

GRANT NO. 22-HFC-002

**GRANT AGREEMENT FOR PROPERTY ACQUISITION, CONVERSION, AND
DEVELOPMENT FOR LOW-INCOME HOUSING BETWEEN THE CITY OF OLYMPIA, A
WASHINGTON MUNICIPAL CORPORATION, AND HOMES FIRST, A WASHINGTON
NONPROFIT CORPORATION**

THIS GRANT AGREEMENT ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter the "City" or "Grantor"), and HOMES FIRST, a Washington nonprofit corporation organized under the laws of the State of Washington (hereinafter "HOMES FIRST" or "Grantee"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, RCW 82.14.530 authorizes cities to submit a proposition to the voters authorizing a sales and use tax increase of not more than one-tenth of one percent, provided that the City's proceeds from said increase shall be used to construct affordable and supportive housing and for housing-related purposes, including mental and behavioral health-related facilities, and for costs for operations, maintenance, delivery, and evaluation of mental health programs and services, or housing-related services, all as permitted by state law; and

WHEREAS, in February 2018, Olympia voters approved City of Olympia Proposition No. 1, authorizing an additional sales and use tax pursuant to RCW 82.14.530 for housing and related services at a rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax; and

WHEREAS, on March 6, 2018, the Olympia City Council enacted Ordinance No. 7127, which provided that the additional sales and use tax receipts provided by RCW 82.14.530 shall be used for low-income housing and housing-related services, including mental and behavioral health programs and facilities as required by RCW 82.14.530 and that a minimum of sixty percent (60%) of the monies collected under RCW 82.14.530 shall be used for the housing and housing-related purposes as defined in RCW 82.14.530(2)(a)(i), (ii), and (iii), and the remainder of the monies collected shall be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services as required by RCW 82.14.530(2)(c); and

WHEREAS, in 2019, the Olympia City Council adopted and approved a Home Fund Charter for the purpose of creating the charter Home Fund Advisory Board to ensure that the expenditures of the Olympia Home Fund dollars and other resources are invested based upon the priorities and commitments made by the City to voters and that the initial Home Fund Advisory Board would consist of a broad-based group of residents, and affected partners who could advise the City Council on how best to invest limited housing and related social service dollars to meet the most urgent community needs as permitted by relevant statutes and ordinances; and

WHEREAS, the Olympia City Council created the Home Fund Advisory Board for the purpose of creating a broad-based group of Olympia residents and affected partners to advise the Olympia City Council on

how best to invest limited housing and related social service dollars to meet the most urgent community needs for low-income housing and shelter facilities for those persons experiencing homelessness; and

WHEREAS, on January 25, 2022, HOMES FIRST, submitted an application to the City of Olympia's Home Fund Advisory Board requesting funds for property acquisition, conversion, and development, of low-income housing (the "Application"); and

WHEREAS, on February 9, 2022, the Olympia Home Fund Advisory Board considered and approved HOMES FIRST's Application and submitted the Board's recommendation to the Olympia City Council for consideration; and

WHEREAS, on March 1, 2022, the Olympia City Council conditionally approved the Home Fund Advisory Board's recommendation to provide funding to HOMES FIRST in the sum of \$410,714.00 to acquire real property, develop, and convert properties for affordable low-income housing in Thurston County, Washington, said award being conditional and not a guarantee of funds, subject to conditions as set forth in a letter to HOMES FIRST dated March 2, 2022, and requiring the Parties to enter into a contract with certain terms and conditions; and

WHEREAS, the City and HOMES FIRST must agree that real property acquired, converted, or developed by HOMES FIRST in Thurston County, Washington, using City grant funds for affordable low-income housing, shall be subject to restrictive covenants limiting use of such acquired property in perpetuity for low-income affordable housing for the population groups as set forth in RCW 82.14.530, as now or hereafter amended by law; and

WHEREAS, the City and HOMES FIRST desire to enter into this Grant Agreement setting forth the terms upon which the City will grant to HOMES FIRST Four Hundred Ten Thousand Seven Hundred Fourteen Dollars and No Cents (\$410,714.00) for purposes of property acquisition, development and conversion of affordable low-income housing units by Grantee;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GENERAL PROVISIONS

1.1 Grant Number. The number assigned to this Grant Agreement is 22-HFC-002 This Grant Number shall appear on all invoices, addendums, modifications, or correspondence relating to this Agreement.

1.2 Grant Purpose. The general purpose of this Grant Agreement between the Parties is to provide funding to HOMES FIRST for property acquisition, conversion, and development, of affordable low-income housing units which will serve homeless persons earning up to 30% AMI. The City shall provide HOMES FIRST grant funding of \$410,714.00 for property acquisition, conversion, and development, of affordable low-income housing (EXHIBIT A). Funding is provided pursuant to the statutory requirements of RCW 82.14.530.

1.3 Exhibits. The Exhibits attached to this Grant Agreement are listed below and are hereby incorporated into and made a part of this Grant Agreement.

- EXHIBIT A Scope of Work
- EXHIBIT B Conditional Award Letter

- EXHIBIT C Application for Award Funding
- EXHIBIT D Budget
- EXHIBIT E Progress Report
- EXHIBIT F Invoice/Reimbursement Request Form
- EXHIBIT G Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT H Equal Benefits Compliance Declaration
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K City Home Fund Form of Restrictive Covenant

II. SPECIAL TERMS AND CONDITIONS

2.1 Definitions. As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- a. “Authorized Representative” shall mean either the City Manager or the City Manager’s designee, the Grantee’s Executive Director, and/or the designee authorized in writing to act on behalf of the Grantee’s Executive Director.
- b. “City” or “Grantor” shall mean the City of Olympia, a Washington municipal corporation.
- c. “Contract Manager” shall mean the representative for each Party who is responsible for and is a Party’s contact person for all communications, notices, and invoices/billings regarding the performance of this Grant Agreement.
- d. “Grant” or “Agreement” or “Grant Agreement” means the entire written agreement between the City of Olympia and the Grantee, Family Support Center of South Sound, including any Exhibits, documents, or materials incorporated by reference as part of this Grant Agreement.
- e. “Grantee” or “Grantees” or “HOMES FIRST” shall mean the entity or entities set forth in this Grant Agreement and who shall acquire or produce low-income housing units or perform service(s) under the terms and conditions of this Grant. If more than one “Grantee” is a recipient under this Grant Agreement, use of the term “Grantee” shall apply to the singular and plural.
- f. “HOMES FIRST” shall mean HOMES FIRST, a grantee, and recipient of funds under this Grant Agreement.
- g. “Party” or “Parties” shall mean either the Grantor, City of Olympia, and the Grantee, HOMES FIRST, or collectively.
- h. “Project” shall mean the acquisition of real property, development, or conversion of housing units in Thurston County, Washington, consisting of affordable low-income housing.
- i. “Property” shall mean real property acquired, developed, or converted to affordable low-income housing in Thurston County, Washington.

