



**2025–26 Community  
Development Block Grant  
Acquisition of  
Affordable Rental Housing  
Notice of Funding Availability**

Date Due: 12:00 p.m. – September  
5, 2025

2025–26 CDBG  
Acquisition of Affordable  
Rental Housing  
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**INTRODUCTION**

The City of Roseville (City) announces the availability of \$700,000 in Community Development Block Grant Program (CDBG) funds to be awarded to qualified nonprofit affordable housing developers/project sponsors. Funding under this Notice of Funding Availability (NOFA) is for the purpose of property acquisition that will assist in the development of affordable rental housing in the City of Roseville to provide permanent or transitional housing for low-and moderate-income (LMI) persons. The funding will be provided for the acquisition of real property or land for the future development of affordable rental housing. The future proposed project must contain 1 unit per \$100,000 (i.e., a minimum of 7 units for \$700,000, etc.).

The amount of financial assistance allocated to eligible acquisitions under this NOFA will be limited to \$700,000. As appropriate, financial assistance will be made in the form of a loan, secured by a lien against the property, and will have a term of 55 years with 3% simple interest. Preference will be given to Applicants who can commit to expending the CDBG funds by March 31, 2026, and an affordable housing project must be developed within a three to four-year period from commitment date. *The award and disbursement of these funds is contingent upon the City of Roseville's receipt of the 2025–26 CDBG Grant Agreement from the U.S. Department of Housing and Urban Development (HUD).*

The City reserves the right to increase or decrease the amount in the NOFA.

Qualified nonprofit affordable housing developers/project sponsors (Applicants) that can meet the NOFA requirements and demonstrate their ability to finance, design, manage affordable rental housing are encouraged to submit proposals. Proposals will be reviewed for compliance with the CDBG Program regulations and the terms of this NOFA. All proposals must be received by 12:00 p.m. on September 5, 2025. Funding will be awarded by the City on a competitive basis to the project or projects that provide the best opportunity to address the City's affordable housing needs.

The City reserves the right to request that Applicants submit additional information to clarify submitted information. Also, the City reserves the right to suspend, amend or modify the provisions of this NOFA, to reject all proposals, to negotiate modifications of proposals, or to award less than the \$700,000 of funding made available.

**ELIGIBLE APPLICANTS**

Proposals will be accepted from experienced qualified nonprofit organizations and affordable housing developers/project sponsors. Applicants should have experience completing affordable rental housing projects of similar size and complexity as the proposed project, preferably within the Placer/Sacramento regions. ***Acquisition by a private for-profit entity is not eligible under §570.201(a).***

Organizations must have a valid UEI (Unique Identifier Number). For information on how to obtain a UEI number please visit the website: <https://sam.gov/content/duns-uei>. Entities with an exclusion listed on SAM.gov are not eligible to participate in the CDBG program or receive funding.

### PREFERECES

Preference will be given to projects located on properties within the areas shown on the maps in Attachment C. These areas are key commercial areas within the City's Douglas-Harding and Douglas-Sunrise Corridor Specific Plans. The City is actively pursuing reinvestment projects in these areas, including opportunities for multifamily housing that will activate and support commercial uses. Multifamily housing is a permitted use in the areas shown on the map and public hearings are not required for affordable housing projects. The City has also provided California Environmental Quality Act (CEQA) clearance, utility capacity, and reduced parking requirements for multifamily projects at densities of 25 units per acre or greater.

Additional preference will be given to projects serving households exiting homelessness.

### CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) Program is one of the longest-running programs administered by HUD. It provides annual funding to entitled cities and counties to carry out a wide range of community development activities to improve the lives of their low- and moderate-income residents through the creation and expansion of economic and community development opportunities in support of livable communities.

CDBG Program statute requires that each activity funded must meet one of the three national objectives; Benefit to low-and moderate-income (LMI) persons (80% AMI or less); Aid in the prevention of elimination of slums or blight; and meet a need having a particular urgency.

### HUD REGULATIONS

The availability and use of the funds under this NOFA are subject to the CDBG Program regulations imposed by the United States Department of Housing and Urban Development (HUD) and can be found at 24 CFR Part 570.

### ELIGIBLE PROJECTS

The City of Roseville 2025–26 CDBG Affordable Housing award will support rental units designated for lower-income households with household income of no more than 80 percent AMI with a priority for financing for rental projects restricted to households with incomes of no more than 60 percent AMI.

Projects considered for funding must meet all three of the following requirements: (1) be an eligible activity for CDBG funding; (2) qualify for funding on the basis of principally benefiting lower-income persons; and (3) meet the City of Roseville CDBG Consolidated Plan goal of acquisition or development of rental housing affordable to very low- and low-income

households.

Eligible projects must be located within the City of Roseville. Projects which are assisted under this NOFA must create 1 unit per \$100,000 and must provide permanent or transitional affordable rental housing.

Proposals for the following types of activities will be accepted:

- Acquisition of real property to be used for permanent housing for low-income persons (80% AMI or less);
- Acquisition of real property to be used for transitional housing for low-and moderate-income (LMI) persons;
- Acquisition of vacant land for the development of permanent or transitional housing for low-and moderate-income (LMI) persons:
  - o End use of land is limited to the creation of housing designated for lower-income households with household income of no more than 80 percent of the HUD Area Median Income for Placer County (AMI);
  - o An affordable housing project must be developed and occupied within a four-year period from commitment date.
  - o Land acquired must be retained for its originally intended use, which must qualify as a categorically excluded activity under 24 CFR 58.35.

CDBG funds may be used to reimburse the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to the acquisition process. Reimbursement for expenses incurred before CDBG funds were allocated or before the National Environmental Policy Act (NEPA) review was completed is not allowed under the regular CDBG program.

#### AFFORDABILITY COVENANT

Restricted units must remain affordable for the remaining life of the project, which shall be no less than fifty-five (55) years. A restrictive covenant will be recorded against the property to ensure affordability during the term of the agreement. All projects shall be required to agree to maintain the project's affordability for the term of the restrictive covenant, regardless of whether the loan is fully repaid. A draft Regulatory Agreement is included in Attachment A.

The annual reporting requirements will be outlined in the Regulatory Agreement. Projects receiving funds from the City shall be monitored annually to ensure compliance with the occupancy and affordability requirements of the Regulatory Agreement.

#### ENVIRONMENTAL REVIEW AND ASSESSMENT

Projects must comply with the requirements of the California Environmental Quality Act (CEQA). The Project will also be assessed in accordance with the National Environmental Policy Act (NEPA) requirements. Award of funds will be subject to completion of a Phase 1 Environmental Site Assessment. *If a Phase 1 Environmental Assessment has already been completed, it must*

*be included as an attachment with the application.*

Hazardous Materials: It is HUD policy, as described in §50.3(i), that "(1)... all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property. (2) HUD environmental review of multifamily and non- residential properties shall include evaluation of previous uses of the site and other evidence of contamination on or near the site, to assure that occupants of proposed sites are not adversely affected by the hazards..." Sites known or suspected to be contaminated by toxic chemicals or radioactive materials include but are not limited to sites: (i) listed on an EPA Superfund National Priorities or CERCLA List, or equivalent State list; (ii) located within 3,000 feet of a toxic or solid waste landfill site; or (iii) with an underground storage tank (which is not a residential fuel tank).

#### UNIFORM RELOCATION ASSISTANCE (URA) REQUIREMENTS

Acquisition of real property with CDBG funds is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Specifically, 24 CFR 570.606(e) requires that acquisition of real property for a CDBG-funded activity or series of activities (including CDBG- funded acquisition itself) must comply with the URA real property acquisition requirements at 49 CFR Part 24, Subpart B.

Applicant must be required to follow 49 CFR 24.101(b)(1) for the acquisition to avoid triggering URA. This includes notifying the seller in writing that if negotiations fail to result in an amicable agreement, they will not seek to acquire the property (in other words, will not seek eminent domain); and notifying the seller in writing of what they believe to be the market value of the property.

#### RELOCATION PLAN

Any Applicant proposing to acquire land using City funds that may result in the displacement of residential or commercial tenants must fully comply with both federal and state relocation laws.

