCH TO THE TRUE POINT OF BEGINNING.

## PARCEL 2:

THE WEST HALF OF THAT PORTION OF THE LAND ALLOTTED TO JACOB ROSS, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN [BOOK “B”, PAGE 410](#) OF JUDGEMENT OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1028.50 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN;  
THENCE WEST 630.00 FEET;  
THENCE SOUTH 75.00 FEET;  
THENCE EAST 630.00 FEET;  
THENCE NORTH 75.00 FEET TO THE POINT OF BEGINNING.

THE EAST LINE OF SAID WEST HALF BEING THE CENTERLINE OF SYCAMORE STREET, AS DESCRIBED IN THAT CERTAIN FINAL JUDGMENT, SUPERIOR COURT CASE NO. 23280, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 8, 1929 IN [BOOK 227, PAGE 401 OF OFFICIAL RECORDS](#) OF ORANGE COUNTY, CALIFORNIA.

Assessor’s Parcel Number:     **398-523-04**

MAP

**EXHIBIT B**

TENANT VERIFICATION

# TENANT INCOME CERTIFICATION

Effective Date: EXHIBIT 5  
 Move-In Date: \_\_\_\_\_  
 (MM-DD-YYYY)

Initial Certification     Recertification     Other \_\_\_\_\_

## PART I - DEVELOPMENT DATA

Property Name: \_\_\_\_\_ County: \_\_\_\_\_ TCAC#: \_\_\_\_\_ BIN#: \_\_\_\_\_  
 Address: \_\_\_\_\_ If applicable, CDLAC#: \_\_\_\_\_  
 Unit Number: \_\_\_\_\_ # Bedrooms: \_\_\_\_\_ Square Footage: \_\_\_\_\_

## PART II. HOUSEHOLD COMPOSITION

Vacant (Check if unit was vacant on December 31 of the Effective Date Year)

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	Student Status (Check One)	Last 4 digits of Social Security #
1				HEAD		FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
2						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
3						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
4						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
5						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
6						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	
7						FT <input type="checkbox"/> / PT <input type="checkbox"/> / NA <input type="checkbox"/>	

## PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
<b>TOTALS</b>	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$

## PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS: \$

Enter Column (H) Total  
If over \$5000 \$ \_\_\_\_\_ X

Passbook Rate  
0.06%

= (J) Imputed Income

\$

Enter the greater of the total of column I, or J: imputed income

**TOTAL INCOME FROM ASSETS (K)**

\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

## HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

**PART V. DETERMINATION OF INCOME ELIGIBILITY**

<p>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 \$ <span style="border: 2px solid black; display: inline-block; width: 150px; height: 25px; vertical-align: middle;"></span></p> <p>Current Federal LIHTC Income Limit per Family Size (Federal Income Restriction at 60%, 50% or A.I.T. (20% - 80%)): \$ _____</p> <p>If Applicable, Current Federal Bond Income Limit per Family Size: \$ _____</p> <p>Household Income as of Move-in: \$ _____</p>	<p>Unit Meets Federal Income Restriction at:  <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Or Federal A.I.T. at:  <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60% <input type="checkbox"/> 50%  <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> 20%</p> <p>Unit Meets State Deeper Targeting Income Restriction at:  <input type="checkbox"/> Other _____%</p>	<p style="text-align: right;"><b>RECERTIFICATION ONLY:</b></p> <p style="text-align: right;">Current Federal LIHTC Income Limit x 140%: \$ _____</p> <p style="text-align: right;">Household Income exceeds 140% at recertification:  <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: right;">Household Size at Move-in: _____</p>
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**PART VI. RENT**

<p>Tenant Paid Monthly Rent: \$ _____</p> <p>Monthly Utility Allowance: \$ _____</p> <p>Other Monthly Non-optional charges: \$ _____</p> <p><b>GROSS MONTHLY RENT FOR UNIT:</b> (Tenant paid rent plus Utility Allowance &amp; other non-optional charges) \$ <span style="border: 2px solid black; display: inline-block; width: 150px; height: 25px; vertical-align: middle;"></span></p> <p>Maximum Federal LIHTC Rent Limit for this unit: \$ _____</p> <p>If Applicable, Maximum Federal &amp; State LIHTC Bond Rent Limit for this unit: \$ _____</p> <p>Unit Meets Federal Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Or Federal A.I.T. at: <input type="checkbox"/> 80% <input type="checkbox"/> 70% <input type="checkbox"/> 60%  <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30%  <input type="checkbox"/> 20%</p> <p>If Applicable, Unit Meets Bond Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50%</p> <p>Unit Meets State Deeper Targeting Rent Restriction at: <input type="checkbox"/> Other: _____%</p>	<p>Federal Rent Assistance: \$ _____ *Source: _____</p> <p>Non-Federal Rent Assistance: \$ _____ (*0-8)</p> <p><b>Total Monthly Rent Assistance:</b> \$ _____</p> <p>*Source of Federal Assistance</p> <ol style="list-style-type: none"> <li>1 **HUD Multi-Family Project Based Rental Assistance (PBRA)</li> <li>2 Section 8 Moderate Rehabilitation</li> <li>3 Public Housing Operating Subsidy</li> <li>4 HOME Rental Assistance</li> <li>5 HUD Housing Choice Voucher (HCV), tenant-based</li> <li>6 HUD Project-Based Voucher (PBV)</li> <li>7 USDA Section 521 Rental Assistance Program</li> <li>8 Other Federal Rental Assistance</li> <li>0 Missing</li> </ol> <p>** (PBRA) Includes: Section 8 New Construction/Substantial Rehabilitation; Section 8 Loan Management; Section 8 Property Disposition; Section 202 Project Rental Assistance Contracts (PRAC)</p>
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**PART VII. STUDENT STATUS**

<p>ARE ALL OCCUPANTS FULL TIME STUDENTS?  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, Enter student explanation* (also attach documentation)</p> <p style="text-align: center;">Enter 1-5</p>	<p>*Student Explanation:</p> <ol style="list-style-type: none"> <li>1 AFDC / TANF Assistance</li> <li>2 Job Training Program</li> <li>3 Single Parent/Dependent Child</li> <li>4 Married/Joint Return</li> <li>5 Former Foster Care</li> </ol>
--	--	--

**PART VIII. PROGRAM TYPE**

Identify the program(s) for which this household's unit will be counted toward the property's occupancy requirements.

<p><b>Select one of the following.</b></p> <p><input type="checkbox"/> 9% Allocated Federal Housing Tax Credit</p> <p><input type="checkbox"/> 4% Allocated Federal Housing Tax Credit</p> <p><input type="checkbox"/> Tax-Exempt Bond Only (No tax credits)</p>	<p><b>Select all that apply.</b></p> <p><input type="checkbox"/> HOME (including TCAP)</p> <p><input type="checkbox"/> CDBG</p> <p><input type="checkbox"/> Other HUD, including 202, 811, and 236</p> <p><input type="checkbox"/> National Housing Trust Fund</p> <p><input type="checkbox"/> USDA Rural Housing Service, including 514, 515, and 538</p> <p><input type="checkbox"/> Other state or local housing programs</p>
--	--

**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

\_\_\_\_\_  
SIGNATURE OF OWNER/REPRESENTATIVE

\_\_\_\_\_  
DATE

**PART IX. SUPPLEMENTAL INFORMATION FORM**

The California Tax Credit Allocation Committee (CTCAC) requests the following information in order to comply with the Housing and Economic Recovery Act (HERA) of 2008, which requires all Low Income Housing Tax Credit (LIHTC) properties to collect and submit to the U.S. Department of Housing and Urban Development (HUD), certain demographic and economic information on tenants residing in LIHTC financed properties. Although the CTCAC would appreciate receiving this information, you may choose not to furnish it. You will not be discriminated against on the basis of this information, or on whether or not you choose to furnish it. If you do not wish to furnish this information, please check the box at the bottom of the page and initial.