j. "Personal or Confidential Information" as used in this Grant Agreement shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers that are protected by federal or state laws.

k. "Restrictive Covenant" shall mean a covenant recorded with the Thurston County Auditor on real property of Grantee that restricts use of the property to providing affordable low-income housing and housing related services for those population groups identified in RCW 82.14.530.

l. "State" shall mean the State of Washington.

m. "Subgrantee/Subcontractor" shall mean one, not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "Subgrantee/Subcontractor" refers to any tier.

n. "Vendor" is an entity that agrees to provide the amount and kind of services requested by the City; provides services under the grant only to those beneficiaries individually determined to be eligible by the City and, provides services on a fee-for-service or per-unit basis.

2.2 Grant Procedures Meeting. Grantee, through its designated accounting personnel, shall meet with the City's Finance Director or designees following the execution of this Grant Agreement. This meeting shall be known as the "Grant in-take meeting." This meeting or follow-up meetings shall be for the purpose of establishing procedures for the submittal of invoices and requests for reimbursements under this Grant. The City's Finance Director or designees shall outline the **required** billing/invoicing format, procedures, and required documentation at the Grant in-take meeting between Grantee and the City.

Attendance at this "Grant in-take meeting" or follow-up meetings is mandatory and shall be held prior to any invoices being processed for reimbursement or payment under this Grant Agreement.

Requests for reimbursement of invoices under this Grant shall be submitted in the format determined by the City. The City will provide Grantee with the "City of Olympia Home Fund Finance Grant Guide" or an internet link to the guide, which shall include form templates for Grantee's reimbursement requests with instructions on preparing same, together with other required forms, including but not limited to a Progress Report (EXHIBIT E) for work performed under this Grant Agreement, and information as to what constitutes acceptable documentation to the City that will support reimbursement of Grantee invoices. Grantee shall provide the City with information as to its fiscal accounting year and the identity and contact information of the Grantee's independent auditor.

2.3 Eligibility Dates for Grant Reimbursements. After this Grant Agreement has been executed by all Parties, invoices submitted for work under this Grant are eligible for reimbursement. However, all invoices must be submitted by HOMES FIRST to the City within six (6) months after expenditure of funds to acquire, convert, or development the properties contemplated by this Grant. If Grantee's invoices are not submitted to the City within the above referenced time period, reimbursement of invoices incurred for work or property acquisition under this Grant may be disallowed by the City in its sole discretion.

2.4 Billing Procedures and Payment. The Grantee shall submit all requests for reimbursement by invoice to the City (EXHIBIT F). Invoices shall be submitted at least quarterly, but not more often than monthly. The invoice shall be submitted to Darian Lightfoot, Housing Programs Manager, P.O. Box 1967, Olympia,

WA 98507. The City will pay Grantee upon acceptance of the services provided and receipt of properly completed invoices. Payment shall be considered timely if made by the City within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the respective Grantee. The City may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant. **No payments in advance shall be made by the City in anticipation of services or supplies to be provided under this Grant.**

2.5 Duplication of Billed Costs. The Grantee shall not bill the City for services performed under this Grant, and the City shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

2.6 Disallowed Costs. The Grantee is responsible for reimbursement to the City of any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

III. ADDITIONAL TERMS AND CONDITIONS

3.1 Compensation. The City shall pay an amount not to exceed \$410,714.00 for the performance of all things necessary for or incidental to the performance of work as set forth in EXHIBIT A - Scope of Work. Grantee's funding shall be based in accordance with EXHIBIT D – Budget and EXHIBIT B – Conditional Award Letter. Transfer of funds between line-item budget categories must be approved by the City. A cumulative amount of these transfers exceeding ten percent (10%) of the total program budget shall be subject to justification and negotiation of an amendment by Grantee and the City. The Grantee agrees to comply with the financial and administrative requirements set forth in statutes, ordinances, and professionally recognized accounting rules.

3.2 Retention, Security, Staff Training, And Data Breaches. The City requires that all information created or collected as a result of this Grant funding be retained, either physically, electronically, or digitally, for not less than seven (7) years. It is expected that Grantee will allow for the cost of the creation of records maintenance plans and systems. If a Grantee collects data whose security is regulated by federal, state, or local law, it is expected that the Grantee will adhere to all relevant laws, rules, and regulations. Grantee is required to train every staff member who may have access to information created or collected under this Grant in proper data security and awareness and the elements of the plan mentioned above.

If the Grantee is made aware of a potential or actual breach of the security of any information created or collected as a result of this funding, the Grantee is to notify the City within forty-eight (48) hours of the suspected or actual breach. The Grantee is responsible for compliance with the appropriate laws, rules, and regulations regarding the reporting of a suspected or actual security breach to the proper agencies and participants.

3.3 Nondiscrimination. During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies, including but not limited to the Americans with Disabilities Act (ADA), which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, government services and telecommunications (EXHIBIT G).

In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled, or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the City. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth in this Grant Agreement.

3.4 Equal Opportunity Employer. In all services, programs or activities, and all Grantee hiring and employment made possible by or resulting from this Grant Agreement, there shall be no unlawful discrimination by Grantee or by Grantee's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Grantee shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state, or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Grant Agreement by the City and, in the case of the Grantee's breach, may result in ineligibility for further City grants.

In the event of Grantee's noncompliance or refusal to comply with the above nondiscrimination plan, this Grant Agreement may be rescinded, canceled, or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with the City. The Grantee shall, however, be given a reasonable time in which to correct this non-compliance.