#### LEAD MITIGATION REQUIREMENT

HUD requires that certain housing projects built before 1978 will need to meet lead-mitigation standards. These include activities involving housing rehabilitation, tenant-based rental assistance, acquisition, leasing, support services, and operations. Housing exclusively for seniors or persons with disabilities is exempted, unless a child under age 6 is expected to reside there. Also exempted are 0- bedroom dwellings, including efficiency apartments, single-room occupancy structures (SROs), or rentals of individual rooms in residential dwellings.

#### PREVAILING WAGE LAW

Funds awarded under this NOFA may be subject to federal Davis-Bacon law and state prevailing wage law, as set forth in Labor Code Section 1720 et seq., and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code, Section 1720 (c), as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

Applicants are urged to seek professional advice as to how to comply with state prevailing wage law. *Since funds are limited to acquisition, projects will likely be considered exempt.*

#### ACCESSIBILITY AND NON-DISCRIMINATION

All projects or programs shall adhere to the accessibility requirements set forth in California Building Code, Chapter 11A and 11B and the Americans with Disabilities Act, Title II. In addition, projects or programs shall adhere to either the Uniform Federal Accessibility Standards, 24 Code of Federal Regulations (CFR) Part 8, or U.S. Department of Housing and Urban Development's (HUD) modified version of the 2010 American Disabilities Act Standards for Accessible Design (Alternative 2010 ADAS), HUD-2014-0042-0001, 79 F.R. 29671 (5/27/14) (commonly referred to as "the Alternative Standards" or "HUD Deeming Memo"). Accessible units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project and be available in a sufficient range of sizes and amenities consistent with 24 CFR, Section 8.26.

Recipients shall adopt a written non-discrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state fair housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with program funds made available pursuant to this NOFA.

Recipients shall comply with the requirements contained in the Americans with Disabilities Act, the Fair Housing Amendments Act, the California Fair Employment and Housing Act, the Unruh Act, Government Code Section 11135, Section 504 of the Rehabilitation Act, and regulations promulgated pursuant to those statutes, including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35, in all of the Sponsor's activities.

## SUBMITTAL REQUIREMENTS

### **1. Executed Proposer's Certification Form**

See Attachment B.

### **2. Cover Letter**

Provide a brief summary of the proposed project and discuss your firm's qualifications, why you are uniquely qualified to merit the City's investment and why your proposal should be selected for funding. The letter should clearly identify all of the team members and their role. The cover letter should also indicate and provide contact information for the single point of contact/overall project manager.

### **3. Development Entity**

Identify the entity with the legal authority to contract directly with the City, including all joint ventures/limited partners and their percentage ownership interest (if applicable).

Include resumes and a description of background experience of each principal and each person having major responsibilities for the project's development and include a description of their roles in the proposed project.

Identify the type of legal entity with whom the City would contract and the person who has the legal authority to enter into a contractual agreement with the City on behalf of the Applicant.

### **4. Experience**

Provide evidence of past project experience, particularly with developing affordable rental housing projects.

For three (3) projects include:

- a brief narrative description of the project,
- the Applicant's role,
- the cost of the project,
- amounts and sources of funds used to finance the project,
- the date the project was completed,
- indicate if the project was completed on time and within budget,
- include information on the roles the proposed principals and project staff played in these projects.

### **5. References**

For each of the three projects listed above in Section 4, provide a reference with the applicable city or agency including name, title, telephone number and email address.

### **6. Financial Statements**

In order to assess the financial soundness of the Applicant's proposed principal development entity, the submittal shall include copies of the two most recent audited financial statements of the Applicant and each proposed development entity/joint venture partner, as applicable.

## **7. Description of Proposed Project Concept**

Provide a written description of the proposed project, including scale of development:

- Number of stories,
- type of construction,
- number of units/buildings,
- levels of affordability proposed,
- use of proposed tenants of commercial component [if applicable],
- occupancy restrictions,
- number and type of accessible units,
- bedroom size of units,
- number of parking spaces,
- proposed amenities.

Provide basic site information such as property address; Assessor Parcel Number; square footage; existing uses; an initial assessment for the need to relocate existing commercial and/or residential tenants, as may be applicable; current General Plan land use designation and zoning; indicate if the proposed project is consistent with the existing zoning, or if rezoning is required. Describe the property location, neighborhood, transportation options, local services, and amenities (full-service grocery store, neighborhood park, pharmacy, medical facility, schools, etc.) within close proximity to the site (include distance, e.g., ¼ mile, ½ mile).

If available, provide a graphic depiction of the proposed project consisting of a preliminary site plan and elevation.

Describe the proposed plans on how the future project will be managed. For example, if proposing the development of Permanent Supportive Housing, provide the management plan for the program. Also, if applicable, provide a list of affordable rental projects that are currently under the company's management, include each property's location, number of units and number of affordable units.

## **8. Financing Plan and Pro forma**

Provide a narrative description of the proposed method of financing for the proposed project, including all sources of debt and equity. Given the competitive nature of many of the available local, state and federal funding programs, the narrative should describe the Applicant's approach to alternative financing scenarios as a contingency to the preferred plan.

The proposal should also include a complete preliminary financing pro forma of the proposed project including:

- Total development cost budget, itemized for each component of the Project, identifying predevelopment costs, estimates of land acquisition and site preparation costs (if applicable), direct construction costs (for each component) and all indirect and financing costs, including the developer fee, construction escalation, design contingency, and construction contingency of no less than 10%.

- For mixed-use projects, a development budget with the costs attributable to the commercial/retails component clearly delineated from those for the residential component.
- A complete, phased, sources and uses of funds table for acquisition/predevelopment, construction, and permanent financing for each component of the project. The table should clearly indicate the amount of requested City CDBG financial assistance.
- An initial 15-year operating pro forma with estimated income and expenses including rents for each unit type and assumed inflation factors for both revenues and expenses; assumed vacancy rate; projected debt service with commercial lender assumed interest rate, loan term and amortization, as appropriate; and all distributions of remaining cash flow. The pro forma should clearly detail assumptions on rents for all unit types including utility allowance factors and other sources of income.
- An Excel pro forma is required. Utilizing a standard State of California Universal Application for the Development of Affordable Rental Housing is preferred, however other Excel pro formas that includes all of the above information is acceptable.

*The proposal should also include a financing plan for how the applicant will fund ongoing costs and supportive activities once the project has been constructed.*

## **9. Evidence of Site Control**

At the time of proposal submission, Applicants with site control of the property for the proposed project for which funding is requested will be prioritized.

- **For Applicants with site control**, they must show that if the proposal is selected, site control can be maintained until the property can be acquired. As evidence of site control, one of the following documents may be submitted with the application:
  - Purchase and Sales Agreement, along with a copy of the title report, including evidence that the agreement is for a term that is sufficient to hold the property until the anticipated date of purchase.
  - Option to purchase or lease, binding on seller or landlord, including evidence that options are renewable until the anticipated date of purchase.
  - Executed land sales contract or other enforceable agreement for acquisition; or
  - Other evidence that Applicant has site control acceptable and as determined by the City.
- **For Applicants who do not have site control at the time of application**, CDBG regulations state that once you have applied for funding, there can be no commitment until the National Environmental Policy Act (NEPA) is completed. If anything is signed/committed from the time Applicant has applied for funding, the project becomes ineligible for CDBG funding.

## **10. Community Outreach Plan**

Provide a preliminary plan for conducting community outreach to neighbors of the proposed Project and community groups. The outreach plan should describe how the Applicant intends to build support for the Project and address community concerns. The outreach plan should also discuss any anticipated community concerns and how they would be handled.

## **11. Residential Services Plan**

If applicable, provide a residential services plan that describes services to be provided to tenants (e.g. childcare, computer training, etc.) and demonstrates how supportive services for the target tenant population will be provided and funded. The plan should also show funding commitments for services.

## **12. Project Schedule**

Provide a preliminary Project schedule identifying the estimated date of achieving key milestones including securing of all financing commitments; acquisition of the site; start of construction; completion of construction; and lease-up and stabilization of residential and commercial operations (if applicable).

## **13. Appraisal**

A recent appraisal (within six months) and preliminary title report should be attached to the application if there is already under an agreement or option for the property. *If an appraisal is not available, submit one as soon as is practical (not later than 30 days after application due date).* Acquisition costs may not exceed the fair market value of the property as determined by appraisal. If the acquisition price is significantly higher than appraised value, the City may reject the application or deny the funding unless the price can be negotiated reasonably close to the appraised value.