Enter both Ethnicity and Race codes for each household member (see below for codes).

TENANT DEMOGRAPHIC PROFILE						
HH Mbr #	Last Name	First Name	Middle Initial	Race	Ethnicity	Disabled
1						
2						
3						
4						
5						
6						
7						

**The Following Race Codes should be used:**

- 1 – White – A person having origins in any of the original people of Europe, the Middle East or North Africa.
- 2 – Black/African American – A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” apply to this category.
- 3 – American Indian/Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 4 – Asian – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent:
  - 4a – Asian India
  - 4b – Chinese
  - 4c – Filipino
  - 4d – Japanese
  - 4e – Korean
  - 4f – Vietnamese
  - 4g – Other Asian
- 5 – Native Hawaiian/Other Pacific Islander – A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands:
  - 5a – Native Hawaiian
  - 5b – Guamanian or Chamorro
  - 5c – Samoan
  - 5d – Other Pacific Islander

- 6 – Other
- 7 – Did not respond. **(Please initial below)**

*Note: Multiple racial categories may be indicated as such: 31 – American Indian/Alaska Native & White, 41 – Asian & White, etc.*

**The Following Ethnicity Codes should be used:**

- 1 – Hispanic – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. Terms such as “Latino” or “Spanish Origin” apply to this category.
- 2 – Not Hispanic – A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- 3 – Did not respond. **(Please initial below)**

**Disability Status:**

- 1 – Yes
  - If any member of the household is disabled according to Fair Housing Act definition for handicap (disability):
    - A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment or being regarded as having such an impairment. For a definition of “physical or mental impairment” and other terms used, please see 24 CFR 100.201, available at <http://fairhousing.com/legal-research/hud-regulations/24-cfr-100201-definitions>.
    - “Handicap” does not include current, illegal use of or addiction to a controlled substance.
    - An individual shall not be considered to have a handicap solely because that individual is a transgender.
- 2 – No
- 3 – Did not respond **(Please initial below)**

**Resident/Applicant:** I do not wish to furnish information regarding ethnicity, race and other household composition.

(Initials) \_\_\_\_\_  
 (HH#)            1.            2.            3.            4.            5.            6.            7.

## **INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION**

*This form is to be completed by the owner or an authorized representative.*

### **Part I - Development Data**

Enter the type of tenant certification: Initial Certification (move-in), Recertification (annual recertification), or Other. If other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual income recertification's, this effective date should be no later than one year from the effective date of the previous (re)certification.
Move-In Date	Enter the most recent date the household tax credit qualified. This could be the move-in date or in an acquisition rehab property, this is not the date the tenant moved into the unit, it is the most recent date the management company income qualified the unit for tax credit purposes.
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
TCAC#	Enter the project number assigned to the property by TCAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: CA-2010-123
BIN #	Enter the building number assigned to the building (from IRS Form 8609).
Address	Enter the physical address of the building, including street number and name, city, state, and zip code.
If applicable, CDLAC#	If project is awarded 4% bonds please enter the project number assigned to the property by CDLAC. Please include hyphens between the state abbreviation, four digit allocating year, and project specific number. For example: 16-436
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
Square Footage	Enter the square footage for the entire unit.
Vacant Unit	Check if unit was vacant on December 31 of requesting year. For example, for the collection of 2011 data, this would refer to December 31, 2011.

### **Part II - Household Composition**

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following definitions:

H	Head of Household	S	Spouse	U	Unborn Child/Anticipated Adoption or Foster
A	Adult Co-Tenant	O	Other Family Member		
C	Child	F	Foster child(ren)/adult(s)		
L	Live-in Caretaker	N	None of the above		

Date of Birth	Enter each household member's date of birth.
Student Status	Check FT for Full-time student, PT for Part-time student, or N/A if household member is not a student and question does not apply.
Last Four Digits of Social Security Number	For each tenant 15 years of age or older, enter the last four digits of the social security number or the last four digits of the alien registration number. If the last four digits of SSN or alien registration is missing, enter 0000. For tenants under age 15, social security number not required, although please enter 0000.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note “zero” in the columns of Part III.

- Column (A) Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. If individual household member income is provided, list the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.)
- Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 0.06% and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J)
- Row (L) Total Annual Household Income From all Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

- Total Annual Household Income from all Sources Enter the number from item (L).
- Current Federal LIHTC Income Limit per Unit Meets Federal Income Restriction at 60%, 50% or A.I.T (20% - 80%) Enter the Current Move-in Income Limit for the household size – specifically, the max income limit for the federal 60%, 50% or A.I.T (20% - 80%) set aside.
- Current Bond Income Limit per Family Size Enter the Current most restrictive Move-in Income Limit for the household size – specifically, the max income limit incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.

Household Income at Move-in	For recertifications only. Enter the household income from the move-in certification.
Household Size at Move-in	Enter the number of household members from the move-in certification.
Current Federal LIHTC Income Limit x 140%	For recertifications only. Multiply the current LIHTC Maximum Move-in Income Limit by 140% and enter the total. <b>140% is based on the Federal Set-Aside of 20/50 or 40/60, or A.I.T. (20% - 60% = 140% X 60%, 70% = 140% X 70% and 80% = 140% X 80%) as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc.</b> Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the LIHTC Income Limit per Family Size at Move-in date (above), then the available unit rule must be followed.
Unit Meets Federal Income Restriction at or Federal A.I.T. at	Check the appropriate box for the income restriction that the household meets according to what is required by the federal set-aside(s) for the project.
Unit Meets State Deeper Targeting Income Restriction at	If your agency requires an income restriction lower than the federal limit, enter the percent required.

**Part VI - Rent**

Tenant Paid Monthly Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Federal Rent Assistance	Enter the amount of rent assistance received from a federal program, if any.
Non-Federal Rent Assistance	Enter the amount of non-federal rent assistance received, if any.
Total Monthly Rent Assistance	Enter the amount of total rent assistance received, if any.
Source of Federal Rent Assistance	If federal rent assistance is received, indicate the single program source.
Monthly Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other Monthly Non-Optional Charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Monthly Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges. The total may NOT include amounts other than Tenant Paid Rent, Utility Allowances and other non-optional charges. In accordance with the definition of Gross Rent in IRC §42(g)(2)(B), it may not include any rent assistance amount.
Maximum LIHTC Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent limit for the federal 50%, 60% or A.I.T. (20% - 80%) set aside. This does not include state deeper targeting levels.
Maximum LIHTC Bond Rent Limit for this unit	Enter the maximum allowable gross rent for the unit. This amount must be the maximum amount allowed by the Current Income Limit per Family Size – specifically, the max rent incorporating both federal and in some instances more restrictive state standards as reflected in the 50% or 60% set aside detailed in the Bond Regulatory Agreement.
Unit Meets Federal Rent Restriction at or Federal A.I.T. at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal set-aside(s) for the project.
Unit Meets Bond Rent Restriction at	Indicate the appropriate rent restriction that the unit meets according to what is <u>required</u> by the federal and state law for the project.
Unit Meets State Deeper Targeting Rent Restriction at	If your agency requires a rent restriction lower than the federal limit, enter the percent required.