To assist the City in determining compliance with the foregoing nondiscrimination requirements, Grantee must complete and return to the City the *Statement of Compliance with Nondiscrimination* (EXHIBIT G) and the *Equal Benefits Compliance Declaration* attached as EXHIBIT H.

3.5 Examination of Records. The Grantee authorizes the City and/or its designee and its representatives, access to and the right to examine all Grantee's records, books, paper, or documents related to this Grant within seventy-two (72) hours of the City's request.

3.6 Grant Management and Contract Managers. A representative for each of the Parties shall be responsible for and shall be the contact person for all communications, notices, and billings regarding the performance of this Grant Agreement after it is executed by all Parties. Any notices or invoices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice or invoice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

The Grant Agreement contract managers for the Parties shall be:

GRANTEE:**HOMES FIRST**

Trudy Soucoup, CEO
Homes First
5203 Lacey Blvd. SE, Ste. A
Lacey, WA 98503
360.915.7513
CEO@HomesFirst.org

GRANTOR:**CITY OF OLYMPIA**

Darian Lightfoot, Housing Programs Manager
City of Olympia
PO Box 1967
Olympia WA 98507-1967
360.753.8033
dlightfo@ci.olympia.wa.us

3.7 Grant Modification. Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All modifications shall not be valid unless made in writing and signed by the Parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding. In addition, notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, the City may analyze Grant expenditures as a proportion of the Grant budget. If the City determines, in its sole discretion, that the Grant funding is underutilized, the City, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-obligated by the City as a result of a budget reduction may be made available to other Grantees for the provision of eligible Grant program activities.

3.8 Insurance. The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the City should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/Subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the City of Olympia, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectible insurance. The Grantee shall instruct the insurers to give the City thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

The Grantee shall submit to the City within fifteen (15) calendar days of the Grant start date, a certificate of insurance that outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to the expiration of each policy required under this section. The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

- a. Commercial General Liability Insurance. Provide a certificate of liability insurance with Commercial General Liability coverage written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. The City must be named as additional insured under the Grantee's Commercial General Liability insurance policy and provide additional insured endorsement ISO form CG 20 26 or at least as broad equivalent. The Grantee is responsible for ensuring that any Subgrantee/

Subcontractor provides adequate insurance coverage for the activities arising out of their Grant-related activities.

b. Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

c. Professional Liability, Errors, and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed by or under Grant to the Grantee.

d. Builders Risk Insurance, secured by the Grantee or Grantee's contractor, shall be written in the amount of the completed value of the Project. Builders Risk insurance shall be maintained until substantial completion of the Project.

3.9 Non-Supplanting Certification. No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services or funding. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, or recoupment of monies provided under this Grant.

3.10 Reporting. Grantee will submit reports to the City in the form and format as specified in Paragraph 2.2 above and at intervals specified by the City, for any work under this Grant performed by a Subgrantee(s) or Subcontractor(s) and the portion of Grant funds expended for work performed by a Subgrantee(s) or Subcontractor(s), including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business Subcontractor(s) or Subgrantee(s). "Subcontractor(s)" shall mean Subcontractor(s) of any tier.

3.11 Restrictions and Certifications Regarding Non-Disclosure Agreements And Related Matters. No Grantee or Subgrantee under this Grant, or entity that receives a procurement contract or subcontract with any funds under this Grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, or abuse to an investigative or law enforcement representative of any federal or state department or agency authorized to receive such information. In accepting this award, the Grantee:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict), employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the City, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the City.

- If the Grantee does or is authorized under this Grant to make Subgrantee, procurement contracts, or both:
 - a. It represents that:
 - 1. it has determined that no other entity that the Grantee's application proposes may or will receive Grant funds (whether through a Subgrant, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this Grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the City making this Grant, and will resume (or permit resumption of) such obligation only if expressly authorized to do so by the City.

3.12 Order of Precedence. In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable local, federal, and state of Washington statutes, ordinances, and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Additional Terms and Conditions
- EXHIBIT A Scope of Work
- EXHIBIT B Conditional Award Letter
- EXHIBIT C Application for Award Funding
- EXHIBIT D Budget
- EXHIBIT E Progress Report
- EXHIBIT F Invoice/Reimbursement Request Form
- EXHIBIT G Statement of Compliance with Nondiscrimination Requirement
- EXHIBIT H Equal Benefits Compliance Declaration
- EXHIBIT I Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion
- EXHIBIT J Certification Regarding Lobbying
- EXHIBIT K City Home Fund Form of Restrictive Covenant

3.13 Advance Payments Prohibited. As stated in Paragraph 2.4 of this Grant Agreement, no payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by the City of Olympia.

3.14 All Writings Contained Herein. This Grant Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the Parties hereto unless reduced to writing and signed by all Parties to this Grant Agreement.

3.15 Amendments. This Grant Agreement may be amended by mutual agreement of the Parties and the Partnership. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.16 Assignment. Neither this Grant Agreement nor any claim arising under this Grant shall be transferred or assigned by the Grantee without the prior written consent of the City.

3.17 Audit. The Parties agree that all funding and the expenses reimbursed pursuant to invoices paid pursuant to this Grant Agreement is subject to audit by the State Auditor, the City, and/or the Grantee's independent audit services. The Parties further agree as follows:

a. General Requirements. Grantee shall procure independent audit services based on the following guidelines:

(i) The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantee(s)/Subcontractor(s) also maintain auditable records.

(ii) The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantee(s)/Subcontractor(s).

(iii) The Grantee shall perform an independent audit each fiscal year. An audit report shall be submitted to the City within six (6) months after the end of the Grantee's fiscal year.

b. Right to Recover Disallowed Costs. The City reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

c. Audit Report. Responses to any unresolved financial findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to the City's requests for information or corrective action concerning audit issues within thirty (30) days of the date of the City's request.

d. Documentation Requirements. The Grantee must send a copy of any required audit report no later than nine (9) months after the end of the Grantee's fiscal year by sending a scanned copy of the Audit Report to Owen Thompson, Account Manager, or a hard copy to:

CITY OF OLYMPIA

Owen Thompson - Account Manager

City of Olympia

P.O. Box 1967

Olympia WA 98507

othompso@ci.olympia.wa.us

In addition to sending a copy of the audit report when applicable, the Grantee must also send to the City any corrective action plan for audit findings within three (3) months of the audit report being received by the City.