*If any of the required documentation is not provided with your application, it will be deemed non-responsive, and the application will not be considered further.*

## **PROPOSAL SUBMISSION PROCESS**

Questions can be sent by email or by telephone to Michelle Wurster, Housing Analyst.

Email: [mewurster@roseville.ca.us](mailto:mewurster@roseville.ca.us)

Phone: 916-774-5295.

Responses to this NOFA are to be sent by email with the designated subject line:

Subject: **Proposal AH NOFA**

To: [mewurster@roseville.ca.us](mailto:mewurster@roseville.ca.us)

Please note that the maximum size for attachments is 25 MB

DUE DATE: September 5, 2025.

## EVALUATION AND SELECTION

### Review of Proposals & Project Selection Process

City staff and technical consultants will review all proposals submitted that meet the NOFA requirements. Proposals will be evaluated based on the Applicant and Project Selection Criteria and NOFA identified priorities. Scoring serves as a basis to compare applications but ultimately the decision to award funds is based on the City Council's approval. Successful respondents to this NOFA will be placed on the City's CDBG Affordable Rental Housing project list, subject to approval of funding by the City of Roseville City Council.

### APPLICANT AND PROJECT SELECTION CRITERIA – 100 POINTS TOTAL

Applicants who submit proposals that meet the requirements of this NOFA will be evaluated according to the criteria below:

- 1. Applicant qualifications, experience, and management of affordable rental housing – 30 points:**
  - a. Qualifications of the Applicant and development team.
  - b. Experience completing affordable rental housing projects of similar size and complexity as the proposed project.
  - c. Applicants' track record of successfully developing similar projects on time and within budget.
  - d. Positive track record for collaborative negotiations with public agencies (as demonstrated by references).
  - e. Track record of positive cash flow and compliance with regulatory agreements, property reserves and property management standards for existing projects.
  
- 2. Applicant Financial Capability and Economic Feasibility of Project: – 30 points**
  - a. Source and amount of equity contributions and other sources of funding.
  - b. Degree of leveraging of City Affordable Housing funds.
  - c. Per unit subsidy of City Affordable Housing funding requested and overall, per unit cost to construct.
  
- 3. Public Benefit and Response to City's Housing Priorities – 30 points**
  - a. Project has housing units affordable to Extremely Low (highly desirable), Very-Low and Low-income households.
  - b. Project has housing units that address households with special needs (e.g., homeless, seniors, and/or special needs) and has appropriate level of services for the target population and identifies funding to provide for such services.
  - c. Applicant has proven success at gaining community support for affordable housing projects and remaining sensitive to community and neighborhood concerns throughout operations.
  - d. Project results in units that can be counted towards the production totals of the City, pursuant to definitions in California law and adopted by the Sacramento

Area Council of Governments (SACOG) Regional Housing Needs Assessment (RHNA).

- e. Project incorporates Universal Design principles into some or all affordable units.

**4. Site Appropriateness – 10 points:**

- a. Project site is within ½ mile of a transit station or a transit corridor
- b. Project site has easy access to relevant local services and amenities, such as parks, medical services, fresh foods, schools, etc.
- c. Proposed project is consistent with the proposed site's General Plan land use designation and zoning. In cases where the land use designation and/or zoning would require an amendment, applicant can demonstrate that the proposed project warrants an amendment to land use and zoning designations and is compatible with surrounding land uses.

The site's appropriateness should be described in detail in a prepared narrative. It should be noted that projects are not required to meet every criterion listed.

**5. Tie Breaker**

Preference will be given to applications that best align with the City's strategic priorities, including projects proposed in one of the Commercial Corridors and projects that serve households exiting homelessness.

## **NO OBLIGATION**

The City reserves the right to modify this NOFA package at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this NOFA package at any time. The City further reserves the right to reject any and all proposals for any reason or to accept any qualifying proposal received which the City, in its sole unrestricted discretion deemed most advantageous to itself. The lowest or any proposal may not necessarily be accepted. The respondent acknowledges the City's rights and this clause and absolutely waives any right of action against the City for the City's failure to accept its proposal whether such right of action arises in contract, negligence, bad faith, or any other cause of action. The acceptance of any proposal is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to accept the proposal.

The City of Roseville is not responsible for any loss, damage or expense incurred by a respondent as a result of any inaccuracy or incompleteness in the NOFA, or as a result of any misunderstanding or misinterpretation of the terms of this NOFA on the part of the Applicant. Further, the City of Roseville is not liable for any costs incurred in the preparation of the proposal submittals.

### Exceptions Certification

In submitting a proposal in response to this NOFA, Applicant is certifying that it takes no exceptions to this NOFA. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. Failure to include any exceptions to the NOFA shall be deemed an acceptance of all terms therein by Applicant and Applicant shall not have any further opportunity to request revisions to the same following submission of its proposal.

### Cancellation of NOFA

City reserves the right to cancel this NOFA at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this NOFA.

### No Commitment to Award

Issuance of this NOFA and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the NOFA process for its own convenience, to accept or reject any or all proposals received in response to this NOFA, to negotiate with more than one Applicant concurrently, or to cancel all or any part of this NOFA.

### Right to Negotiate and/or Reject Proposals

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax- paying public.

**Attachments:**

Attachment A: Sample Loan Documents – Draft Regulatory Agreement

Attachment B: Required Proposer’s Certification

Attachment C: Commercial Corridors Maps

**Attachment A**  
Sample Loan Documents – Draft Regulatory Agreement

SAMPLE

## AFFORDABLE HOUSING REGULATORY AGREEMENT

(Project: \_\_\_\_\_, Roseville)

This Affordable Housing Regulatory Agreement (“Regulatory Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the City of Roseville, a municipal corporation (“CITY”), and \_\_\_\_\_, a \_\_\_\_\_ (“DEVELOPER”).

### RECITALS

A. WHEREAS, DEVELOPER proposes to purchase real property located at \_\_\_\_\_ in Roseville, California as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. WHEREAS, DEVELOPER specifically proposes to develop a \_\_\_\_\_ unit multi-family apartment project on the Property, \_\_\_\_\_ (\_\_\_\_\_) of which shall be rented at rents that are affordable to \_\_\_\_\_ (\_\_\_\_\_% of Area Median Income (AMI)), and \_\_\_\_\_ (\_\_\_\_\_% AMI) income households (collectively, the “Regulated Units”), with up to one manager’s unit.

C. WHEREAS, the Project is intended to serve as a community resource by providing decent, safe, and sanitary housing for households which would otherwise be unable to afford such housing.

D. WHEREAS, the CITY has agreed to provide DEVELOPER with financial assistance in the form of a loan in the combined principal amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to assist DEVELOPER in the construction and permanent financing of the Project (the “Loan”).

E. Reserved.

F. DEVELOPER is simultaneously: (1) executing one Loan Agreement, one Promissory Note and one Deed of Trust evidencing and regulating certain aspects the Loan; (2) recording the Deed of Trust to secure the Loan; and (3) as further consideration for the Loan, and to further the public interests of the CITY in seeing the Project maintained as affordable housing, DEVELOPER is executing and recording this Regulatory Agreement. The Loan Agreement, the Promissory Note, the Deed of Trust and this Regulatory Agreement are collectively referred to herein as the “Loan Documents.”

G. The Loan is being made to DEVELOPER at an interest rate below the market rate in order to help achieve financial stability for the Project and to increase the supply of affordable rental housing in the CITY. In consideration for the Loan, DEVELOPER has agreed to observe all the terms and conditions set forth below.

NOW, THEREFORE, DEVELOPER and the CITY hereby agree as follows:

### **DEFINITIONS**

The following terms have the meanings set forth herein wherever used in this Regulatory Agreement or attached exhibits. Capitalized terms not defined in this Regulatory Agreement shall have the same meaning as defined in the DDA.