**Part VII - Student Status**

If all household members are full time\* students, check “yes”. Full-time status is determined by the school the student attends. If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.



Select the program(s) for which this household’s unit will be counted toward the property’s occupancy requirements. One response from the first column must be selected.

**SIGNATURE OF OWNER/REPRESENTATIVE**

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

**PART IX. SUPPLEMENTAL INFORMATION**

*Complete this portion of the form at move-in and at recertification’s (only if household composition has changed from the previous year’s certification).*

Tenant Demographic Profile

Complete for each member of the household, including minors. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.

Resident/Applicant Initials

All tenants who wish not to furnish supplemental information should initial this section. Parent/Guardian may complete and initial for minor child(ren).

**TENANT INCOME CERTIFICATION QUESTIONNAIRE**

**EXHIBIT 5**

*One Form per Adult Member of the Household*

NAME: _____	TELEPHONE NUMBER: _____
<input type="checkbox"/> <b>Initial Certification</b>	BIN # _____
<input type="checkbox"/> <b>Re-certification</b>	
<input type="checkbox"/> <b>Other</b>	Unit # _____

**INCOME INFORMATION**

	YES	NO		MONTHLY GROSS INCOME
1.	<input type="checkbox"/>	<input type="checkbox"/>	I am self-employed. (List nature of self employment) _____	(use <u>net</u> income from self-employment only) \$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you:  Name of Employer 1) _____ 2) _____ 3) _____	\$ _____ \$ _____ \$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$ _____
6.	<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$ _____
7.	<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$ _____
8.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$ _____
9.	<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$ _____
10.	<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$ _____
11.	<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
12.	<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$ _____
13.	<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) _____	\$ _____ \$ _____
14.	<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$ _____
15.	<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received  *For Households receiving Section 8 Assistance Only	\$ _____

**ASSET INFORMATION**

	YES	NO		INTEREST RATE	CASH VALUE
16.	<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) _____ 2) _____	_____% _____%	\$ _____ \$ _____

**EXHIBIT 5**

17.	<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) _____ 2) _____	_____% _____%	\$ _____ \$ _____
18.	<input type="checkbox"/>	<input type="checkbox"/>	I have an EBT, Debit Visa, MasterCard account(s). (Including Social Security wages, Unemployment, Public Assistance, Disability, Etc...) If yes, list sources(s) of income being received/type of account(s) 1) _____ 2) _____ 3) _____		\$ _____ \$ _____ \$ _____
19.	<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1) _____	_____%	\$ _____
20.	<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description: _____		\$ _____
21.	<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1) _____ 2) _____ 3) _____	_____% _____% _____%	\$ _____ \$ _____ \$ _____
22.	<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources/bank names 1) _____ 2) _____ 3) _____	_____% _____% _____%	\$ _____ \$ _____ \$ _____
23.	<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1) _____ 2) _____	_____% _____%	\$ _____ \$ _____
24.	<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies _____		\$ _____
25.	<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$ _____
26.	<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money/assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) _____ 2) _____		\$ _____ \$ _____

**STUDENT STATUS**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: K-12, College, Trade School, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student 5 months in the current calendar year?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	• Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - <b>not</b> SSA/SSI)
<input type="checkbox"/>	<input type="checkbox"/>	• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program
<input type="checkbox"/>	<input type="checkbox"/>	• Married and filing (or are entitled to file) a joint tax return
<input type="checkbox"/>	<input type="checkbox"/>	• Single parent with a dependant child or children and neither you nor your child(ren) are dependent of another individual
<input type="checkbox"/>	<input type="checkbox"/>	• Previously enrolled in the Foster Care program (currently age 18-24)

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

DATE

**EXHIBIT C**

ANNUAL TENANT RECERTIFICATION

## Vista Pointe Apartments

2170 North Rancho Avenue  
Colton, CA 92324  
Phone: (909) 889-8417 TTY:(711) -

EXHIBIT 5

### Tax Credit Program Recertification Notice

02/01/2022

**Resident Name**  
**2190 Rancho Avenue**  
**Colton, CA 92324**

Dear Resident:

Our records show that you are due for your annual recertification on Wednesday, June 1, 2022. To complete our review of your income and family composition, you must meet with Sharese Flowers and supply the required information at least three weeks before that date. Please contact Sharese Flowers at (909) 889-8417 as soon as possible to set up an appointment.

The Internal Revenue Service (IRS) requires that we annually recertify all household incomes as defined by the section 42 LIHTC Program. **An annual recertification must be completed to continue occupancy in your unit.**

Thank you in advance for your cooperation.

Sincerely,

Property Manager



**EXHIBIT D**

ANNUAL RENTAL HOUSING COMPLIANCE REPORT

HOUSING OPPORTUNITY ORDINANCE COMPLIANCE REPORT  
ANNUAL RENTAL HOUSING COMPLIANCE REPORT

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Total # of Units in the Project: \_\_\_\_\_  
Compliance Report Completed By: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_  
Reporting Period: \_\_\_\_\_  
# of Affordable Units: \_\_\_\_\_  
Very-Low Income Units \_\_\_\_\_  
Low Income Units \_\_\_\_\_

Unit #	Household Name	Household Size	Household Income	# of Bedrooms	Gross Rent	Utility Allowance	Net Rent	Date 1st Occupied	Date of Last Income Recertification	Income Restriction (Very-Low or Low)

**EXHIBIT E**

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY



**EXHIBIT E**

**NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

NOTICE IS HEREBY GIVEN that the CITY OF SANTA ANA, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California, has entered into a Density Bonus Agreement with North Broadway Housing Partners LP, a California limited partnership (“Developer”). The Density Bonus Agreement imposes income and affordability covenants on designated units (the “Affordable Units”) within the property located at 1411 N. Broadway Avenue, Santa Ana, Orange County, and further described in the legal description provided in Exhibit A to the Density Bonus Agreement (the “Property”).

The Density Bonus Agreement was recorded as Document/Instrument Number \_\_\_\_\_, and shall remain in effect until \_\_\_\_\_, 20\_\_\_\_ (the “Termination Date”) (Insert date of the termination of the “Total Affordability Term”). The Density Bonus Agreement imposes the following income and affordability restrictions on the Affordable Units.

Number of Bedrooms	Extremely-Low Income Households	Low Income Households
Studio Units	47	
One-Bedroom Units		
Two-Bedroom Units		
Three-Bedroom Units		
Four-Bedroom Units		

In the event the fee owner of the Property (“Property Owner”) wishes to sell or transfer the Property prior to the Termination Date, or the Developer wishes to assign the ground lease to the Property, the City and the Property Owner and/or Developer shall execute and deposit into escrow, or record against the Property, this Notice of Affordability Covenants on Transfer of the Property. Further, any assignment of ground lease shall not be effective unless and until the City and transferee execute the documents necessary to transfer the Density Bonus Agreement obligations from the Developer to the transferee.

This Notice of Affordability Covenants on Transfer of the Property in no way modifies the provisions of the Density Bonus Agreement. In the event of any conflict between this Notice of Affordability Covenants on Transfer of the Property and the Density Bonus Agreement, the terms of the Density Bonus Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Notice of Affordability Restrictions on Transfer of Property as of the dates set forth below.