3.18 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions. Grantee, defined as the primary participant and its principals, certifies by signing this Grant Agreement that to the best of its knowledge and belief the Grantee:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549.
- d. Has not within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for the cause of default.

The Grantee shall keep on file a copy of the documentation to support Grantee's check for debarment, suspension, proposed debarment, declaration of ineligibility or voluntary exclusion in all solicitations for lower tier covered transactions. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify.

The Grantee agrees by signing this Grant Agreement that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the City in writing. The Grantee further agrees by signing this Grant Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

3.19 Confidentiality/Safeguarding of Information. "Confidential or Personal Information" as used in this section includes:

- a. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal or Confidential Information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license

number, and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

b. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential or Personal Information. The Grantee shall use Confidential or Personal Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential or Personal Information to any third party except with the prior written consent of the City or as may be required by law.

c. The Grantee shall take all necessary steps to assure that Confidential or Personal Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential or Personal Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide the City with its policies and procedures on confidentiality. The City may require changes to such policies and procedures as they apply to this Grant whenever the City reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by the City. Upon request, the Grantee shall immediately take steps to protect any Confidential or Personal Information that the City reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

d. The Grantee shall notify the City within three (3) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

3.20 Conflict of Interest. The City may, in its sole discretion by written notice to the Grantee, terminate this Grant if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 RCW, and 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant. Specific restrictions apply to granting with current or former state employees pursuant to Chapter 42.52 of the Revised Code of Washington. If it is determined by the City that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, the City shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the City makes any determination under this section shall be an issue and may be reviewed as provided in the “Disputes” clause of this Grant Agreement.

3.21 Copyright Provisions. Unless otherwise provided, all materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the City. The City shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all materials, including all intellectual property rights, and rights of publicity to the City effective from the moment of creation of such materials. “Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines,

surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register, and the ability to transfer these rights.

For materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to the City a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights and rights of publicity, necessary to grant such a license to the City. The Grantee shall exert all reasonable effort to advise the City, at the time of delivery of materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide the City with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any materials delivered under this Grant. The City shall have the right to modify or remove any restrictive markings placed upon the materials by the Grantee

3.22 Disputes. Except as otherwise provided in this Grant Agreement, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute hearing with Keith Stahley, Assistant City Manager, of the City of Olympia, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- a. be in writing;
- b. state the disputed issues;
- c. state the relative positions of the Parties;
- d. state the Grantee's name, address, and Grant number; and
- e. be mailed to the Contract Manager set forth in Paragraph 3.6 and the other Party's Contract Manager within three (3) working days after the Parties agree that they cannot resolve the dispute.

The responding Party or Parties shall send a written answer to the written request for a dispute hearing to each Party's Contract Manager as set forth in Paragraph 3.6 within five (5) working days. Rich Hoey, Interim Assistant City Manager, shall review the written statements and reply in writing to all Parties within ten (10) working days or may extend this time period if necessary, by notifying the Parties in writing that additional time is necessary to review the Parties written statements. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Grant shall be construed to limit the Parties' choice of a mutually acceptable alternate dispute resolution (ADR) method such as binding arbitration, in addition to the dispute hearing procedure outlined above.

3.23 Governing Law and Venue. This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

3.24 Indemnification. To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the City, its agents, and employees, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any

financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any Subgrantee/Subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the City for any claim arising out of or incident to Grantee's or any Subgrantee's/Subcontractor's performance or failure to perform the Grant.

Grantee's obligation to indemnify, defend, and hold harmless the City shall not be eliminated or reduced by any actual or alleged concurrent negligence of the City or its agents, employees, and officials. The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City, its officers, agents, or employees. This provision of the Grant is and has been voluntarily negotiated between the Parties.

3.25 Independent Capacity of the Grantee. The Parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the City. The Grantee will not hold itself out as or claim to be an officer or employee of the City, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee of the City under law. Conduct and control of the work will be solely with the Grantee.

3.26 Compliance with Laws. Grantee shall comply with and perform the services contemplated by this Grant in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards, and policies, as now existing or hereafter adopted or amended.

3.27 Licensing, Accreditation, and Registration. The Grantee shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant, including but not limited to maintaining a valid license with the Washington Secretary of State as a nonprofit corporation.

3.28 Limitation of Authority. Only the Authorized Representative or the Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by all the Authorized Representatives of the Parties to this Grant Agreement.

3.29 Political Activities. Political activity of Grantee or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. No Grant funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the State's Public Disclosure Commission.

3.30 Publicity. The Grantee agrees not to publish or use any advertising or publicity materials in which the City's name is mentioned, or language used from which the connection with the City's name may reasonably be inferred or implied, without the prior written consent of the City.

3.31 Recapture. In the event that the Grantee fails to perform this Grant in accordance with state or federal laws, municipal ordinances and codes, and/or the provisions of this Grant, the City reserves the right to recapture funds in an amount to compensate the City for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by the City. In the alternative, the City may recapture such funds from payments due under this Grant.

In addition to the recapture remedies provided above, Grantee agrees to execute a form of Restrictive Covenant (EXHIBIT K) in favor of the City of Olympia to be recorded upon Grantee's real property upon which development and/or construction of Grantee's affordable low-income housing units will occur. The Restrictive Covenant shall be recorded with the Thurston County Auditor and shall provide for use of the Grantee's real property for those population groups set forth in RCW 82.14.530, as now or hereafter amended. The Restrictive Covenant shall run with the land and shall bind Grantee's heirs, successors, grantees, or assigns.

3.32 Records Maintenance. The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to recognized professional accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. The Grantee shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the City and its authorized personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Grantee shall disclose to the City the specific location of all records kept by the Grantee for services performed under this Grant Agreement.

3.33 Registration with Department of Revenue. If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

3.34 Right of Inspection. The Grantee shall provide right of access to its facilities to the City, or any of its officers or employees, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

3.35 Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, the City may terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

3.36 Severability. The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

3.37 Subgranting. The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of the City. If the City approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, the City may, in writing: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant. Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant Agreement. The Grantee is responsible to the City if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to the City for any breach in the performance of the Grantee's duties. Every subgrant shall include a term that the City is not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

3.38 Survival. The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive.

3.39 Taxes. All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance, or expenses for the Grantee or its staff, including but not limited to all applicable sales or use taxes, shall be the sole responsibility of the Grantee.