1. **“CITY”** means the City of Roseville, a municipal corporation.
2. **“AREA MEDIAN INCOME”** (referred to herein as “AMI”) means the median income for the Metropolitan Statistical Area which includes the City of Roseville (“MSA”), with adjustments for household size, as determined from time to time by the U.S. Department of Housing and Urban Development (“HUD”) pursuant to Section 8(f)(3) of the United States Housing Act of 1937 as amended, or such other method of median income calculation applicable to the City of Roseville that HUD may hereafter adopt in connection with said Act. If HUD should cease making such determination, the CITY may designate another method of calculation of area median income used by any federal or state agency and applicable to the City of Roseville.
3. Intentionally deleted.
4. **“DEED OF TRUST”** means the Deed of Trust executed contemporaneously with this Regulatory Agreement and recorded against the Property as security for the Loan and other obligations by DEVELOPER, as trustor and the CITY as beneficiary, as well as any amendments to, modifications of, and restatements of said Deed of Trust.
5. **“DEVELOPER”** means \_\_\_\_\_, together with its permitted successors and assigns.
6. **“LOAN”** means the loan of funds provided by the CITY to DEVELOPER for the Project.
7. **“LOAN DOCUMENTS”** means, collectively, the Promissory Notes, the Deeds of Trust and this Regulatory Agreement for the Project, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.
8. **“NOTES”** mean the promissory notes executed contemporaneously with this Regulatory Agreement by DEVELOPER in favor of the CITY evidencing the Loans, which are secured by the Deeds of Trust, as well as any amendments to, modifications of, or restatements of said promissory note(s). The Notes are on file with the City of Roseville.
9. **“PROJECT”** means the development, construction and operation of a no fewer than \_\_\_\_\_ unit residential, multi-family rental apartment project on the Property to be rented at rents that are affordable to \_\_\_\_\_ income households, up to one (1) unregulated manager’s unit and any additional improvements, landscaping, roads, and parking spaces existing thereon, as the same may from time to time exist.
10. **“PROPERTY”** means the real property located at \_\_\_\_\_, Roseville, California, 95\_\_\_\_\_ identified and described in **Exhibit A**, attached hereto and incorporated into this Regulatory Agreement by this reference, and any buildings or improvements now or hereafter situated on such real property.

11. **“QUALIFYING HOUSEHOLD”** means a household in which household income does not exceed the percentage of Area Median Income prescribed for the applicable housing unit by the terms of this Regulatory Agreement.

12. **“QUALIFYING RENT”** means the maximum monthly rent allowed under **Exhibit B** “adjusted for family size appropriate to the unit” (as such term is defined by California Health and Safety Code Sections 50052.5 and 50053) including a reasonable allowance for tenant-paid utilities (also known as Utility Allowance). During the period a regulatory agreement governing the allocation and award of any federal tax credits is in effect, Qualifying Rent may be determined in accordance with such regulatory agreement and 26 U.S.C., Section 42, for initial and ongoing occupancy of tenants.

13. **“REGULATED UNITS”** means \_\_\_\_\_ ( ) rental dwelling units of the \_\_\_\_\_ ( ) rental dwelling units on the Property constructed for the Project that shall be rented at rents that are affordable to \_\_\_\_\_ income households and having the following composition: \_\_\_\_\_ ( ) \_\_\_\_\_ (1) bedroom units, \_\_\_\_\_ ( ) two (2) bedroom units, and \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) bedroom units.

### **DEVELOPER’S OBLIGATIONS**

14. **COMPLIANCE WITH LOAN DOCUMENTS.** DEVELOPER’s actions with respect to the Property and the use of Loan funds shall at all times be in full conformity with the requirements of the Loan Documents.

15. **TERM OF AGREEMENT.** This Regulatory Agreement shall commence upon the Effective Date and shall remain in full force for the longest feasible time but at least a period of fifty-five (55) years from the date of recordation of the Certificate of Completion. The obligations in this Regulatory Agreement shall remain effective and fully binding on DEVELOPER in perpetuity regardless of any expiration of the term of any loan, any payment, or prepayment of any loan, any assignment of a note, any reconveyance of a deed of trust, or any sale, assignment, transfer, or conveyance of the Property (other than certain transfers by foreclosure, deed in lieu of foreclosure, exercise of the power of sale or other similar transfer), unless terminated earlier by the CITY in a recorded writing.

### **PROJECT OCCUPANCY AND RENTS**

16. **OCCUPANCY OF PROJECT.** DEVELOPER shall limit, for the full term of this Regulatory Agreement identified in paragraph 15, above, the rental of Regulated Units to Qualifying Households according to the schedule contained in **Exhibit B** herein, which is hereby incorporated by reference into this Regulatory Agreement. The income levels and other qualifications of applicants shall be certified prior to initial occupancy in conformance with the Final Management Plan identified in paragraph 25, below, and the City of Roseville’s rules governing income certification, as these rules may be amended from time to time by California law or as required in order to comply with California law. Specifically, DEVELOPER covenants and agrees that for the full term of this Regulatory Agreement it shall reserve for occupancy: (i) \_\_\_\_\_ ( ) one-bedroom, \_\_\_\_\_ ( ) two-bedroom, and \_\_\_\_\_ ( ) three-bedroom Regulated Units for households whose income does not exceed thirty percent ( \_\_\_ %) of AMI; and ( iv ) \_\_\_\_\_ ( ) two-bedroom, and \_\_\_\_\_ ( ) three-bedroom Regulated Units for households whose income does not exceed sixty percent ( \_\_\_ %) of AMI. The remaining one (1) unregulated unit shall be a two bedroom unit reserved for use by on-site Project management staff.

Preference shall be given to prospective tenants who are elderly, disabled, veterans (persons who served in the active military, naval, or air service and who were discharged or released from such service under conditions other than dishonorable), and persons who are residents and/or who are employed within the City of Roseville at the time of rental application.

The Project shall be owned, managed and operated as a single, multi-family residential rental project, which may be comprised of several buildings and structures, each consisting of more than one residential dwelling unit, together with facilities functionally related and subordinate thereto, in accordance with the applicable provisions of the Internal Revenue Code and applicable California law, as the same may be amended from time to time. All of the residential dwelling units in the Project will be similarly constructed and shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family, including sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink. None of the residential dwelling units shall be utilized, at any time, on a transient basis. Neither the Project, nor any portion thereof, shall ever be used as a hotel, motel, hostel, vacation rental, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park, or court. DEVELOPER shall further ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, life skills training, social and recreational programs, educational, health and nutritional programs, and computer training.

17. **PROJECT RENTS.** Rents for Regulated Units shall be limited to Qualifying Rents as set forth in **Exhibit B** as the same may be revised from time to time in accordance with this Regulatory Agreement and applicable federal or state laws and regulations. Rent shall be no greater than considered “affordable rent” for the applicable household pursuant to Sections 50052.5 and 50053 of the California Health and Safety Code, as amended, or any successor statute thereto, including the use of a CITY-approved utility allowance. Nothing in this Regulatory Agreement shall prevent DEVELOPER from charging lower rents.

18. **SECURITY DEPOSITS.** Any security deposits collected by DEVELOPER or DEVELOPER’s agent shall be kept separate and apart from all other funds in a trust account with a depository insured by the Federal Deposit Insurance Corporation or other comparable federal deposit insurance program and shall be held and disbursed in accordance with California law. The balance in the trust account shall at all times equal or exceed the aggregate of all outstanding obligations, plus accrued interest thereon.

19. **RENTAL INCREASES FOR EXISTING TENANTS ON THE PROPERTY.** Irrespective of when income limits are published under applicable tax credit law, rents for Regulated Units may be adjusted no more frequently than: (a) after the initial twelve (12) months following the date of initial occupancy or (b) every twelve (12) months following the last permissible date of recorded rental adjustment. Additionally, in no event shall the amount of annual rent increase result in a total rent amount that is in excess of that allowed by the Tax Credit Law. Rents for Regulated Units may be adjusted annually to coincide with the increases in the Annual Adjustment Factors (“AAFs”) as published by the United States Department of Housing and Urban Development (“HUD”) for the West Region.

In the event that HUD terminates publication of the AAFs, rents shall be adjusted annually to coincide with the State Department of Housing and Community Development (“HCD”) State Income Limits, using the limits established for Placer County, adjusted for household size, unit type and affordability. If DEVELOPER does not agree with the adjustment factors provided herein, DEVELOPER may, within fifteen (15) calendar days of notification by the CITY’s Economic Development Director or successor (“the EDD”) of that year’s adjustment, present to the EDD information on which it wishes to base its annual rent adjustment. The EDD

will review this information and decide on which adjustment factor DEVELOPER shall base its annual rent increase. The decision of the EDD shall be final.