**[Signatures on Following Pages]**

**SIGNATURE PAGE  
TO  
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

**CITY:**  
CITY OF SANTA ANA  
A California Charter City and Municipal  
Corporation

By: \_\_\_\_\_

Name: Kristine Ridge\_\_\_\_\_

Its: City Manager\_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_

Ryan O. Hodge  
Assistant City Attorney

**SIGNATURE PAGE  
TO  
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

**PROPERTY OWNER:**

\_\_\_\_\_

A \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE PAGE  
TO  
NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY**

**DEVELOPER:**

\_\_\_\_\_

A \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**AITKEN \* AITKEN \* COHN**

**TRIAL LAWYERS**

Email: mailbox@aitkenlaw.com  
www.aitkenlaw.com

WYLIE A. AITKEN

DARREN O. AITKEN

CHRISTOPHER R. AITKEN

RICHARD A. COHN

CASEY R. JOHNSON

MICHAEL A. PENN

ATTICUS N. WEGMAN

MEGAN G. DEMSHKI

ASHLEIGH E. AITKEN  
*Of Counsel*

DEBORAH L. MILLER *Firm  
Administrator*

**Orange County**  
3 MacArthur Place, Suite 800  
P.O. Box 2555  
Santa Ana, California 92707  
Tel: (714) 434-1424  
Fax: (714) 434-3600

**Inland Empire**  
7121 Magnolia Avenue, Suite A  
Riverside, CA 92504  
Tel: (951) 534-4006

**RE: WISEPlace Permanent Supportive Housing Proposal Agenda #3 & #62**

Dear Santa Ana City Council,

On behalf of Aitken\*Aitken\*Cohn, and as a Boardmember of WISEPlace, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness. Unaccompanied women are Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Aitken\*Aitken\*Cohn has been an active Santa Ana business for decades. The firm enjoys a national reputation for the quality of our trial skills and the aggressive representation we provide on behalf of our clients. We are proud of our reputation for courtroom success, yet we also derive equal satisfaction from the knowledge that our cases have also promoted a fair and safer society. In addition to the firm's legal reputation, we are also dedicated to uplifting our local community. In addition to my service with WISEPlace and as past President of the OC Bar Association, every lawyer in our firm dedicates hundreds of hours of community service to organizations like Laura's House, Public Law Center, Legal Aid Society and more. We believe in representing the under-represented.

As active members of the Santa Ana business community, we are pleased to support this solution to ending homelessness. The proposed development will create 47 units of supportive housing to bring extremely low-income individuals out of chronic homelessness, where they can live paying no more than 30% of their income in rent. This represents a meaningful continuation of WISEPlace's longstanding community impact and includes vital wrap-around services to address residents' disabling conditions and create a stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide my support.

Respectfully,

**Ashleigh Aitken**

Of Counsel, Aitken \* Aitken \* Cohn



May 4, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Assistance League of Orange, I am writing to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for women experiencing homelessness, some of Orange County most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the community, Assistance League of Orange are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. The past 3 years, Assistance League of Orange has been very hands on, engaged as active members of our community and proud WISEPlace supporters and volunteers who work directly with the population served and have seen firsthand of housing solutions and wrap around services onsite. Members of Assistance League of Orange find great personal value in supporting and volunteering at WISEPlace.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing houselessness.



assistance league

**Orange**

The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating permanent housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a permanent stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

A handwritten signature in black ink that reads "Laura Daley". The signature is written in a cursive, flowing style.

Laura Daley  
Assistance League of Orange  
Program Chair



June 7, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Behr Paint Company, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

We believe we share a responsibility as a company to support positive change and growth in the communities where we work and live and to conduct business in a manner that safeguards our environment. These beliefs reflect our overarching commitment to doing the right thing and mission to make life more colorful. We are proud to have built our legacy within the city of Santa Ana during our 75 years in business.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap-around services provided by WISEPlace. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of firsttime homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability and protection for our vulnerable residents.

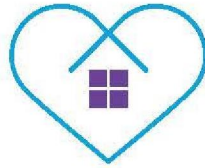
This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,



Jeff Filley  
President, Behr Paint Company





**WISEPlace™**

A Community of Hope & Housing

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the WISEPlace Board of Directors, we are writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Orange County community, with several of us residing in Santa Ana, we are pleased to support this solution to ending homelessness. The proposed development will create 47 units of supportive housing to bring extremely low-income individuals out of chronic homelessness, where they can live paying no more than 30% of their income in rent. This represents a meaningful continuation of WISEPlace's longstanding community impact and includes vital wrap-around services to address residents' disabling conditions and create a stable environment where they can thrive.

The 2022 Point in Time showed there were over 5,700 homeless residents in Orange County. Affordable housing options for women are a growing community concern. One in three women in the homeless population are unaccompanied, with over 40% also being survivors of domestic violence. These women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The proposed housing options at this site with so many community services and amenities will provide a safe home for future generations.


Affordable housing is a resource to our communities that provides stability, connection, and economic opportunity to our neighbors. We only have this resource if we build it. With so many individuals rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. We are pleased to provide support.

Respectfully,

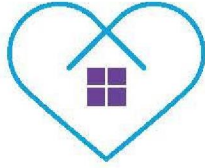


**Meg O'Toole**  
President  
Philanthropist



**Tim M. Johnson**  
VP Finance & President-Elect  
JLK Rosenberger, LLP

*\*Proud Santa Ana Resident*



**WISEPlace**<sup>™</sup>  
A Community of Hope & Housing

**WISEPlace Board of Directors (Continued)**

**Nahal Kazemi**  
Keller/Anderle LLP

**Ashleigh Aitken**  
Aitken \* Aitken \* Cohn

**Khairul (Carol) Hotaki**  
Vice President, Ascent  
Private Capital Management  
of U.S. Bank

**Ria Marie Carlson**  
University of California,  
Irvine

**Matt Bailey**  
Lecturer, UCI Paul Merage  
School of Business  
*\*Proud Santa Ana Resident*

**Byron Culp**  
Bank of America

**Lisa Cowan**  
Marina Landscape

**Judy Davidds-Wright**  
Mercury LLC

**Danielle Gutierrez**  
Bank of the West  
*\*Proud Santa Ana Resident*

**MaryAnn Hopp**  
Silicon Valley Bank

**Shannon Claire Lamb, Esq.**  
Shannon C. Lamb, APC

**Nicole Morse**  
Wells Fargo

**Amber Omran**  
KUL, Inc.

**Michele Ryan**  
Philanthropist

**Traci Shirachi**  
The Mark USA, Inc.

**Cathy Solomon**  
OneDigital Health and  
Benefits



**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of **C3 Tech**, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

C3 Tech's mission is to be trusted partners in advancing & protecting local businesses, applying state-of-the-art technology, design streamlined IT infrastructures, and exceptional customer service to elevate our clients' success. C3 Technology advisors work directly with Orange County businesses as vendor-neutral IT consultants. As a DBE-certified company, we are proud to work with local cities and businesses and help them get more done.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

**Samantha Lowery**  
**Enterprise Account Manager**



[www.c3tech.com](http://www.c3tech.com)



[info@c3tech.com](mailto:info@c3tech.com)



(714) 689-1700



1536 E Warner  
Santa Ana, CA 92705



**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Chapman University, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the community who appreciate and have a passion for historical significance, Chapman University is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Maintaining the historic integrity of the location, and restoring it, while creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to express my strong support for this initiative.