3.40 Termination – Disruption in Funding. The City acknowledges that the funds for this grant are available for the purposes set forth in this Agreement and are subject only to the approval of this Grant Agreement by the action of the Olympia City Council.

3.41 Termination for Cause. In the event, the City determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, the City has the right to suspend or terminate this, Grant. Before suspending or terminating the Grant, the City shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of requests for proposals, mailing, advertising and staff time. The City reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by the City to terminate the Grant. Termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of its control, fault, or negligence.

The rights and remedies of the City provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

The City shall accept a cure tendered by the Partnership or its limited partner on the same terms and conditions as a cure tendered by Grantee.

3.42 Termination Procedures. Upon termination of this Grant, the City in addition to any other rights provided in this Grant Agreement, may require the Grantee to repay all funds disbursed under this Agreement or to seek specific performance.

The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant. After receipt of a notice of termination, and except as otherwise directed by the City's Authorized Representative, the Grantee shall take such action as may be necessary, or as the City's Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee or Partnership and in which the City has or may acquire an interest.

3.43 Waiver. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by an Authorized Representative of the City.

3.44 Attorneys' Fees. In the event either of the Parties defaults on the performance of any term of this Grant Agreement or either Party places the enforcement of this Grant in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

3.45 Assurances. The Grantee affirms that it has the requisite training, skill and experience necessary to provide the services under this Grant and is appropriately accredited and licensed by all applicable agencies and governmental entities.

3.46 Authority. Each individual executing this Agreement on behalf of the City and Grantee represents and warrants that such individuals are duly authorized to execute and deliver this Grant Agreement on behalf of the Grantee or the City.

3.47 Captions. The respective captions of the paragraphs or sections of this Grant Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Grant Agreement.

3.48 Performance. Time is of the essence in the performance of this Grant Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Scope of Work, EXHIBIT A herein, is essential to the Grantee's performance of this Agreement.

3.49 Remedies Cumulative. Any remedies provided for under the terms of this Grant Agreement are not intended to be exclusive but shall be cumulative with all other remedies available to the City at law, in equity, or by statute.

3.50 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature when permitted by law, must be deemed to be an

original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

3.51 Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Grant Agreement, and the Exhibits, if any, are attached. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

3.52 Electronic, Digital, or Scanned Signatures. This Grant Agreement may be executed by electronic, digital, or scanned signature by any Party's Authorized Representative. Such electronic, digital or scanned signature shall be recognized and accepted by all Parties as if such signature were actually signed on the Grant Agreement by the Party's Authorized Representative.

3.53 Ratification. Any work performed prior to the effective date of this Grant Agreement that falls within the Scope of Work, EXHIBIT A, of this Agreement, and is consistent with the Grant's terms, is hereby ratified and confirmed by the Parties, unless specifically rejected in writing by the City.

3.54 Recitals Incorporated by Reference. The Recitals set forth above are hereby incorporated into this Grant Agreement as though fully set forth herein.

3.55 City Business License. Grantee and any subgrantee/subcontractor performing work under this Grant Agreement shall apply for and obtain a City business license. A City business license is a prerequisite to reimbursement of any invoices under this Grant Agreement.

3.56 Effective Date. This Grant Agreement is effective as of the date of the last signature of an Authorized Representative affixed hereto.

IN WITNESS WHEREOF, the Parties, through their respective Authorized Representatives, hereby have caused this Grant Agreement to be executed as of the dates set forth below:

GRANTEE:

HOMES FIRST, a Washington
nonprofit corporation

By: 
Trudy Soucoup, Chief Executive Officer
CEO@HomesFirst.org

Date: 10/10/2022

GRANTOR:

CITY OF OLYMPIA, a Washington municipal
corporation

By: _____
Steven J. Burney, City Manager
jburney@ci.olympia.wa.us

Date: _____

APPROVED AS TO FORM:

By: Mark Barber
Mark Barber, City Attorney

EXHIBIT A

Scope of Work

EXHIBIT A SCOPE OF WORK

This Scope of Work (SOW) is between the City of Olympia (“City”) and Homes First for Grant No. 22-HFC-002 and is as described in the Grantee’s application for grant funding from the City, which was received on or about January 25, 2022, with no unapproved substantive deviations. Requests for changes to this scope of work, or services laid out in Grantee’s application for funding can be made to Darian Lightfoot, Housing Programs Manager, City of Olympia, at dlightfo@ci.olympia.wa.us and as provided in the Grant Agreement.

Effective Date

This SOW is effective, and the funds will be available to Homes First for expenditure on items and activities described herein and in the Grant Agreement following the Effective Date of the Grant Agreement. No reimbursements shall be made for invoices occurring before the Effective Date of the Grant Agreement. Any reimbursements under this Grant shall be submitted to the City no later than as specified in Paragraph 2.3 of the Grant Agreement.

Location of Project

5 homes: TBD – Thurston County
2 DADUs: 4618 31st Ave SE. Lacey WA
5211 22nd Ave. SE Lacey WA

Brief Description of Project

Funding from the Olympia Home Fund will be used to leverage secured and pending funds to acquire five single-family homes in Thurston County and build two detached auxiliary dwelling units (DADUs) on properties Homes First owns in Lacey, WA for a total of 11 new units of affordable housing for households with incomes of less than 30% AMI. One unit will be reserved for a family exiting homelessness, eight units will be reserved for adults with developmental disabilities, with the remaining two units for those individuals or families with incomes of less than 30% AMI.

Estimated Completion Date

December 31, 2023.

Reduce Homelessness for Most Vulnerable

Homes First is a part of Thurston County’s Coordinated Entry system, and organizations can refer people experiencing homelessness to Homes First. Community Youth Services (CYS), the Family Support Center of South Sound (FSCSS), and Partners in Prevention Education (PIPE) are the Coordinated Entry providers for Thurston County. Homes First has established partnerships with CYS and FSCSS and is currently developing a partnership with PIPE. Homes First connects with the

appropriate Coordinate Entry agency in Thurston County to match those experiencing homelessness to Homes First homes when appropriate.

Thurston County does not currently have a Coordinated Entry for the developmentally disabled. A consistent high demand exists for stable, affordable rental housing for those who are developmentally dabbled and have an income of less than 30% AMI. Homes First has chosen to target this population because they have the most difficulties finding and retaining a home they can afford.