20. **CONDOMINIUM CONVERSION PROHIBITED.** DEVELOPER shall not convert Project units, including Regulated Units and/or any unregulated units, to condominium or cooperative ownership or sell condominium or cooperative conversion rights to the Project units, during the term of this Regulatory Agreement.

**21. NONDISCRIMINATION.**

A. DEVELOPER herein covenants by and for itself, its subcontractors, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, nor denial of the benefits of this Regulatory Agreement to, any person or group of persons, on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), genetic information, military or veteran status, familial status, source of income, or political affiliation or belief, nor any unlawful discrimination against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, sex, gender or self-identified gender, gender expression, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave, genetic information, military or veteran status, familial status, source of income, or political affiliation or belief. DEVELOPER shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, DEVELOPER shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, Section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Regulatory Agreement subcontracts to DEVELOPER services or works required of the CITY by the State of California pursuant to agreement between the CITY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a) through (f), set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are expressly incorporated into this Regulatory Agreement by reference and made a part hereof as if set forth in full, and DEVELOPER and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

B. The provisions of paragraph (A) shall further apply to the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Project, and DEVELOPER and any person claiming under or through the DEVELOPER, shall not establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the Project.

C. DEVELOPER shall include the provisions contained in this section in all contracts and subcontracts related to the Project.

D. The requirements in this section shall survive the repayment of the Loan,

and the reconveyance of the Deeds of Trust.

22. **MANAGEMENT RESPONSIBILITIES.** DEVELOPER is specifically responsible, subject to its obligations herein, for all management functions with respect to the Property, including, without limitation, the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The CITY shall have no responsibility over management of the Property. A resident manager or an alternative designated contact shall be required to reside on-site.

23. **INTENTIONALLY DELETED.**

24. **DRAFT AND FINAL MANAGEMENT PLANS.**

A. **DRAFT MANAGEMENT PLAN.** DEVELOPER shall prepare and submit to the CITY a Draft Management Plan for the CITY's review and approval. The Draft Management Plan shall be submitted to the CITY at least one hundred eighty (180) calendar days prior to the anticipated date for completion of construction of the Project. The Draft Management Plan shall contain, but is not limited to, specific statement as to (1) the identity, experience and duties of all employees of the Management Agency who intend to manage the Project; (2) marketing policies and strategies; (3) tenancy occupancy rules and regulations; (4) rental procedures and tenant income limitation; (5) eviction procedures; (6) operating policies and guidelines; (7) reserve account policies; (8) maintenance and capital improvement policies; (9) shall provide as an exhibit thereto a sample form of lease agreement; and (10) any provisions required by the DDA. Upon transfer of OWNER/ DEVELOPER's interest in the Project, the party to whom the Project is transferred shall, as a condition of such transfer, provide the CITY with a copy of such party's Management Plan for the Project, which plan shall provide statements as called for herein.

B. **CITY REVIEW OF DRAFT MANAGEMENT PLAN.** Upon submittal of the Draft Management Plan by DEVELOPER to the CITY, the CITY shall review the Draft Management Plan and provide written comments to DEVELOPER within ninety (90) calendar days or as soon thereafter as is practicable.

C. **FINAL MANAGEMENT PLAN.** Prior to issuance of any Certificate of Occupancy for the Project, DEVELOPER shall submit a Final Management Plan to the CITY for its review and final approval no later than thirty (30) calendar days prior to the anticipated date for completion of construction of the Project.

Notwithstanding the foregoing, the CITY shall have the right to review and approve any proposed amendments to DEVELOPER's contract with its management firm, or any new management contracts, during the term of this Regulatory Agreement; provided, however, that the CITY's approval shall not be required for a renewal of the initial management contract.

25. **MANAGEMENT AGENCY.** The Project shall at all times be managed by an experienced Management Agency reasonably acceptable to the CITY, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe and sanitary housing. The City shall have the right to require a change in the Management Agency or the on-site manager for reasonable cause at any time during the term of this Regulatory Agreement, subject to the prior written consent of any senior lenders and the tax credit investor. During the monitoring as described in paragraph 31, the CITY will assess the Management Agency's ability to operate the Project in a decent, safe and sanitary manner. Calls for police

and fire services at a significantly greater number or with a significantly greater frequency of serious calls and frequent fair housing complaints by tenants or applicants may be among criteria considered by the CITY in determining whether any management change shall be required.

DEVELOPER shall submit for the CITY's approval the identity of any proposed Management Agency. DEVELOPER shall also submit such additional information about the background, experience, and financial condition of any proposed Management Agency as is reasonably necessary for the CITY to determine whether the proposed Management Agency meets the standards for a qualified Management Agency set forth above.

If the proposed Management Agency meets the standards for a qualified Management Agency set forth above, the CITY shall approve the proposed Management Agency by notifying OWNER/DEVELOPER in writing. Unless the proposed Management Agency is disapproved by the CITY within thirty (30) calendar days of said submission of identity and qualifications of proposed Management Agency, which disapproval shall state reasonable specificity the basis for disapproval, it shall be deemed approved. The CITY hereby approves of the use of \_\_\_\_\_, a \_\_\_\_\_, engaged in the provision of multi-family residential and commercial property management services, as the designated initial Management Agency for the Project.

**26. DISMISSAL OF MANAGEMENT AGENCY.** Within fifteen (15) calendar days from DEVELOPER's receipt of any recommendation by CITY staff to dismiss the Management Agency, DEVELOPER shall either dismiss the Management Agency or request a meeting with CITY staff representatives to discuss further. If an agreement cannot be reached with CITY staff representatives, DEVELOPER may request a public meeting to discuss the CITY recommendation. If, after conducting a requested public meeting, the CITY Council supports said recommendation of CITY staff, DEVELOPER shall promptly dismiss the Management Agency and shall appoint as the new Management Agency a person or entity which meets the standards for Management Agency and is approved by the CITY as set forth in paragraph 26.

**27. MAINTENANCE AND SECURITY.** DEVELOPER shall at its own cost and expense maintain the Property in good condition, in good repair, and in decent, safe, sanitary, habitable, and tenantable living condition for the benefit of Project occupants. DEVELOPER shall not commit or permit any waste on or to the Property, and shall prevent and/or rectify any physical deterioration of the Property. DEVELOPER shall provide adequate security equipment for the safety of Project occupants and to minimize the need for public safety calls. DEVELOPER shall maintain the Property in conformance with all applicable state, federal, and local laws, ordinances, codes, and regulations and the Management Plan; but DEVELOPER's maintenance obligations shall not be limited only to the standards contained in these laws or the Management Plan.

In the event the DEVELOPER fails to maintain the Property in accordance with the foregoing standards, and after at least seven (7) calendar days' prior written notice to DEVELOPER and the Senior Lenders, the CITY or its agent may, but shall be under no obligation to, enter upon the Property, make such repairs or replacements as are deemed necessary in the CITY's reasonable discretion (with the prior written consent of the Senior Lenders), and provide for payment thereof. Any amount advanced by the CITY to make such repairs, together with interest thereon from the date of such advance at the same rate of interest as specified in the Notes for the Project (unless payment of such an interest rate would be contrary to applicable law, in which case interest shall accrue at the highest rate then allowed by

applicable law), shall become an additional obligation of DEVELOPER to the CITY, and shall be secured by the Deeds of Trust.

28. **UNIT VACANCIES.** DEVELOPER shall use its best efforts to fill vacancies in Regulated Units as quickly as possible.

29. **INSPECTIONS AND RECORDS.** DEVELOPER shall maintain complete, accurate and current records which clearly document DEVELOPER's performance of its obligations to operate the Property and the Project under the terms of this Regulatory Agreement. DEVELOPER shall submit any records reasonably requested by the CITY in connection with the Project to the CITY within ten (10) business days of the CITY's request. DEVELOPER shall also permit the CITY or its duly authorized representatives to enter and inspect the Property and the Project for compliance with obligations under this Regulatory Agreement upon seventy-two (72) hours advance notice of such visit by the CITY to DEVELOPER or DEVELOPER's Management Agency and to tenants of any inspected Project units, subject to the provisions of the leases regarding inspection and entry rights, which provisions must otherwise be consistent with state law.

All tenant lists, applications and waiting lists relating to the Regulated Units shall at all times be kept separate and identifiable from any other business of the DEVELOPER and shall be maintained as required by the CITY, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the CITY. DEVELOPER shall retain copies of all materials obtained or produced with respect to occupancy of the Regulated Units for a period of at least five (5) years.