Respectfully,



Daniele C. Struppa  
Chapman University

# CONCERN AMERICA

— SINCE 1972 —

May 3, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Concern America, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Concern America, based in Santa Ana since 1976, is a globally-focused community development organization building local capacity in economically impoverished regions so that communities are able to lift themselves out of poverty through grassroot programs in health, sanitation, and income-generation. Our focus on walking with vulnerable communities as they lead their own transformation is shared by WISEPlace, and why we are writing this letter of support.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

In gratitude and peace,



John Straw  
Executive Director



Department of Sociology  
3151 Social Science Plaza  
Irvine, CA 92697-5100  
(949) 824-6800  
(949) 824-4717 FAX

May 4, 2022

TO: City Council and Special Housing Authority

FM: David A. Snow, Ph.D.   
Distinguished Professor Emeritus

RE: Consent Calendar Item #62 - Support for WISEPlace

I am writing to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for homeless women, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

You may recall that I was the lead researcher for a 2017 comprehensive study of the cost of homelessness in Orange County, conducted in cooperation with OC United Way and Jamboree Housing Corporation. Among the major findings was that homelessness in the county is caused first and foremost by the intersection of the county's high-cost housing market, particularly its rental market, and insufficient income, due in large part to the low wages and job losses, to access the housing market. When avowed causes for homelessness are assessed in terms of gender, we found in a subsequent cluster analysis (see figure below) that the cluster with the largest predicted percent of women was the lack of affordable housing/job loss cluster, which accounted for 74 percent of the women.

When it is considered that women make up slightly more than a third of the county's homeless population per the 2019 county PIT count, and that 58 percent of the women interviewed for the cost study reported experiencing physical and/or sexual abuse during childhood and/or domestic violence as a reason for their homelessness, the importance of providing safe, permanent supportive housing for homeless women becomes even more palpably compelling.

It is my understanding that the current WISEPlace initiative will provide up to 48 housing units for homeless women who can live paying no more than 30 percent of their income in rent along with support services to address their challenging life situations and conditions, thus creating a permanent stable environment where they can thrive. I am pleased to see that the groundwork for the initiative is moving forward while maintaining the historic integrity of the location.

It is with these considerations in mind that I register my wholehearted support for the WISEPlace initiative.

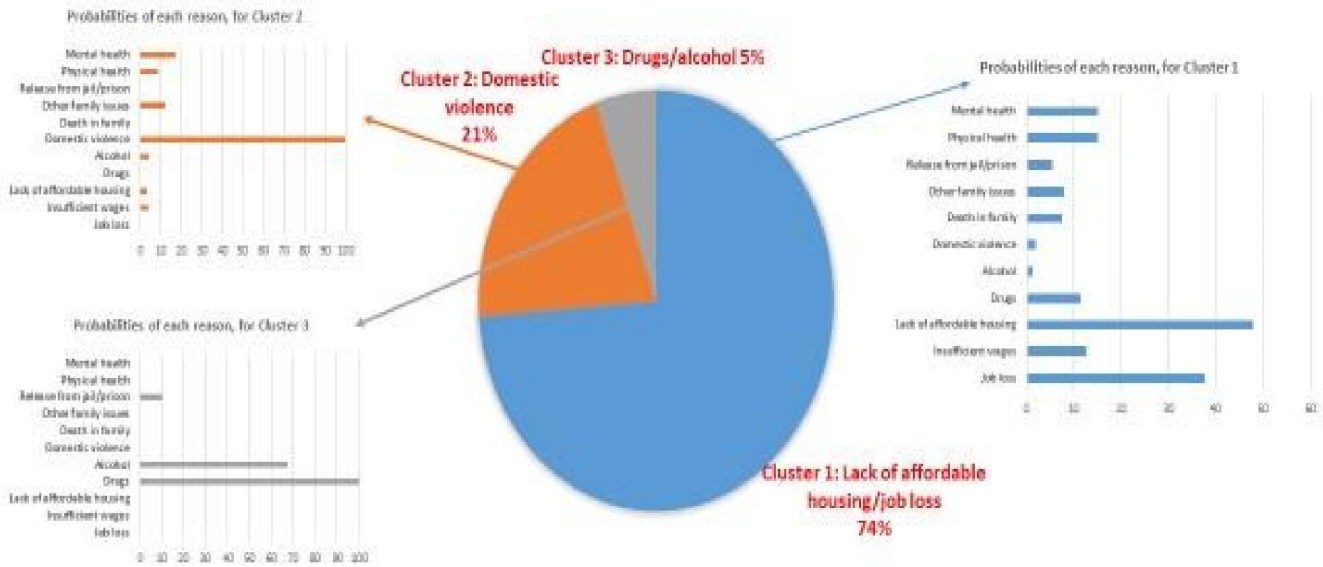




# Reasons For Homelessness: Women

(Results from latent class cluster analysis – 3 cluster solution)

## PERCENT OF HOMELESS WOMEN PREDICTED TO BE IN EACH CLUSTER



David A. Snow, Ph.D.

Distinguished Professor Emeritus

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

Homelessness is at a critical stage in Orange County, particularly with unaccompanied women, who do not want to go to co-ed shelters for obvious reasons.

I am writing to express enthusiastic support for WISEPlace, of which I have been a long-time supporter and active volunteer. WISEPlace's efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage is essential.


As an active member the Orange County community, I am pleased to support this solution to ending homelessness. The proposed development will create 47 units of supportive housing to bring extremely low-income individuals out of chronic homelessness, where they can live paying no more than 30% of their income in rent. This represents a meaningful continuation of WISEPlace's longstanding community impact and includes vital wrap-around services to address these women's disabling conditions and create a stable environment where they can thrive.

I have spent a decade or more in Orange County politics, working to elect people that will work on solving problems, while not creating others. I know the members of the Santa Ana City Council care about homelessness and now is our chance to make another dent in this growing population.

Having been recruited for the Board of Directors of WISEPlace in the 90's, I was invited to a luncheon at WISEPlace where I was astounded to find a resident that I had gone to high school (Westminster High School) with in the 60's. She related to me how she ended up here at WISEPlace. I realized then that "there but for the grace of God go I." and signed up then. I have never looked back. I have been a volunteer setting up beds when we took in 60 women from the riverbed, I, a volunteer at our second house helping the women acclimate to life and search for their future, I have been on and off the Board of Directors. My most significant worked was when I headed up WISEPlace's Capital Campaign and helped to steer WISEPlace to permanent supportive housing and to Jamboree Housing Corporation to build our dream.

We cannot let this opportunity to provide affordable housing at this existing location pass us by. We can create a welcome solution to a growing community need. I am pleased to provide my support.

Respectfully,





Brateil Aghasi  
Chief Executive Officer WISEPlace  
[baghasi@wiseplace.org](mailto:baghasi@wiseplace.org)  
For Delivery to Santa Ana City Council

Tuesday, June 21, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the Elder Law and Disability Rights Center, I am writing to express enthusiastic support of WISEPlace supportive housing project for women experiencing homelessness. Women (especially senior women) are among the fastest growing unhoused communities. They are also some of Orange County's most vulnerable residents. The longstanding housing shortage in our County leaves this community with no where to turn. WISEPlace demonstrated dedication to serve women (often trauma survivors) with qualified on site supportive services is a critical piece of the housing solution.

The ELDR Center is a dedicated advocate for housing justice and civil rights. We work closely with cities to take evidence-based steps through collaboration and litigation to increase housing and end criminalization of poverty. We are a driving force in Orange County to increase both emergency and longterm solutions. Our commitment to work directly with people where they are allows us to remove legal barriers to housing while partners like WISEPlace provide case management and housing. ELDR Center's unique approach to legal services provides wrap around support to clients even after they are housed as new issues arise including accountability in the agencies that place them.

