ITEM NO. 21

STAFF REPORT

CITY OF OCEANSIDE

DATE: April 6, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department
Housing and Code Enforcement Division

SUBJECT: **REIMBURSEMENT AGREEMENT WITH NATIONAL COMMUNITY RENAISSANCE FOR PREDEVELOPMENT EXPENSES RELATED TO THE MISSION COVE AFFORDABLE HOUSING PROJECT; AND BUDGET APPROPRIATION OF $1,527,170 IN HOME FUNDS**

SYNOPSIS

Staff recommends that the City Council approve a Reimbursement Agreement with National Community Renaissance for predevelopment expenses related to the Mission Cove Affordable Housing Project located along the 3200 block of Mission Avenue, approve a budget appropriation in the amount of $1,527,170 from the HOME Program unallocated reserve funds to the Mission Cove Predevelopment account for reimbursement to National CORE for the predevelopment expenses, and authorize the City Manager to execute the Agreement.

BACKGROUND

In December 2010, the City Council approved National Community Renaissance (National CORE) and Community Housingworks (CHW) as the Development Team for the Mission Cove Affordable Housing Project (Project). Direction was given to negotiate an agreement for the development of the 14.5-acre Mission Avenue parcel which incorporates the elements of the approved Vision and Strategic Plan for the site. The negotiated development agreements will include key development and financing terms for the Project.

ANALYSIS

In preparing for the development of the Project, additional property and planning studies are required to further refine development requirements and financing for the site. These include: geotechnical, civil engineering, architecture, biological/cultural, storm water, and development consulting. Any associated development application fees required by the City through the planning entitlement process are also included in the predevelopment budget. CORE will be reimbursed for these costs through the terms and amount established by the Reimbursement Agreement (Agreement). Approving the

Agreement in advance of the negotiated development agreements will also assist the Development Team in meeting the 2012 application deadlines set for other available affordable housing funding sources such as the Low-Income Housing Tax Credit or State Housing Programs offered through the California Department of Housing and Community Development (HCD). Any reports and studies completed as part of the Agreement will become the property of the City should the Project not move forward or if the City is unable to successfully negotiate development agreements with the approved Development Team. Should either of these circumstances occur, the City would be the beneficiary of a fully-entitled project on this site at which time further options for completing the approved Vision Plan could be explored.

Neighborhood Services staff and the Development Team are currently in the process of negotiating the development agreements for the Project. It is anticipated that these will be presented to the City Council for approval in June 2011. Any Housing funds expended through the Reimbursement Agreement will be included as part of the overall financing plan for the Project.

FISCAL IMPACT

The City of Oceanside is a recipient of HOME Investment Partnership (HOME) Program grant funds from the U.S. Department of Housing and Urban Development (HUD). The HOME Program provides formula grants to States and local jurisdictions to use directly or in partnership with nonprofit housing organizations to build, acquire, and/or rehabilitate affordable rental housing. Predevelopment costs associated with an affordable housing project are eligible expenses under HOME Program guidelines.

The City proposes to appropriate $1,527,170 from the HOME Program unallocated reserve funds (923479800277) to Mission Cove Predevelopment (923119900277). National CORE will be reimbursed in an amount not to exceed $1,527,170 for predevelopment expenses related to the Project. There is no impact on the General Fund and the City is not obligated to appropriate any additional funds for the Project.

COMMISSION OR COMMITTEE REPORT

At its meeting on March 22, 2011, the Housing Commission recommended that the City Council approve the Reimbursement Agreement with National CORE. The report of the Housing Commission is attached.

CITY ATTORNEY'S ANALYSIS

The document has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve a Reimbursement Agreement with National Community Renaissance for predevelopment expenses related to the Mission Cove Affordable Housing Project located along the 3200 block of Mission Avenue, approve a budget appropriation in the amount of $1,527,170 from the HOME Program unallocated reserve funds to the Mission Cove Predevelopment account for reimbursement to National CORE for the predevelopment expenses, and authorize the City Manager to execute the Agreement.