Supportive Housing Services

The Homes First Program Services Navigator works with tenants throughout the term of their rental lease to ensure that all Homes First residents receive the support needed to find and retain an affordable home. When additional services are required, Homes First partners with community-based social service agencies with expertise in the field where the service(s) is required. This methodology has been a successful and sustainable way for Homes First to provide permanent supportive housing for 32 years.

Homes First has also partnered with UniteUs to have access to an established referral network for incoming tenants to the private market and services agencies. The Homes First Program Services Navigator uses this service to connect tenants with the support needed to successfully remain in housing or to successfully transition to private market housing; i.e., non-permanent supportive housing.

Other Duties and Responsibilities

Homes First shall prepare all invoices that document expenses incurred for acquisition, conversion, and development of the Homes First projects and submit same to the City as provided in the Grant Agreement. All Home Fund monies will be through reimbursements. No advance funding is permitted under the terms of the Grant.

Reimbursements for development fees shall be linked to City identified project milestones such as permits, occupancy, or other negotiated progress measures.

Homes First shall prepare and submit to the City quarterly progress reports for the Homes First Project upon commencement of construction. The reports shall be sent to Darian Lightfoot, Housing Programs Manager, City of Olympia at <mailto:dlightf@ci.olympia.wa.us>.

EXHIBIT B

Conditional Award Letter



March 2, 2022

Trudy Soucoup , Executive Director
Homes First
Via Email – ceo@homesfirst.org

Re: Award for \$410,714 from City of Olympia Home Fund

Dear Trudy:

Congratulations! Your application for the City of Olympia's Home Fund in the amount of \$410,714 for acquiring property for conversion of 11 new units for low-income residents in Thurston County was conditionally approved by City Council at their February 9, 2022 meeting. These funds are available through the City of Olympia Home Fund.

This award is conditional and is not a guarantee of funds. This letter provides an overview of our conditions and what some details you can expect in our contract for services. Once I am assured the preconditions for contracting are met, we will negotiate a contract to make funds available for your project.

As you pursue funds from other funders, you must provide me with the following by email:

- ☐ Updated development budgets and operating pro forma submitted to other funders;
- ☐ A written summary of changes in services provided, populations served, and cost changes in those applications.

These other Home Fund preconditions also apply: You must provide me emailed copies of award letters or reservation of credits from the sources you documented in your application including:

- ☐ Thurston County (including local, state or federal resources)
- ☐ Washington State Department of Commerce (including Housing Trust Fund)
- ☐ Other funds and funders

I will initiate contract negotiation after you provide those documents. Council and the Home Fund Advisory Board require that our contract stipulate:

- No funds will be made available until commitment is documented from your other proposed funders (examples are above in this letter);
- All funds will be paid through reimbursements documented through invoices;
- Draws sent to other public funders must also be sent to the City of Olympia;
- Reimbursements for fees may be linked to project milestones (like permits, occupancy, or other negotiated milestones);
- Our contract term will be consistent with your acquisition and rehabilitation timeline;

EXHIBIT B

2022 Home Fund Award

March 2, 2022

Page 2

- Your budget and scope of work will be based on the application you submitted;
- Your proposal and contract will meet the requirements of the City of Olympia Home Fund's Administrative Plan;
- Other agreements, like a Development Agreement or Good Neighbor Plan, may be required by other jurisdictions;
- Funds will not be available to draw until the end of first quarter of next year.

Please notify me as you reach funding and other milestones or encounter challenges. If you have not executed a purchase and sale agreement within six months of the date of this letter the City of Olympia reserves the right to withdraw this award.

I am committed to helping your project be successful. Please let me know how I can help along the way. I can be reached at dlightfo@ci.olympia.wa.us or 360.280.8951.

Thank you for your commitment to make the City of Olympia more affordable for everyone in our community!

Sincerely,

Darian Lightfoot
Housing Programs Manager

EXHIBIT C

Application for Award Funding

Exhibit C

2022 Olympia Home Fund Application Questions

Responses must be submitted for all questions for the application to be considered.

These questions closely match the Thurston County Affordable Housing RFP questions to reduce administrative burden for applicants.

1. Developer name: Homes First

2. Name of developer primary contact for this application: Ron Stewart, Director of Programs & Assets

3. Telephone number, email, and mailing address for development organization:

360-236-0920 x 206

projects@homesfirst.org

5203 Lacey Blvd SE, Suite A, Lacey, WA 98503

4. Operator of project (if different from developer): N/A

5. Project Name: Scattered site affordable rental housing units

6. Brief description of proposed project:

Funding from the Olympia Home Fund will be used to leverage secured and pending funds to acquisition five single-family homes in Thurston County and build two detached auxiliary dwelling units (DADUs) on properties Homes First owns in Lacey for a total of 11 new units of affordable housing for households with incomes $\leq 30\%$ AMI. One unit will be reserved for a family exiting homelessness, eight units will be reserved for adults with developmental disabilities, and the remaining two units for those individuals or families with incomes $\leq 30\%$ AMI.

5 Homes

For the five homes, we plan to look for homes that are 1,000 to 1,300 square feet with 3 to 4 bedrooms. This may change depending upon what comes on the market.

We will reserve two homes to house 6 to 8 people with developmental disabilities with incomes $\leq 30\%$ AMI. One home will be reserved for a family exiting homelessness referred through Coordinated Entry. The remaining two homes will be reserved for individuals or families with incomes $\leq 30\%$ AMI. Other funding sources will cover the costs of rehabilitation to converting the homes to rentals and achieve their highest use, depending on the size and configuration of each home. Within four months of acquisition, these new affordable rental units will be rented to tenants with incomes less than 30% AMI. The goal is for all five homes to be acquisitioned, rehabbed, and occupied by December 31, 2022.