As active members of the Santa Ana community, we are pleased to support this part of the solution – the step toward ending homelessness. The proposed development will create 47 units of supportive housing to bring extremely lowincome individuals out of chronic homelessness. This supportive housing will provide stability to ensure residents can meet their rent obligations with onsite access to a variety of other needs. This represents a meaningful continuation of WISEPlace's longstanding community impact and includes vital wrap-around services to address residents' disabling conditions. This will provide a stable environment where residents can thrive long-term.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide my support.

Regards,



Brooke Weitzman  
Chief Executive Officer  
Directing Attorney and Co-Founder  
Preferred Pronouns She/Her  
Bweitzman@eldrcenter.org  
714-617-5353  
1535 E 17th Street, Suite 110  
Santa Ana, CA 92705

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Re:



Goodwill of Orange County  
410 N Fairview  
Santa Ana CA 92703  
ocgoodwill.org

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of **Goodwill of Orange County**, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Our mission is to help people who are facing barriers find and keep jobs, which provides purpose, pride, and dignity. And partnerships are a vital component of our mission – therefore, we have joined hands with WISEPlace to provide resources, jobs, and clothing to the women they serve.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

A handwritten signature in black ink that reads "Nicole Suydam". The signature is written in a cursive, flowing style.

Nicole Suydam  
President & CEO



17821 17th Street, Suite 120, Tustin, CA 92780  
949.220.1136 | [info@homeaidoc.org](mailto:info@homeaidoc.org) | EIN: 33-0568079

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of HomeAid, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Established in 1989, HomeAid's mission is to help people experiencing or at risk of homelessness build new lives through construction, community engagement, and education. To date, HomeAid has completed 70 housing projects that have housed over 77,000 individuals experiencing homelessness. These projects have been home to families, pregnant women, at-risk youth, single adults, unaccompanied women, and people chronically experiencing homelessness who are living with a diagnosed mental or physical disability. In addition to building projects, HomeAid has collected over 11 million resources through donation drives that were distributed among HomeAid housing projects. We are proud that what began here locally is now a national movement to build a future without homelessness through 19 HomeAid affiliates throughout the United States.

As active members of the Orange County community, we are pleased to support this solution to ending homelessness. The proposed development will create 47 units of supportive housing to bring extremely low-income individuals out of chronic homelessness, where they can live paying no more than 30% of their income in rent. This represents a meaningful continuation of WISEPlace's longstanding community impact and includes vital wrap-around services to address residents' disabling conditions and create a stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide my support.

Respectfully,

A handwritten signature in black ink, appearing to read "Gina Cunningham", written in a cursive style.

**Gina Cunningham**  
Executive Director  
HomeAid Orange County





**Kiwanis Club** of Santa Ana, California  
P.O. Box 1256 - Santa Ana, CA 92702

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May 4, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

The Kiwanis Club of Santa Ana would like to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Santa Ana community, the Kiwanis Club of Santa Ana is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time.

The past 3 years we have been hands on and proud WISEPlace supporters. And as volunteers who work directly with the population served, we have seen firsthand the power of housing solutions and wrap around services onsite. For instance, during the pandemic, the Kiwanis Club of Santa Ana provided stipends for wardrobes, and gift cards enabling mothers to purchase Christmas presents for their children. In fact, our membership roster boasts a past WISEPlace Director.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing houselessness.

The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating permanent housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a permanent stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. We are pleased to provide support.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Moss", is written over a horizontal line.

**Michael Moss, President**

Kiwanis Club of Santa Ana

<https://www.kiwanissantaana.com>

Celebrating over 102 years of service to the children and community of Santa Ana!



May 30, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the League of Women Voters of Central Orange County Area, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

The League of Women Voters supports actions and measures that will increase the supply of safe, decent and adequate housing for all Californians. We are very concerned about the lack of affordable housing for so many in Orange County.

As active members of the Santa Ana community, we are pleased to support this development that includes wrap around services provided by WISEPlace for vulnerable women, whose needs have not been specifically addressed here in Orange County. This development will provide a place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions, creating a stable environment where they can thrive.

Affordable housing is a resource for our communities that provides stability, community and economic opportunity for our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing will provide a tool to help our community and provide stability and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support, and I know that I have the full support of all of our members.

Sincerely,

Sue Guilford. President

League of Women Voters of Central Orange County Area [lwvcoca@gmail.com](mailto:lwvcoca@gmail.com)

(657) 223-4064

PO Box 10621, Santa Ana CA 92711

<https://my.lwv.org/california/central-orange-county-area>



**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Mariposa Women and Family Center, I am writing to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the community, Mariposa Women and Family Center are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Mariposa has had a valued partnership with WISEPlace for many years and we are impressed with their demonstration of trauma informed care for a vulnerable population.

WISEPlace is the only nonprofit in Orange County who is solely focused on the unmet needs of this vulnerable population (unaccompanied women.) One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.



We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating permanent housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live with support services to address their disabling conditions will create a permanent stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support and respectfully ask for your consideration.

Thank you for all you do in our community,

Respectfully,

A handwritten signature in black ink, appearing to read 'K. Driver', with a long horizontal flourish extending to the right.

Dr. Krista Driver  
President & CEO



May 19, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the **Orange County Community Foundation (OCCF)**, I am writing to express our support for WISEPlace in its efforts to develop supportive housing for women experiencing homelessness.

As a local philanthropic leader dedicated to creating an Orange County where all our residents have the opportunity to thrive, OCCF is pleased to support the services provided by WISEPlace. Creating housing for vulnerable women is critically needed in Orange County. A place where women can live paying no more than 30% of their income in rent along with supportive services to address their barriers to stable housing will create an environment where they can thrive.

The 2019 Point in Time count showed there were over 6,800 homeless residents in Orange County. Affordable housing options for women are a growing community concern. Over 40% of homeless women are survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-- whether physical, sexual, or psychological in nature-- that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource that provides stability, community, and economic opportunity to our most vulnerable neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents in our region, this housing would provide a tool to help our community and provide stability, and protection for our neighbors in greatest need.

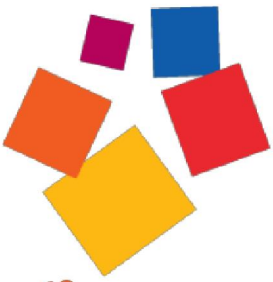
This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. OCCF is pleased to offer our support.

Respectfully,

A handwritten signature in blue ink that reads "Shelley Hoss".

Shelley Hoss  
President & CEO





May 4, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

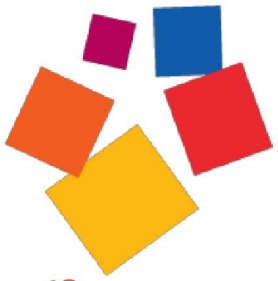
On behalf of Orange County School of the Arts (OCSA), I am writing to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Santa Ana community, OCSA is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. OCSA is committed to pre-professional arts training and developing students who are passionate about the arts and academics. The past 3 years, we have been very hands on, engaged as active members of our Santa Ana community and proud WISEPlace supporters and volunteers who work directly with the population served and have seen firsthand the power of housing solutions and wrap around services onsite. Teachers and students of OCSA have worked collaboratively with WISEPlace, with WISEPlace staff doing speaking presentations educating students at OCSA about what it offers in the community, and have presented multiple community service opportunities for our students over the years.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating permanent housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a permanent stable environment where they can thrive.



This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

Michael Ciecek  
Principal  
Orange County School of the Arts





**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of OneOC, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

**OneOC's mission is to accelerate nonprofit success. OneOC provides solutions and support to nonprofits and companies, helping them reach their goals, make a greater impact, and engage with their communities.**

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

A handwritten signature in blue ink that reads "Randa L. Wren".