PREPARED BY:

David L. Manley
Neighborhood Services Division Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Margery M. Pierce, Neighborhood Services Director
Teri Ferro, Financial Services Director

Attachments:
1. Reimbursement Agreement
2. Housing Commission Report

REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF OCEANSIDE
AND
NATIONAL COMMUNITY RENAISSANCE
(MISSION COVE)

THIS REIMBURSEMENT AGREEMENT ("Agreement") dated as of _____, 2011 solely for identification purposes, is made by and among the CITY OF OCEANSIDE, a California Charter City created by its charter and California Statute ("City"), and **NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA**, a California nonprofit public benefit corporation ("National CORE"). Herein, City and National CORE are sometimes individually referred to as the "Party" and collectively as the "Parties." The effective date of the Agreement shall be the date this Agreement is approved by the Oceanside City Council (the "Effective Date").

RECITALS

WHEREAS, City is the equitable and legal owner of that certain real property situated in the City of Oceanside, County of San Diego, State of California, located in the 3200 Block of Mission Avenue, Oceanside, California, consisting of approximately 14.47 acres of vacant land designated as San Diego County Assessor Parcel No. 106-270-14, together with Lot 18 of San Luis Rey Estates Unit 1 according to Map thereof No. 3907 as file in the Office of the County Recorder of San Diego County on June 11, 1958, located at 3206 Carolyn Circle, Oceanside, California, designated as San Diego County Assessor Parcel No. 146-061-03 (the "Property"), to be developed, operated and maintained as a multifamily affordable housing and mixed-use project;

WHEREAS, City has selected National CORE and Community HousingWorks, a California nonprofit public benefit corporation ("CHWorks") (herein, National CORE and CHWorks are collectively referred to as the "Developer Team") to develop, lease, operate and manage the Property as an affordable rental housing and mixed-use project after the Development Team has obtained or secured sufficient funds for the development, operation and management of the Property;

WHEREAS, City and the Development Team have agreed to diligently negotiate the mutual terms, conditions and provisions of a disposition and development agreement ("DDA") for the development, lease, operation and management of the for the purposes stated herein;

WHEREAS, as part of the Development Team's due diligence prior to the development of the Property certain inspections, feasibility studies, surveys, and reports are necessary to determine the physical condition of the Property including, but not limited to, environmental, soils, biological and cultural conditions, and drainage conditions (the "Pre-development Studies");

WHEREAS, the City has agreed to loan the Development Team funds from available HOME (CHDO) affordable housing funds to conduct the needed Pre-development Studies of the Property to ascertain the developability and design of the project; and

WHEREAS, the Parties have determined and mutually agree that National CORE shall be the "Lead Developer" for the project, the Party designated to enter in to this Agreement on

behalf of the Development Team, and the point of contact for receiving proposals and retaining consultant services to provide the Pre-development Studies of the Property under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and other terms and conditions contained herein and for valuable consideration, City and National CORE hereby agree as follows:

1. Scope of Work. The services to be provided to City by National CORE under this Agreement are more particularly described as follows (collectively the "Services"):

a. Consultants for On-/Off-site Meetings Costs: The On-/Off-site Meeting costs shall include participation by the Development Teams Architect, Civil Engineer, Planning Consultant, Geotechnical Consultant, Environmental Consultant, each one approved by the City, to assist and provided services to National CORE related to the Pre-development Studies associated with the development and operation of the Property as an affordable rental housing and mixed-use project.

b. Planning and Entitlement Services: The Planning and Entitlement Services costs shall include the following:

- **i.** Preliminary Design and Plan Review
- **ii.** Application Preparation
- **iii.** Application Processing
- **iv.** Environmental Review Coordination
- **v.** Neighborhood Meetings
- **vi.** Public Hearings

c. Architecture – Entitlement: The Architecture and Entitlement costs shall include the following:

- **i.** Predesign: Programming and Conceptual Site Reconfiguration
- **ii.** Conceptual Design
- **iii.** Architectural Renderings
- **iv.** Public Hearings/City Review Meetings
- **v.** Public Outreach and Key Stakeholder Meetings
- **vi.** Project Coordination, Submittals, and Client Team Meetings

d. Preliminary Design Study (Civil Engineer): A preliminary design study shall be conducted by the approved Civil Engineer and subcontractors, as appropriate, that shall include the following portions of the Services to be provided by National CORE under this Agreement:

i. Agency Research: Conduct preliminary research. Includes review of existing land-use regulations including general plan, zoning, as well as any pertinent regulatory plans or documents affecting development potential. Also in includes determination of availability of utilities and a review of existing, surrounding improvement plans and grading plans for roads, sewer, water, storm drain and reclaimed water facilities.

ii. Boundary and Encumbrance Mapping: Prepare a record boundary and encumbrance base map based on a Preliminary Title Report furnished by National

CORE. Provide a base drawing depicting the record boundary and easement encumbrances of record for the project. Scope does not include field survey.

iii. Topographic Survey: Provide new digital topographic map covering the subject property. The mapping will be compiled at 1"=40' with one-foot contour interval accuracy, suitable for final engineering design. Digital topo to extend approximately 100 feet beyond the project boundary. The scope includes office and field survey work to compile survey control and establish horizontal and vertical ground control on-site.

iv. Mass Grade Study: Prepare one (1) mass grading plan based on the minimum grades set by the preliminary sewer and water analysis.

v. Site Plan Study: Prepare one (1) Site Plan Study at a scale of 1"= 40 feet. Study to include preliminary proposed and existing utility layout. Set preliminary grades based on site plan and product from the architect.

vi. Earthwork Estimate: Prepare two (2) preliminary earthwork estimates based upon above Site Plan Study for raw cut and fill quantities. Estimate includes remedial spreadsheet addressing remedial grading, bulk and shrink factors on client supplied soils report.

vii. Hydrology Study: Prepare one (1) preliminary hydrology study based upon National CORE approved Site Plan Study.

viii. Hydromodification Management Analysis: Prepare one (1) Hydromodification Management Analysis based on current San Diego Regional Water Quality Control Board ("SDRWQCB").

ix. Water Quality Technical Report: Prepare one (1) Water Quality Technical Report based on City requirements for compliance with SDRWQCB's Municipal Storm Water Permit. Does not include changes after initial submittal due to Site Plan revisions.

x. Preliminary Storm Drain Analysis: Prepare a preliminary storm drain layout based on the results of the Hydrology and HMP analysis.

xi. Preliminary Sewer Analysis: Perform Sewer Analysis to demonstrate cleansing velocity of proposed sewer and existing capacity in order to identify any offsite facility upgrades required. Study excludes field flow metering. Time and Materials.

xii. Preliminary Water Study: Prepare one (1) Preliminary Water Study. Water Study includes analysis of water system sizing, pressure zones, fire flows, verification of existing capacity and identification of any facility upgrades required. Time and Materials.

e. Off-site Storm Water Options:

i. Explore design of an off-site storm water option.

f. Landscape Design: A preliminary design study shall be conducted by the approved Landscape Architect and subcontractors, as appropriate, that shall include the following portions of the Services to be provided by National CORE under this Agreement:

i. **Construction Plan:** Includes all hardscape and landscape architectural features showing layout and dimensioning with reference to appropriate detailed drawings.

ii. **Irrigation Plan:** Diagrammatic layout of all piping, head, valves, control equipment and point-of-connection for a complete automatic system.

iii. **Planting Plan:** Locates and identifies all plant material by botanical and common name, listing quantity and sizes to be installed.

iv. **Construction Details and Specifications:** Stipulates materials, methods, and procedures for installation and construction of plan elements.

v. **Cost Estimates:** A detailed cost estimate to be used by the City of Oceanside Engineering Division to determine landscape bond amounts and by National CORE to determine construction costs.

vi. **National CORE/Consultant Meetings:** Meet with National CORE and project consultants during plan development and prior to plan approval.