The CITY shall also have the right to perform on-site inspections of the Project, including the Regulated Units, as is reasonably required to ensure compliance with the Loan Documents, but in any case at least once per year. DEVELOPER agrees to cooperate in such inspection(s). If the CITY desires to inspect the interior of the Regulated Units, the CITY shall give DEVELOPER sufficient notice to allow DEVELOPER to give seventy-two (72) hours' notice to tenants.

30. **ANNUAL REPORTS.** DEVELOPER shall provide any information reasonably requested by the CITY in connection with the Project. In particular, DEVELOPER shall provide the CITY with annual reports required by the Regulatory Agreement, including but not limited to reports regarding the Project's rent and occupancy levels, as well as the annual operating budget. Without limitation, DEVELOPER shall provide the CITY no later than the ninetieth (90<sup>th</sup>) day after the close of each calendar year following the date of this Regulatory Agreement, hardcopies and PDF copies of the following documents:

- A. Insurance certificates detailing all coverage required under the Deeds of Trust.
- B. Evidence of payment of property taxes or property tax exemption for the Project, as applicable.
- C. Audited financial statements for the Project and DEVELOPER.
- D. An occupancy report including: (i) the verified income of each tenant or household; (ii) the number and demographic information of tenants in each household; (iii) the

current rents charged each tenant or household and whether these rents include utilities; (iv) the date tenancy commenced for each Unit; and (v) any additional information required by California Health and Safety Code Section 33418.

E. Certifications of eligibility for all tenants of Regulated Units at the time of initial occupancy and upon the yearly anniversary of their continuing tenancies. Such certification shall include verified income statements on a form provided by the CITY. DEVELOPER shall retain in the tenant's file all verifications of tenant's income (tax returns, W-2 forms, paycheck stubs, etc.).

Within fifteen (15) calendar days after receipt of a written request, DEVELOPER shall provide any other information or completed forms requested by the CITY to ensure compliance with the Loan Documents or this Regulatory Agreement.

If similar reports on some or all of the Regulated Units are required for regulatory compliance with other financing programs, those reports may be deemed satisfactory for the purpose of this section by the CITY, with respect to the portion of the requirements of this section covered by such reports, provided that copies are provided on an annual basis to the CITY with an owner certification addressed to the CITY certifying that the DEVELOPER has complied with this Regulatory Agreement.

31. **MONITORING/NON-COMPLIANCE/CURE.** DEVELOPER's compliance with the provisions of this Regulatory Agreement shall be reviewed at least annually, and at such other times as the CITY may require, upon thirty (30) calendar days prior written notice from the CITY. During any such review, DEVELOPER shall bear the burden of proof to demonstrate good faith compliance with the terms of this Regulatory Agreement. If, as a result of such review, the CITY finds and determines that DEVELOPER has not complied in good faith with the terms and conditions of this Regulatory Agreement, the CITY shall give written notice to DEVELOPER of its findings and of the exact nature of DEVELOPER's non-compliance. DEVELOPER shall be given a period of sixty (60) calendar days after delivery of any such notice in which to cure, to the reasonable satisfaction of the CITY, any non-compliance; provided that, if the non-compliance cannot be cured within sixty (60) calendar days, DEVELOPER shall not be in breach so long as DEVELOPER is diligently undertaking to cure such non-compliance. In the event the CITY fails to give DEVELOPER notice of any non-compliance at or before the annual review, DEVELOPER shall not be held responsible for any failure to comply with the terms and conditions of this Regulatory Agreement during the year covered by the annual review.

32. **CITY REMEDIES FOR BREACH.** If DEVELOPER is unable or otherwise fails to cure any non-compliance within sixty (60) calendar days (or longer as provided herein) after the CITY delivers notice of non-compliance pursuant to paragraph 32, the CITY may, in addition to any other remedy provided by law or equity, modify or terminate this Regulatory Agreement, revoke the Project approval, or take any other action available to it under this Regulatory Agreement.

In particular, and without limitation by reason of enumeration, DEVELOPER acknowledges and agrees that failure to cure any non-compliance under this Regulatory Agreement, whether by DEVELOPER or any successor, shall, at the option of the CITY, constitute a breach and default under this Regulatory Agreement as to all other property within the Project. In addition, and without limitation by reason of enumeration, OWNER/DEVELOPER

acknowledges and agrees that the CITY shall have the right to withhold issuance of all building permits within the Project until such breach is cured.

Any partners of DEVELOPER shall have the right to cure any default. The CITY agrees that any cure of a default by any partners of DEVELOPER shall be deemed to be a cure by DEVELOPER, and shall be accepted or rejected on the same basis as if made or tendered by DEVELOPER.

In the event of any breach/default or violation of any agreement, obligation, or warranty under this Regulatory Agreement, the CITY shall give written notice to DEVELOPER, with copies to the Senior Lenders, specifying: (a) the nature of the breach or violation; (b) the action required to cure the breach or violation; and (c) a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such action to cure must be taken. If DEVELOPER fails to cure the breach or violation within the timeframe specified in the notice, the CITY additionally has the right, at its sole election, to:

- A. Declare a default under the Notes, accelerate the indebtedness evidenced by the Notes, and with respect to the Loan, proceed with foreclosure under the Deeds of Trust;
- B. Bring an action for equitable relief seeking the specific performance by DEVELOPER of the terms and conditions of this Regulatory Agreement, and/or enjoining, abating, or preventing any violation of said terms and conditions, and/or seeking declaratory relief;
- C. Enter upon, take possession of, and manage the Property and the Project, either in person, by agent, or by a receiver appointed by a court, and collect any rents, income, deposits, or reserves and apply them to operate the Property and the Project, and continue in possession until such time as the CITY in its sole judgment determines that DEVELOPER is in a position to operate the Property and the Project in compliance with this Regulatory Agreement;
- D. After notice provided for herein, make such repairs or replacements to the Property as are necessary and provide for payment thereof;
- E. Declare an event of default under the Loan Documents and pursue the remedies described therein; and/or
- F. Pursue any other remedy allowed at law or in equity.

The CITY's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by the CITY of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by the CITY of any or all other rights or remedies provided for in this Regulatory Agreement or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

33. **FEES, TAXES, AND OTHER LEVIES.** DEVELOPER shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property and the Project, and shall pay such charges prior to delinquency in order to prevent any penalty from accruing or any lien or charge from attaching to the Property or the Project. However, DEVELOPER shall not be required to pay any such charge so long as (a) the legality thereof is being contested in good faith and by appropriate proceedings; and (b) DEVELOPER maintains reserves adequate to pay any contested liabilities. In the event DEVELOPER exercises its right to contest any tax, assessment, or charge against it, DEVELOPER, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

34. **INSURANCE COVERAGE.** DEVELOPER shall cause to have in full force and effect during the term of this Regulatory Agreement continuous insurance coverage as required by the DDA.

35. **PROPERTY DAMAGE OR DESTRUCTION.** Subject to the requirements of Senior Lenders, and if economically feasible in the CITY's reasonable judgment after consultation with the DEVELOPER, if any improvement now or in the future on the Property is damaged or destroyed, then the DEVELOPER shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications for the Development. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the CITY in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then the DEVELOPER shall make up the deficiency. If the DEVELOPER does not make repairs, then any insurance proceeds collected for such damage or destruction shall be promptly delivered to the CITY as a special repayment of the Loan, subject to the rights of the Senior Lenders, if any.

### **GENERAL PROVISIONS**

36. **SUBORDINATION.** Except as expressly set forth herein or in the DDA, this Regulatory Agreement shall not be subordinated in priority to any other interest in the Property that was not recorded on or prior to the date of recordation of this Regulatory Agreement, unless the CITY expressly consents, in writing, to the subordination or junior priority of this Regulatory Agreement. Such consent, if any, shall be within the CITY's sole discretion, and may only be permitted, if at all, for purposes that conform with the circumstances authorized by California Health and Safety Code Section 33334.14(a), and to the extent the proposed subordination does not jeopardize the CITY's security interest in the property and is otherwise consistent and compliant with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan.