Randa Wren  
Director of Finance and Accounting



## PRESBYTERIAN WOMEN IN THE PRESBYTERY OF LOS RANCHOS

May 6, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Presbyterian Women, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the community, Presbyterian Women are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. At the time the homeless encampment along the Santa Ana River was brought to people's attention and eventually cleared, Presbyterian Women became acquainted with WISEPlace and the great need for housing. The past 3 years, we have been very hands on, engaged as active members of our community and proud WISEPlace supporters and volunteers who work directly with the population served and have seen firsthand the power of housing solutions and wrap around services onsite. Presbyterian Women wanted to be part of the solution.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

*Anne D. Sivley*

Anne D. Sivley  
Moderator, Presbyterian Women  
Los Ranchos Presbytery

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Rotary Club of Santa Ana, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Santa Ana community, Rotary Club of Santa Ana is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Rotary Club of Santa Ana is a gathering of professionals who think and act both locally and globally. We are neighbors and global citizens uniting for the common good.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,



Sariah G. Devereaux,  
Rotary Club of Santa Ana President



May 9, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the Santa Ana Chamber of Commerce, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage. The Santa Ana Chamber of Commerce's Mission is to broker community solutions that create economic growth.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,



David Elliott  
President/CEO  
Santa Ana Chamber of Commerce



## Santa Ana Lodge, No. 794

Benevolent and Protective Order of Elks

SUBJECT: Consent Calendar Item #62 - Support for WISEPlace

Dear City Council and Special Housing Authority,

On behalf of the Santa Ana Elks, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of our great Santa Ana community, The Santa Ana Elks are pleased to support this solution to ending homelessness through this housing development and wrap around services provided by WISEPlace. Santa Ana Elks has recently created a valued partnership with WISEPlace and are impressed with their demonstration of care for this vulnerable population. They are best positioned, along with their partners Jamboree Housing, to help end homelessness in our community. And Santa Ana Elks is committed to staying involved and leveraging resources to help these great organizations.

WISEPlace is the only nonprofit in Orange County who is solely focused on the unmet needs of this vulnerable population (unaccompanied women.) One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

We are so pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live with support services to address their disabling conditions will create a stable environment where they can thrive.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support and respectfully ask for your consideration.

Thank you for all you do in our great community of Santa Ana!

Respectfully,

Lisa Darmousseh  
Exalted Ruler - President  
Santa Ana Elks Lodge #794



May 5, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Working Wardrobes, I am writing to express enthusiastic support for WISEPlace and its efforts to develop permanent supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the community, Working Wardrobes is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. At Working Wardrobes, we do everything in our power to help men, women, young adults and veterans overcome difficult challenges so they can achieve the dignity of work, and the Power of a Paycheck. We have been very hands on, engaged as active members of our community, and proud WISEPlace supporters and volunteers who work directly with the population served and have seen firsthand the power of housing solutions and wrap around services onsite. We specialize in workforce development, and cannot effectively help some of our clients without the services provided by WISEPlace.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing homelessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating permanent housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a permanent stable environment where they can thrive.





This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

*Bonni Pomush*

Bonni Pomush  
CEO

Working Wardrobes

[bonnip@workingwardrobes.org](mailto:bonnip@workingwardrobes.org)

714-210-2460

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of **The Wooden Floor**, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Founded in 1983, The Wooden Floor is one of the foremost creative youth development nonprofit organizations in the country. We transform the lives of young people in low-income communities through the power of dance and access to higher education. In Orange County and through national licensed partners, we use a long-term approach grounded in exploratory dance education to foster the confidence and gifts within each child to innovate, communicate, and collaborate – skills necessary for success in school and in life. 100 percent of students who graduate from The Wooden Floor immediately enroll in higher education. Our students become change agents and beacons of hope within their own families, their neighborhoods, our community, and our world.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

from here you can step anywhere  
***the wooden floor***<sup>®</sup>

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

Dawn S. Reese  
Chief Executive Officer  
The Wooden Floor



May 6, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the Ebell Club of Santa Ana, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Santa Ana community, with a passion for the rich history of our great community, Ebell Club of Santa Ana, is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

The opportunity to create housing options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

**We are so pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating the most housing for vulnerable women will create a solution that has never been specifically addressed in Orange County. OC's first and only supportive housing focused on the needs of unaccompanied women, mostly seniors. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.**

We are proud supporters of this opportunity to provide affordable housing at this existing location to create a welcome solution to a growing community need in support of vulnerable women.

Respectfully,

Dorothy H Dobson  
President Pro Tem  
Ebell Society of the Santa Ana Valley  
625 French Street, Santa Ana, CA 92701





## **Serve the People Community Health Center**

1206 E. 17<sup>th</sup> Street, Suite 101, Santa Ana CA 92701

Office: 714.352.2911 • Fax: 714.352.2903

Email: [chc@serve-the-people.com](mailto:chc@serve-the-people.com) • [www.serve-the-people.com](http://www.serve-the-people.com)

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

May 3, 2022

Dear City Council and Special Housing Authority,

On behalf of **Serve the People Community Health Center**, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

Serve the People is a nonprofit Federally Qualified Community Health Center that provides medical, vision, dental and mental health services for low income, uninsured and homeless individuals and families. We work closely with Wise Place and have been providing health care services to their clients for many years.

As active members of the Santa Ana community, we are pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace.

Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma-whether physical, sexual, or psychological in nature-that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

**Isela Soriano**  
  
**Executive Director**





February 25, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of Second Baptist Church, I am writing to express our enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

As active members of the Santa Ana community, Second Baptist Church is pleased to support this solution to ending homelessness through this development and wrap around services provided by WISEPlace. Second Baptist Church exists to glorify God by sharing Christ, Building Believers and Caring for all, which leads us to our ultimate vision to demonstrate the love of God to every nation, generation, and situation thereby fulfilling the Great Commission. The past 10 years, we have been very hands on, engaged as active members of our community and proud WISEPlace supporters and volunteers who work directly with the population served and have seen firsthand the power of housing solutions and wrap around services onsite.

We are pleased to see the groundwork that has gone into exploring the existing WISEPlace location. Creating housing for vulnerable women will create an important solution that has never been specifically addressed in Orange County. A place where women can live paying no more than 30% of their income in rent along with support services to address their disabling conditions will create a stable environment where they can thrive.

The 2019 Point in Time showed there were over 6,800 homeless residents in Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the homeless population with over 40% survivors of domestic violence. This population of women endure high rates of first-time homelessness, longer spells of homelessness, and higher barriers in accessing stable housing. Unaccompanied women also report extremely high incidence of trauma—whether physical, sexual, or psychological in nature—that is compounded by their ongoing houselessness. The opportunity to create options for women on this site with so many community amenities will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This opportunity to provide affordable housing at this existing location can create a welcome solution to a growing community need. I am pleased to provide support.

Respectfully,

*Kelita Gardner*

Kelita Gardner  
Executive Director of Operations  
Second Baptist Church



Wendy Seiden, Director

June 8, 2022

**SUBJECT: Consent Calendar Item #62 - Support for WISEPlace**

Dear City Council and Special Housing Authority,

On behalf of the Aitken Family Protection Clinic, I am writing to express enthusiastic support for WISEPlace and its efforts to develop supportive housing for women experiencing homelessness, some of Orange County's most vulnerable citizens for whom there has been a longstanding housing shortage.