vii. **Plan Processing:** Plans will be submitted to the City of Oceanside Engineering Division for plan checks and City Engineer's signature.

g. Utility Consultant: A preliminary design study shall be conducted by the approved Utility Consultant and subcontractors, as appropriate, that shall include the following portions of the Services to be provided by National CORE under this Agreement

i. Utility Consulting Services for Conversion and Site Design

h. Geotechnical Report/Studies: A preliminary design study shall be conducted by the approved Geotechnical Consultant and subcontractors, as appropriate, that shall include the following portions of the Services to be provided by National CORE under this Agreement:

i. **Project Set-up**: Conduct a site reconnaissance and stake/mark the exploration locations at the site, such that drill rig access to all the locations is available. Obtain permit from the Department of Health Land and Water Quality Division, County of San Diego. Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.

ii. **Subsurface Exploration**: The subsurface investigation will include exploratory borings and Cone Penetration Tests (CPT).

iii. **Laboratory Testing**: Soil samples obtained during exploratory drilling will be tested in a recognized, approved laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, moisture-density of in-situ samples, expansion index, sieve analysis, and modified proctor.

iv. **Engineering Analyses and Geotechnical Report**: Data obtained from the exploratory borings, CPT and laboratory testing program will be evaluated to prepare a report, which will include the following:

a. Site description
b. Project description
c. Discussion on previous investigation
d. A description of the field procedure used in the investigation
e. A description of the subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the borings and sampling locations, CPT and groundwater level
f. Discussion of the laboratory test results
g. Site Flood Hazard

v. Further studies to refine solutions for project site construction.

i. **Environmental Consultant:** An environmental, biological and cultural study shall be conducted by the approved Environmental Consultant and subcontractors, as appropriate, that shall include the following portions of the Services to be provided by National CORE under this Agreement:

i. **Draft Environmental Impact Report:**
a. Project Scoping
b. Initial Study and Notice of Preparation
c. EIR Analysis
1. Aesthetics/Land Form Alteration
2. Air Quality
3. Biological Resources
4. Cultural, Historical, and Paleontological Resources
5. Geology/Soils
6. Harzards and Hazardous Materials
7. Hydrology/Water Quality
8. Land Use and Planning
9. Noise
10. Public Services
11. Transportation/Traffic
12. Utilities and Service Systems
13. Cumulative Impacts
14. Alternatives

ii. **Final Environmental Impact Report**
a. Response to Comments
b. Candidate Findings
c. Mitigation, Monitoring and Reporting Program
d. Final Documentation

iii. Public Hearings and Approvals
iv. Technical Studies
v. City Application Filing Fees
vi. Radius Package and Neighborhood Notice Package
vii. CEQA Filing Fees

j. **Legal:** Legal fees associated with DDA and other document preparation.

k. Biological Resources: An approved Environmental Consultant prepared a biological resources report for the City of Oceanside on this property in 2005; it was subsequently updated in 2006. While the site does not support any significant biological resources, it is within the boundaries of the Wildlife Corridor Planning Zone (WCPZ), which stipulates that properties proposed for development within this zone must preserve at least 50% of the site. The site will again be surveyed, and any changes to the area will be noted. National CORE and its environmental consultant will consult with City staff, the California Department of Fish and Game, and the U.S. Fish and Wildlife Service to address the City's Subarea Plan Issues.

l. Archaeological Data Recovery: Previous studies at the project site have identified a significant archaeological site. In addition, this area is of cultural importance to the Luiseño Indians, particularly the San Luis Rey Band; human remains have been found a short distance away on the north side of Mission Avenue and on the north side of the San Luis Rey River. The approved Environmental Consultant will work with National CORE, the approved Planning Consultant, and City staff, as well as the San Luis Rey Band, to determine whether preservation of the significant resource is feasible or whether data recovery program should be implemented to mitigate impacts.

m. FEMA Mapping Consultant: Consult to work on updating the FEMA Floodplain Map.

n. Ownership of Work Product: National CORE will require and insure that all reports, surveys, studies, assessments, and other similar products, conducted under this Agreement be made assignable to and become the property of the City, whether in draft or final form.

o. Lead for Development Team: The City and the Development Team mutually agree that National CORE shall be the lead entity of the Development Team to provide all the Services, be the point of contact for receiving proposals and retaining consultant services to provide the Pre-development Studies and be responsible on behalf of the Development Team for the oversight and reporting to City with regard to the Services and work performed on the Property under the terms and conditions set forth in this Agreement.