2 DADUs

For the two stick-built DADUs, we will construct two stick-built DADUs on two separate Homes First-owned properties at 4618 31st Ave SE and 5211 22nd Ave SE, both in Lacey. Homes First teamed up with Artisans Group to plan the project. The two DADUs will be one bedroom and 600 square feet each. Utilizing the plans pre-approved by the City of Lacey, the two units will be the same size and configuration. This means we can order supplies in bulk at one time and keep costs down. The DADUs' design meets or exceeds the current Washington State Evergreen Sustainable Development Standard (ESDS). The slab on grade will be insulated,

the units will be adequately sealed and insulated, and all appliances will be Energy Star certified. The DADUs will be built by Homes First's property management staff, skilled volunteers, and contractors. Electrical, plumbing, and concrete work will be completed by licensed professionals. The two DADUs will be built and occupied by December 31, 2022.

Additionally, the existing homes on the two properties are already rented to people living with developmental disabilities. Adding another unit of rental housing on these properties means we will be able to house two additional people living with developmental disabilities.

7. Location of project, city, address (if known), zoning (if known):

5 Homes

Location: TBD – Thurston County

2 DADUs

4618 31st Ave SE, Lacey, WA

5211 22nd Ave SE, Lacey, WA

Of the 46 rental properties we own in Thurston and Mason counties, we picked these two due to the ease of developing on the property. These properties have a large lot size with ample available yard space. The City of Lacey is very supportive of the construction of DADUs. They offer pre-approved plans at no-cost, waive permitting fees, and reduce fees on other things like sewer and water connections.

8. Name and brief experience of developer:

Since 1990, Homes First's mission has been dedicated to the creation and maintenance of safe, healthy rental homes for those who need them most. In these 32 years, we have provided close to 5,000 low- and very low-income community members with safe, clean, and stable homes. Homes First acquires, renovates, and preserves rental housing for low- and very low-income families, individuals, and people with special needs – people who have very limited housing options in Thurston County. Currently, we own and manage 110 rental units in 46 properties in Thurston and Mason counties that house more than 275 tenants. Since 2011, we have purchased and developed 26 properties, and we are growing every year.

We manage 13 properties with 48 tenants who are living with developmental disabilities. One of these units is a garage we converted into an ADU for a single adult with developmental disabilities. We primarily service tenants with incomes less than 30% AMI.

To locate suitable multifamily rental housing, the CEO and Property Manager work with local realtors to seek out properties that will allow us to make the best use of funding to serve as many people as possible. Together, they develop and manage the due diligence required to complete a purchase and sale agreement. Before funding is committed, a report is presented to Homes First's Board on the potential acquisition by the CEO. The Board must approve prior to financing being approved. The CEO then ensures that the best outcome for Homes First is achieved.

We have secured funding from the Washington State Housing Trust Fund and have funds from a prior award from Thurston County for all five homes and the Housing Trust Fund for the two DADUs. We have secured funding from the City of Tumwater for one home. We will continue to apply to the Thurston County annual funding rounds to secure additional funds for our projects. We have been funded every year for the last 10 and expect to receive some level of funding in the future. We are also successful fundraisers. In 2020, we

raised \$322,141 and in 2021, \$350,720. We are currently working on increasing our major individual and corporate donations, as well as grant funding.

9. Name and brief experience of project developer (if organization managing project is different from developer):

2 DADUs

Homes First has teamed up with Artisans Group to plan the two DADUs project. This will be our first collaboration. Artisans Group is an award-winning architecture, design, and sustainability services firm in Olympia. They have designed more homes to the rigorous Passive House standard than any other U.S. firm. With extensive custom remodels, new homes, and commercial spaces as well as successful certifications in Built Green, LEED, and highly energy efficient custom Passive Houses in their portfolio, they are an ideal fit to design the two DADUs and will keep utility costs low for our tenants. Jason Taellious, Project Manager & Planning Coordinator, will be lead on this project. Artisans Group is a Washington State Office of Minority & Women's Business Enterprises certified WBE.

10. Serve priority population (20 percent of score) *Priority Population is defined on page 3)*

a. Target population(s) of project:

5 Homes

Families exiting homelessness
People with developmental disabilities
People with income ≤30% AMI

2 DADUs

People with developmental disabilities
People with income ≤30% AMI

b. Proposed number of units or beds total (if mixed, please specify each): 11 units

c. Proposed number units or beds per population:

<i>Homeless families</i>	<i>Developmental Disabilities (DD)</i>
1 unit (1 home)	8 units (2 homes, 2 DADUs)

d. Proposed number units or beds per income level:

<i>≤30% AMI</i>
11 units (7 homes)

Home 1 (single-room occupancy): 1 unit; ≤30% AMI
Home 2 (single-room occupancy): 1 unit; ≤30% AMI
Home 3 (single-family home): 1 unit; homeless family; ≤30% AMI
Home 4 (single-room occupancy): 3 units; DD; ≤30% AMI
Home 5 (single-room occupancy): 3 units; DD; ≤30% AMI
DADU 1: 1 unit; DD; ≤30% AMI
DADU 2: 1 unit; DD; ≤30% AMI
Total units: 11

11. Demonstrate readiness (20 percent of score)

a. What is your estimated timeline for completion? When will the project receive a Temporary Certificate of occupancy from the City?

5 Homes

Within four months of acquisition, the five new affordable rental homes will be rented to tenants. All five homes will be acquisitioned, rehabbed, and leased by December 31, 2022.

2 DADUs

Estimated completion date is 12/31/2022. We plan to receive a Temporary Certificate of occupancy from the City of Lacey on 9/15/22.

b. Has a site been identified for this project?

5 Homes

Site: TBD – Thurston County. Homes First serves Thurston and Mason counties. We decided to target Thurston County because of its larger housing stock and employer base, and the services and public transportation offered there.

2 DADUs

4618 31st Ave SE, Lacey, WA 98503
5211 22nd Ave SE, Lacey, WA 98503

c. What site constraints exist for this project that could delay construction?

5 Homes

Escalating housing prices, which is not something we can solve or mitigate. We work with a real estate agent who does their best to show us the newest listings and get us the lowest purchase prices. Homes are less expensive now than they will be in the future. Delaying acquisition only nets us an increase in cost to acquire.

2 DADUs

Materials and labor costs are the two major cost drivers for this project and could delay construction. Over the past nine months, general contractors Artisans Group works with throughout the South Sound have all consistently estimated construction costs of non-tract homes less than 1,000 sq. ft. to be roughly \$530-\$550 per square foot. The cost of construction materials has continued to vacillate, as has product availability. Hiring sufficient labor has been difficult due to pandemic restrictions limiting access to work sites, many contractors being booked out for months, and few qualified candidates applying for vacant positions. Also, we will need to connect both units to sewer and electrical which can take longer to complete.