I am an attorney who has specialized in the intersection of domestic violence and child abuse for the past thirty years. I have represented and provided services to thousands of women, most of them without financial resources, during that time. Since 2010, I have taught domestic violence law to Chapman University's law students and through the Aitken Family Protection Clinic, have been providing legal advice and representation to survivors of domestic violence and related crimes. Since 2018, we have focused specifically on unhoused and housing insecure survivors of domestic violence and related crimes. During these four years, we have often worked with WISEPlace or with WISEPlace clients. We have found WISEPlace to be effective and responsible in their efforts to house and provide services for women – especially older women.

While temporary shelter is helpful, actual housing with support is the only way to begin to resolve this county's homelessness crisis. We are pleased to support WISEPlace's solution to ending homelessness through this development and accompanying wraparound services. Women, and in particular older women, are an unexpectedly large percentage of Orange County's unhoused population. Combining a place where women can live and pay no more than 30% of their income in rent, along with support services to address disabling conditions, will create a stable environment where Orange County's vulnerable women can thrive.

The 2019 Point in Time counted over 6800 homeless residents of Orange County. Affordable Housing options for women are a growing community concern. One in three women make up this part of the unhoused population with well over 40% being survivors of domestic violence. We estimate the percentage of unhoused women who are survivors of domestic violence to be quite a bit higher, and we know from experience that domestic violence is often the proximate cause of homelessness for women. This population of women endures higher rates of firsttime homelessness, longer periods of homelessness, and higher barriers in accessing stable housing. Unaccompanied women, or women without partners or minor children, also report extremely high incidence of trauma -- physical, sexual, or emotional -- that is compounded by their ongoing houselessness. The opportunity

to create options for women through WISEPlace, with so many community amenities, will provide a safe home for women for future generations.

Affordable housing is a resource to our communities that provides stability, community, and economic opportunity to our neighbors. We only have this resource if we build it. With so many rent-burdened and struggling to make ends meet because of rising rents across the state, this housing would provide a tool to help our community and provide stability, and protection for our vulnerable residents.

This current opportunity to provide affordable housing and needed support services at this existing location would create a welcome solution to a growing community need. Please let me know if I can provide further information or assistance.

Respectfully,

*Wendy Seiden*

Wendy Seiden, Clinical Professor  
Director, Aitken Family Protection Clinic Chapman  
University Fowler School of Law  
[seiden@chapman.edu](mailto:seiden@chapman.edu); 714-628-2636



## Orozco, Norma

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**From:** Tim Johnson <tjohnson@jlkrlp.com>  
**Sent:** Monday, June 20, 2022 2:09 PM  
**To:** eComment; Sarmiento, Vicente; Lopez, Jessie; Hernandez, Johnathan; Bacerra, Phil; Phan, Thai; Penaloza, David; Mendoza, Nelida  
**Cc:** Ridge, Kristine; Mendoza, Steven; Brown, Judson; Carvalho, Sonia R.  
**Subject:** WISEPlace- Council Agenda Item #62 & #3 of Housing Authority Agenda (6/21/22)

Mayor and Council (cc City Manager Ridge, Asst City Manager Mendoza, City Atty Carvalho and Housing Div Mgr Brown)...At Tuesday's council meeting you will be considering whether to support a project at WISEPLace in agenda items #62 & Housing Authority #3. As a City of Santa Ana resident, I urge you to support this project.

Even though I am now part of the WISEPlace Board and obviously in full support of this project, I have not always been at the same place I am at now. I remember when I used to think that the way to solve homelessness was a law enforcement based process for our local population that was struggling with housing...or just move them somewhere else so we did not have to see them instead of truly helping them. I may have even thought about writing a letter to this council opposing a project like this at one point in my past. However, I am now in full support of this project and other solutions in our city that takes on the merits of permanent supportive housing with wrap around services. My thoughts began to change and I started on this journey when I heard Judson Brown speak at a Com-Link meeting probably 5 years +/- or so ago...and then advanced after digging into the UCI cost study on homelessness (as a CPA, the finances speak to me) and further solidified my position after attending many United Way/Dr. David Snow presentations on the causes and costs associated with those experiencing homelessness, and then also when I took place in the City's own point in time count showing up at the very chambers you are sitting in at least twice a month on a very early Saturday morning in the middle of tax season. I also write this to you as a resident that quite likely lives closer to the WISEPlace location than anyone on the council although I admittedly do now know where each of you live, but I am about ¾ of a mile from WISEPlace. This project is in my back yard compared to most other stakeholders- I literally go by it most days of the week. I look back to that first presentation by Judson and am so thankful for the information he provided as well as so many others along the way. Judson, thank you for making that initial presentation I heard and the countless others that you likely do not know the impact you are making for those that are looking at you with inquisitive eyes and may not even know what questions to even ask...you and the entire team with the city that devotes time for those seeking adequate housing are making a difference.

As one councilmember said at a prior meeting, so many will come out and say very strongly that that the city (and specifically those who cast votes like you do) needs to do more for those struggling with housing yet when a good project is before the council, no one says "YES, SUPPORT THIS PROJECT." Well, I am here as a resident and one that has come before you many times saying that we need to do more...YES, SUPPORT THIS PROJECT! Your yes vote will show that you also see projects like this as part of the solution.

I not only support this project because I support WISEPlace but also because as a resident of our Santa Ana community, I realize that we need to continue to take positive steps to help those who are the most vulnerable among us. Quite simply, those that receive assistance from WISEPlace are far better off than they otherwise would be on the streets or a congregate shelter. Because of the population that WISEPlace serves, unaccompanied women, I do not want to think about the struggles they would have living on the streets, but I have to think about those experiences that they would have but we can do something about that by supporting this project.

At the beginning of my journey on realizing how we should be tackling this issue, I asked my then 11ish year old daughter what she thought that the solution to homelessness was...she looked at me as only a pre-teen can and snarkily told me "Duh dad, it is so obviously...it is literally in the name. HOMELESS...if you don't want someone to be homeless, you get them in a home." From the mouths of children often come the best answers to complex problems. We as



adults will want to analyze everything to the n-th degree when sometimes the simplest solution may in fact be the best...housing. Now, we know that just housing is not enough though which is why we should be supporting projects like this one because of the wrap around services that will help the residents truly succeed. We need to work on the whole person. This project will not solve homelessness for every person, but it certainly will help 47 ladies at a time who have struggled with housing and various other items.

Through my work with WISEPlace, I am also excited to say that many in my very own neighborhoods and those around WISEPlace also support the work that Brateil Aghasi and the rest of her team is doing. Some of my neighbors have been supporting of WISEPlace for years and decades! They can do this work and provide this assistance because of the partnership that WISEPlace has with the city and the community. It truly is a partnership and one that I am glad to say that you don't have to be on the WISEPlace board to support.

I believe that some of you have visited WISEPlace to see first-hand the work that has been done and maybe even walked away thinking about how things can be even better. I know that many of you support the vision of the organization. I pray that you can publicly support this project also with a yes vote. Please join every commissioner who has cast a vote on this project leading up to this point whether it was the Historic Resources Commission (8:0 in favor), Planning Commission (5:0 in favor), or the Community Development Commission (7:0 in favor) in supporting this project. We are not only looking for approval but full unanimous approval in supporting a local organization that is truly doing its best to meet the demands of this vulnerable population.

Please join me in supporting this project. Thank you for your time and consideration.



Proudly part of the **PKF** global family



**Tim Johnson, CPA**

*Partner*

 (949) 860-9892

 (714) 743-1065

 [tjohnson@jlkrlp.com](mailto:tjohnson@jlkrlp.com)

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