2. <u>Independent Contractor</u>. National CORE and its consultants' relationship to the City shall be that of an independent contractor. National CORE and its consultants shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City's Director of Neighborhood Services. National CORE shall be solely responsible for the performance of any of its employees, agents, consultants, contractors or subcontractors under this Agreement. National CORE shall report to the City any and all employees, agents, and consultants performing work in connection with this Agreement, and all shall be subject to the approval of the City.

3. <u>Workers Compensation</u>. Pursuant to Labor Code section 1861, National CORE hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and National CORE will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **Professional Errors and Omissions Insurance.** Throughout the duration of this Agreement and for four (4) years thereafter, National CORE shall cause all of the vendors, subcontractors, contractors, and professional consultants performing work in connection with this Agreement to maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Hundred Fifty Thousand Dollars ($250,000.00). National CORE shall provide evidence of compliance with this insurance requirement by providing City with a Certificate of Insurance from each vendor, subcontractor, contractor, or professional consultant performing work in connection with this Agreement before the City is obligated to reimburse National CORE for the corresponding work.

5. **National CORE's Indemnification of City.** National CORE shall defend, indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors or omissions or wrongful acts or conduct of National CORE, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the City, its officers, agents, or employees. National CORE's indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the City, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, National CORE at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of National CORE.

National CORE's indemnification of City shall not be limited by any prior or subsequent declaration by National CORE.

6. **Reimbursement.** The City agrees to reimburse National CORE for all work performed in accordance with this Agreement, in a total amount not to exceed **One Million Five Hundred Twenty-Seven Thousand, One-Hundred Seventy Dollars ($1,527,170.00)**, as more specifically described in Exhibit "A" to this Agreement.

No work shall be performed or directed by National CORE in excess of the total contract price without prior written approval of the Director of Neighborhood Services. National CORE shall obtain approval by the Director of Neighborhood Services prior to performing or directing any work that results in additional or incidental expenses to City.

All contracts and subcontracts entered into by National CORE or its agents for services rendered under this Agreement shall provide for partial payment of the fee therefor in the event the work to be provided thereunder is canceled before the completion thereof at the request or direction of City.

7. **Timing Requirements.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work for each component of the Services to be provided hereunder shall be completed in every detail to the satisfaction of the Director of Neighborhood Services within forty-five (45) calendar days from the award of the applicable contract for such work. For good cause, National CORE may request the City's consent to an extension of time to complete any component of work, which consent shall not be unreasonably withheld or conditioned. Any such request must be in writing and submitted to the City no later than ten (10) days before the expiration of the applicable 45-day period.

8. **Entire Agreement.** This Agreement comprises the entire integrated understanding between City and National CORE concerning the work to be performed under this Agreement and supersedes all prior negotiations, representations, or agreements, whether oral or written.

9. **Interpretation of the Agreement.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to City.

National CORE shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **Agreement Modification.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

11. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of National CORE and the City.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Reimbursement Agreement to be executed, as of but not necessarily on the Effective Date hereof, by setting their signatures hereunto.