37. **TRANSFER AND ENCUMBRANCE OF PROPERTY.** During the term of this Regulatory Agreement, DEVELOPER shall not, except as permitted by the DDA, make or permit any sale, agreement to sell, assignment, conveyance, lease (other than the rental of Project units to eligible residential tenant occupants), or transfer of the Property or any part thereof, including the sale of any general or limited partnership interests, the removal of any

general partner, or any substantial change in operational or management control over the Property (collectively referred to as "Transfers"), without the prior written consent of the CITY. The limitations on DEVELOPER's right of assignment or other transfer contained in this paragraph 38 shall not apply to any foreclosure, deed in lieu of foreclosure, or other remedial action lawfully taken by any Senior Lender holding a security interest in the Property with priority over the CITY's interests; nor shall they apply to: (i) the transfer of limited partner interests in DEVELOPER, (ii) the removal of a general partner or a limited partner pursuant to the terms and conditions of DEVELOPER's organizational document; and/or (iii) transfers to a tax-exempt entity under the direct control of or under common control with DEVELOPER.

The CITY shall give its consent to a Transfer provided that it determines all of the following conditions are met: (a) DEVELOPER is in compliance with this Regulatory Agreement and the Loan Documents, or the Transfer will cure existing violations of this Regulatory Agreement or the Loan Documents; (b) the transferee agrees to assume all obligations of DEVELOPER imposed by this Regulatory Agreement and the Loan Documents; (c) the transferee demonstrates to the CITY's satisfaction that it is capable of owning and/or operating the Property and the Project in full compliance with this Regulatory Agreement and the Loan Documents; (d) the terms of the Transfer shall not jeopardize the CITY's security interest in the Property and is otherwise in full compliance with all legal standards, including eligibility requirements and other conditions imposed by funding sources for the Project and any Loan; and (e) the Transfer has been approved by the CITY's governing body, if such approval is required.

During the term of this Regulatory Agreement, DEVELOPER shall not, except as may be contemplated by the DDA, engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the Property and/or the Project (except for any financing provided by the CITY), without the prior written consent of the CITY, which consent may be withheld in the CITY's sole discretion. The CITY may give its consent to such financing if and only to the extent necessary to maintain or improve the affordability or condition of the Property and/or the Project.

**38. NONLIABILITY OF OFFICIALS, EMPLOYEES, AND AGENTS.** No member, official, officer, director, employee, agent, or independent contractor of the CITY shall be personally liable to DEVELOPER or third party beneficiaries for any obligation created under the terms of this Regulatory Agreement.

**39. INDEMNITY AND WAIVER.** Notwithstanding the insurance coverage required herein and to the fullest extent allowed by law, DEVELOPER shall defend, indemnify and save and hold the CITY, its members, officials, officers, directors, employees, agents, and independent contractors (collectively "Indemnitees"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which Indemnitees may incur as a result of (1) DEVELOPER's failure to perform any obligations as and when required by this Regulatory Agreement; (2) any failure of DEVELOPER's representations or warranties to be true and complete in any material respect; or (3) any act or omission by DEVELOPER or any contractor, subcontractor, management agent, or supplier with respect to the Project or the Property, except to the extent that such losses are caused solely by the negligence or willful misconduct of Indemnitees. The duty of the DEVELOPER to indemnify includes the duty to defend Indemnitees in any court action, administrative action, or other proceeding brought by any third party arising from the Project or the Property. DEVELOPER's duty to defend and indemnify Indemnitees shall survive

the term of this Regulatory Agreement, the reconveyance of the Deeds of Trust, and any release of part or all of the Property from the burdens of this Regulatory Agreement. The parties intend that this provision shall be broadly construed.

DEVELOPER hereby waives any claims, suits, or actions against the CITY on account of or arising from the Costa-Hawkins Rental Housing Act, California Civil Code Sections 1954.50 *et seq.* ("CHRHA"). Furthermore, the parties hereby acknowledge and agree that, without limitation, the Loan and any Project entitlements, permits, or approvals have conferred upon the DEVELOPER and/or the Project either a direct financial contribution or other form of assistance pursuant to Section 1954.52(b) of the CHRHA.

40. **GOVERNING LAW AND VENUE.** This Regulatory Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law. Any action arising out of this Regulatory Agreement shall be brought in Placer County, California, regardless of where else venue may lie.

41. **CONFLICTS.** In the event of any conflict among the Loan Documents, the most restrictive requirements shall apply. In addition, the Project may be subject to the terms of other governmental subsidy programs. This Regulatory Agreement and the agreements entered into by DEVELOPER pursuant to these subsidy programs independently regulate the Regulated Units in the Project. If any provision of another regulatory agreement is found in conflict or in contradiction with the terms of this Regulatory Agreement in relation to the Regulated Units, the most restrictive requirement, providing the greatest affordability to the most tenants for the longest term, shall apply to those Regulated Units, except as otherwise specified.

42. **ATTORNEYS' FEES AND COSTS.** In the event that a legal or administrative action is brought to interpret or enforce the terms of this Regulatory Agreement, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees.

43. **TIME.** Time is of the essence in this Regulatory Agreement.

44. **CONSENTS AND APPROVALS.** Except as otherwise expressly provided in this Regulatory Agreement, any consent or approval required under the Regulatory Agreement shall not be unreasonably withheld or delayed.

45. **NOTICES, DEMANDS, AND COMMUNICATIONS.** Formal notices, demands, and communications between DEVELOPER and the CITY shall be given by registered or certified mail, return receipt requested, postage prepaid or delivered personally, to DEVELOPER and the CITY as follows, or at such other address as a party may designate by written notice to the other party:

CITY OF ROSEVILLE

DEVELOPER

Economic Development Director  
City of Roseville  
311 Vernon Street

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

46. **BINDING UPON SUCCESSORS.** All provisions of this Regulatory Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of DEVELOPER and the CITY, and shall run with the land for the full term of this Regulatory Agreement, regardless of any assignment, payment, prepayment, expiration, extinguishment of the Loan or Notes, any reconveyance of the Deeds of Trust, or any conveyance or transfer of the Property. Any successor in interest to DEVELOPER and any purchaser or transferee of the Property shall be subject to all of the duties and obligations imposed on DEVELOPER under this Regulatory Agreement for the full term of this Regulatory Agreement. The term "DEVELOPER" as used in this Regulatory Agreement shall include all such assigns, successors-in-interest, and transferees.

47. **RELATIONSHIP OF PARTIES.** The relationship of DEVELOPER and the CITY for this Project during the term of this Regulatory Agreement shall not be construed as a joint venture, equity venture, or partnership. The CITY neither undertakes nor assumes any responsibility or duty to DEVELOPER or to any third party with respect to the operation of the Property or the actions of DEVELOPER. Except as the CITY may specify in writing, DEVELOPER shall have no authority to act as an agent of the CITY or to bind the CITY to any obligation.

48. **WAIVER.** Any waiver by the CITY of any obligation in this Regulatory Agreement must be in writing. No waiver shall be implied from any delay or failure by the CITY to take action on any breach or default of DEVELOPER or to pursue any remedy allowed under this Regulatory Agreement or applicable law. Any extension of time granted to DEVELOPER to perform any obligation under this Regulatory Agreement shall not operate as a waiver or release from any of its obligations under this Regulatory Agreement. Consent by the CITY to any act or omission by DEVELOPER shall not be construed as the consent to any other or subsequent act or omission or to waive the requirement for the CITY's written consent to future waivers.

49. **OTHER AGREEMENTS.** DEVELOPER represents that it has not entered into any agreements that would restrict or compromise its ability to comply with the terms of this Regulatory Agreement. DEVELOPER shall not enter into any agreements that are inconsistent with the terms of this Regulatory Agreement without an express written waiver by the CITY.

50. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Regulatory Agreement must be in writing, and shall be effective only if executed by both DEVELOPER and the CITY, following receipt of all required approvals, and only with the consent of the Senior Lenders.

51. **SEVERABILITY.** Every provision of this Regulatory Agreement is intended to be severable. If any provision of this Regulatory Agreement is held invalid, illegal, or

unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

### **SPECIAL PROVISIONS**

52. **ADMINISTRATIVE FEE.** In the event of DEVELOPER's breach or violation of any agreement, obligation or warranty under the Regulatory Agreement that is uncured within the cure periods provided herein, or in the event the Property is transferred in violation of paragraph 38 of this Regulatory Agreement, DEVELOPER shall pay annually, not later than April 15 of each year, a \$10,000 fee ("Administrative Fee"). The CITY shall provide the DEVELOPER with notice and the right to cure, as set forth in above paragraph 32, any event which the CITY believes give rise to an obligation to pay the Administrative Fee. Such fee shall remain in effect during any period of breach or violation. The payment of such Administrative Fee shall be in addition to, and not to the exclusion of, the CITY's other remedies contemplated in paragraph 33 of this Regulatory Agreement; provided however that this provision shall be subject to the nonrecourse provisions set forth in the Notes.