NATIONAL CORE
National Community Renaissance of California, a California nonprofit public benefit corporation

By: _____
Tracy L. Thomas, CPA
Its: Chief Operating Officer
Dated: 3/29/11

CITY
City of Oceanside, a California Charter City created by its charter and California Statute

By: _____
Peter A. Weiss, City Manager

Dated: _____
(Effective Date)

ACKNOWLEDGED AND AFFIRMED:
CHWorks
Community HousingWorks,
a California nonprofit public benefit corporation

By: _____
Its: Sr. Vice President
Dated: 3/29/11

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: _____ ASST.
Barbara L. Hamilton,
Assistant City Attorney

SIGNATORIES OF NATIONAL CORE AND CHWORKS MUST BE NOTARIZED
(Notary Public, Use California All-Purpose Acknowledgement Form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Bernardino

On March 29, 2011 (Date) before me, Claudine Morales, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Tracy Lee Thomas (Name(s) of Signer(s))

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

CLAUDINE MORALES
Commission # 1893431
Notary Public - California
San Bernardino County
My Comm. Expires Jun 21, 2014

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

WITNESS my hand and official seal.

Signature Claudine Morales (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Reimbursement Agreement - Oceanside

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

State of California
County of San Diego)

On March 29, 2011 before me, Mary Ann Erickson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Mary Ann Erickson (Seal)

MARY ANN ERICKSON
Commission # 1839452
Notary Public - California
San Diego County
My Comm. Expires Mar 5, 2013

Mission Cove

Predevelopment (through Entitlements)

Description	NationalCORE- Master Developer/Family Amount	Timing	Community HousingWorks- Seniors Amount	Comments
Entitlement & Design:				
Planning and Entitlement Services	$146,000		$ -	Inc in Master Dev
Architecture - Entitlement	$215,000		35,000	Schematics for Master Dev Entilements only-- need Design Dev and CD prior to Construction Finance on SeniorsThrough Master Dev entitlements only
Architecture- Reimbursables			5,000	Per Proposal
Civil Engineer	$88,000		-	Inc in Master Dev
Off-site storm water options	$10,000		-	Inc in Master Dev
Landscape Design	$39,000		3,000	Most inc in Master Dev
Utility Consultant	$75,000		-	Inc in Master Dev
Phase 1 ESA	$20,000		-	Inc in Master Dev
Geotechnical Study	$20,000		-	Inc in Master Dev
EIR (Including Biological & Cultural)	$120,000		-	Inc in Master Dev
EIR - Noise	$7,000		-	Inc in Master Dev
EIR - Air Quality/Greenhouse Gases	$9,000		-	Inc in Master Dev
City Application Filing Fees	$145,000		-	Inc in Master Dev
Radius Map/Notification/Mailing	$8,000		-	Inc in Master Dev
Application Fees	$4,000		-	Inc in Master Dev
Traffic Study estimate	$20,000		-	Inc in Master Dev
Other:	$20,000		-	Inc in Master Dev
Legal	$25,670		4,000	
Archaelogical Data Recovery	$500,000		-	Inc in Master Dev
FEMA mapping consultant	$8,500		-	Inc in Master Dev
Total Predevelopment Budget	$1,480,170		$ 47,000	
Sub- TOTAL	$1,480,170		$ 47,000	
Combined Total		**$1,527,170**		
Note				
This budget takes the project to TCAC application requirements. It does not include costs for construction documents and planning in order to meet the 180 day TCAC deadline. These costs are all part of the overall residual receipt loan to Mission Cove.				

EXHIBIT A

HOUSING COMMISSION REPORT

TO: OCEANSIDE CITY COUNCIL
FROM: HOUSING COMMISSION
RE: REIMBURSEMENT AGREEMENT – MISSION COVE
DATE: MARCH 22, 2011

THE HOUSING COMMISSION RECOMMENDS THAT THE CITY COUNCIL APPROVE A REIMBURSEMENT AGREEMENT WITH NATIONAL COMMUNITY RENAISSANCE FOR PREDEVELOPMENT EXPENSES RELATED TO MISSION COVE AFFORDABLE HOUSING (3200 MISSION AVENUE) IN THE AMOUNT OF $1,527,170.00 FROM HOME FUNDS.

CAMP	YES
COOPER	YES
FARMER	ABSENT
HUSKEY	YES
MIKULAY	YES
MOORE	YES
PARKER	YES
SAIZ	ABSENT
SORENSEN	ABSENT