53. **REFINANCING/RESYNDICATION REVIEW FEE.** In the event that the Property and/or the Project is a tax credit project and is refinanced or resyndicated during the term of this Regulatory Agreement, DEVELOPER shall provide the CITY a prepayment in amount to be determined by the CITY, upon request by DEVELOPER, for CITY's staff actual and documented costs in reviewing any refinancing or resyndication documentation submitted to the CITY for the CITY's review and approval. Such prepayment shall be submitted by DEVELOPER prior to the CITY commencing any review and shall not exceed five thousand dollars (\$5,000.00). DEVELOPER shall not be entitled to receive a refund of any such fee in the event that DEVELOPER fails to complete such refinancing or resyndication.

54. **TENANT MONITORING FEE.** Commencing one (1) year after the date of the final Certificate of Occupancy for the Project and annually thereafter, DEVELOPER shall pay to the CITY, not later than March 31 of each year, a tenant monitoring fee equal to FORTY DOLLARS (\$40) for each occupied, rent restricted, apartment unit within the Project. A penalty of ten percent (10%) per month shall be assessed against any fee not paid when due.

55. **PARTICIPATION IN HOUSING CHOICE VOUCHER PROGRAM.** DEVELOPER agrees to accept tenants who qualify under the Housing Choice Voucher ("HCV") program administered by the Roseville Housing Authority (the "Authority") or its successor.

56. **CHECKLIST FOR REGULATED UNITS.** DEVELOPER agrees that each prospective tenant, prior to rental of a Regulated Unit, shall be required to complete forms required by **Exhibit C**, or DEVELOPER's equivalent as approved in writing by the CITY.

[Signatures Next Page]

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Regulatory Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. \_\_\_\_\_, adopted by the Council of the City of Roseville on the \_\_\_ day of \_\_\_\_\_, 2025, and DEVELOPER has caused this Regulatory Agreement to be executed.

CITY OF ROSEVILLE, a municipal corporation: \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_:

BY: \_\_\_\_\_  
DOMINICK CASEY  
City Manager

BY: \_\_\_\_\_  
NAME  
Title

ATTEST:

and

BY: \_\_\_\_\_  
CARMEN AVALOS  
City Clerk

BY: \_\_\_\_\_  
NAME  
Title

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MICHELLE SHEIDENBERGER  
City Attorney

APPROVED AS TO SUBSTANCE:

BY: \_\_\_\_\_  
MELISSA ANGUIANO  
Economic Development Director

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

The land described herein is situated in the State of California, County of Placer, City of Roseville, and is described as follows:

SAMPLE

**EXHIBIT B  
UNIT CONFIGURATION AND INITIAL RENT RESTRICTIONS**

**Maximum Household Income \_\_\_ % AMI**

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

Bedroom size	Number of Units	Gross Rent	Less TCAC approved CUAC*	Allowable Contract Rent
1		\$	\$	\$
2		\$	\$	\$
3		\$	\$	\$

\* California Utility Allowance Calculator (CUAC) is California's energy consumption model for calculating utility allowance estimates. These estimates are approved by California's Tax Credit Allocation Committee (TCAC) and are limited to new construction projects in the design phase.

**EXHIBIT C**

**CHECKLIST FOR AFFORDABLE RENTAL UNITS**

The following documentation must be present in the Tenant's file (in a form approved by the Housing Manager) for an "affordable renter."

- \_\_\_ Certification of Affordable Rental Unit Eligibility
- \_\_\_ Calculation of Tenant Eligibility Form
- \_\_\_ Record of Rental Increases
- \_\_\_ Written, third party verification of all income sources, including:
  - \_\_\_ Employment
  - \_\_\_ Self-employment (tax return and profit & loss statement for current year)
  - \_\_\_ Unemployment
  - \_\_\_ AFDC (Welfare) Benefits
  - \_\_\_ Child Support
  - \_\_\_ Alimony
  - \_\_\_ Social Security Benefits
  - \_\_\_ Supplemental Security Income (SSK)
  - \_\_\_ VA or Military Benefits
  - \_\_\_ Pensions and/or Annuities
  - \_\_\_ Retirement Funds
  - \_\_\_ Savings Accounts (Interest Income)
  - \_\_\_ Checking Accounts
  - \_\_\_ Government Grants
  - \_\_\_ Trust Funds
  - \_\_\_ Stocks & Bonds (Cash Value)
  - \_\_\_ Life Insurance (Cash Value)

Name \_\_\_\_\_

Complex

\_\_\_\_\_

Title \_\_\_\_\_

Date

\_\_\_\_\_

SAMPLE



**CERTIFICATION OF AFFORDABLE RENTAL UNIT ELIGIBILITY (CONT.)**  
**INCOME COMPUTATION**

- 6) The total anticipated income calculated in accordance with this paragraph 6, of all persons (except children under the age of 18 years) listed above for the 12-month period beginning the date that I/we plan to move into a unit is \$\_\_\_\_\_.

Included in the total anticipated income listed above are:

- a. All wages and salaries, overtime pay, commissions, fees and other compensation for personal services, before payroll deductions.

Excluded from such anticipated income are:

- a. Casual, sporadic or irregular gifts;
- b. Amounts which are specifically for or in reimbursement of medical expenses;
- c. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses;
- d. Amounts of educational scholarships paid directly to the student or the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. Any amounts of such scholarships or payments to veterans not used for the above purposes are to be included in income;
- e. Hazardous duty pay to a family member in the Armed Forces who is away from home and exposed to hostile fire;
- f. Relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- g. Foster child care payments;
- h. The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1977.

- 7) This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit; and I/we declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

- 8) I/We will assist the Owner in obtaining any information or documents required to verify the statement made herein, including either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding calendar year.

Applicant

[All persons listed in number 2 above, except children under the age of 18 must sign this form]

SAMPLE

—

**CALCULATION OF TENANT ELIGIBILITY FORM**

(FORM COMPLETION BY APARTMENT OWNER OR AGENT)

NAME: \_\_\_\_\_ UNIT # \_\_\_\_\_

<b><u>SOURCE</u></b>	<b><u>MONTHLY</u></b>	<b><u>ANNUAL</u></b>
Social Security	\$ _____	\$ _____
Social Security	\$ _____	\$ _____
Civil Service	\$ _____	\$ _____
Pension _____	\$ _____	Interest _____
	\$ _____	Wages _____
_____	\$ _____	Tips _____
_____	\$ _____	Wages _____
_____	\$ _____	Tips _____
_____	\$ _____	
Child Support	\$ _____	\$ _____
Welfare	\$ _____	\$ _____
Stocks/Bonds	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____
<b>TOTAL INCOME</b>	<b>\$ _____</b>	<b>\$ _____</b>
	Monthly base rent	\$ _____
	Move-in date	_____

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



**AFFORDABLE TENANT  
RECORD OF RENTAL INCREASES (For Tax Credit Projects Only)**

(FOR COMPLETION BY APARTMENT DEVELOPER OR AGENT)

NAME: \_\_\_\_\_ APT. # \_\_\_\_\_

=====

SAMPLE

ACKNOWLEDGMENTS

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

ACKNOWLEDGMENTS

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*(here insert name and title of the officer)*

personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

SAMPLE

## Attachment B

### PROPOSER'S CERTIFICATION

I have carefully examined the Notice of Funding Availability (NOFA) and any other documents accompanying or made a part of this NOFA. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing, and able to perform if awarded the funding.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same funding that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this NOFA; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF APPLICANT ENTITY

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
EIN

\_\_\_\_\_  
STATE OF INCORPORATION

Type of Organization:

\_\_\_\_ Sole Proprietorship \_\_\_\_ Corporation \_\_\_\_ Non-Profit Organization

\_\_\_\_ Partnership \_\_\_\_ Limited Liability Company

**Attachment C**  
Commercial Corridors Maps

SAMPLE