12. Reduce homelessness for most vulnerable (10 percent of score)

a. *How will this project support the most vulnerable homeless households referred through Coordinated Entry?*

Homes First is a part of Thurston County's Coordinated Entry system, and organizations can refer people experiencing homelessness to Homes First. Community Youth Services, Family Support Center of South Sound, and Community Action Council are the Coordinated Entry providers for Thurston County. We have established partnerships with Community Youth Services and the Family Support Center of South Sound and

are currently developing a relationship with the Community Action Council. We connect to the local appropriate Coordinated Entry agency in Thurston County to match homeless households to our homes when appropriate.

Our county, however, does not have a Coordinated Entry for the developmentally disabled. We know from our partners, Kokua Services, Placeone, and Ambitions, that a consistent high demand exists for stable, affordable rental housing for those who are developmentally disabled and have an income of $\leq 30\%$ AMI. We are choosing to target this population because they have the hardest time finding and retaining a home they can afford.

b. How many units or beds will be dedicated to placement through the Thurston County Coordinated Entry system (of total constructed)?

5 Homes

1 unit (1 home) for a family exiting homelessness

c. What screening criteria will you provide to Coordinated Entry for this project?

5 Homes

Family with children (size of family will depend on home acquired; we are seeking a three- to four-bedroom home that could house three to eight people). We will coordinate with the Family Support Center of South Sound to place families. The family will need to have a minimum income or subsidies to meet rent requirements.

13. Provide Supportive housing (20 percent of score)

a. Will this project provide supportive housing?

Yes. Our Program Services Navigator works with tenants as we lease up and throughout their lifetime in our homes to ensure that all our residents receive the support they need to be successful in life.

b. What are the targeted supportive needs of the households served?

Homes First does not provide services on-site beyond service navigation. When additional services are required, as they are in 19 of our 46 homes, we partner with community-based social service agencies with expertise in the field where the service is required. We have used this methodology for 32 years and it is proven to be a successful and sustainable way to provide permanent supportive housing.

In addition to maintaining strong relationships with local community providers, we have partnered with UniteUs to have access to an established referral network for incoming tenants to the private market and service agencies. Our Program Services Navigator uses this service to connect our tenants with the supports they need to successfully remain in housing or to successfully transition to private market housing (i.e., non-permanent supportive housing). In Thurston, Mason, and Lewis counties, UniteUs currently partners with:

- Answers Counseling
- Big Brothers Big Sisters of Southwest Washington
- Boys & Girls Clubs of Lewis County
- Boys & Girls Clubs of Thurston County
- Catholic Community Services - Thurston Family Center
- Community Youth Services

- Disabled American Veterans Chapter 41
- Family Support Center of South Sound
- Homes First
- Intercity Transit
- Lacey Veterans Services Hub
- Lewis County Seniors
- Morningside
- NAMI Thurston-Mason
- Nine9Line Veteran Services
- Timberland Regional Library
- Quixote Communities
- Rebuilding Together Thurston County
- South Sound YMCA
- Tenino Community Service Center
- TOGETHER!
- Washington State Dept of Veterans Affairs
- Yelm Community Schools

With the added assistance of our Program Services Navigator and UniteUs referral service, our tenants have been more stable than ever. Less than 2% leave our housing and our delinquency rate for rent is less than 1%.

People with developmental disabilities

Tenants with developmental disabilities are referred to us by one of three organizations: Kokua Services, Placeone, and Ambitions. These organizations provide tenants with case management, resource navigation, and other supportive services.

Families experiencing homelessness, people with income ≤30% AMI

Homes First clients can work with our Program Services Navigator who assesses the needs of tenants as they arise and then matches them to a wide variety of community partners to help them meet their needs and their life goals. The Program Services Navigator arranges appointments and assists with paperwork when necessary. When matched with a service or a case manager, these partners model basic skills for tenants, such as doing laundry, cleaning their home, and shopping on a budget. Because of our partnerships, tenants have access to learn valuable life skills in workshops that focus on such topics as landlord tenant law, money management, healthy relationships, and substance abuse awareness.

c. How have supportive services been integrated into the construction and operations of the proposed project?

N/A

d. How will services, like case management, primary care, or behavioral health, be funded?

Services are funded by our service partners.

e. Has the provider of these services been trained or evaluated in Substance Abuse and Mental Health Services Administration (SAMHSA) Supportive Housing Fidelity? If yes, estimate the most recent date and evaluating organization.

N/A

14. Cost (30 percent of score)

a. What is the average cost per unit based on the total project cost?

Total units: 11

Average cost per unit: \$267,991

Total project costs: \$2,947,898

Request from Olympia Home Fund: \$410,714

5 Homes – 9 units

Average cost per unit: \$226,251

Total project cost: \$2,036,258

Request from Olympia Home Fund: \$200,000

Existing Structures: \$2,011,788

Closing, Title & Recording Costs: \$9,735

Due diligence: \$5,000

Permanent loan fees: \$9,735

2 DADUs – 2 units

Average cost per unit: \$455,820

Total project cost: \$911,640

Request from Olympia Home Fund: \$210,714

Construction: \$882,040

New Building: \$630,000

Site Work/Infrastructure: \$160,000

Sales Tax: \$62,040

Equipment and Furnishing: \$30,000

Soft Costs: \$29,600

Architect: \$3,600

Boundary & Topographic Survey: \$8,000

Project Mgmt/Consultant Fees: \$5,000

Other Consultants: \$3,000

Other (Administrative expenses, including training, consulting expense, office expense, and property manager administration): \$10,000

b. Average cost per Home Fund dollar requested?

Please include your calculation

Total request: \$410,714

Average Olympia Home Fund dollar per unit (11 units): \$37,338 per unit

5 Homes – 9 units

Request: \$200,000

Average Olympia Home Fund dollar per unit: \$22,222 per unit

2 DADUs – 2 units

Request: \$210,714

Average Home Fund dollar per unit: \$105,357 per unit

15. A BUDGET SPREADSHEET MUST BE ATTACHED TO YOUR APPLICATION. Your budget must be completed in the Washington State Combined Funders Application Spreadsheet available on the Washington State Department of Commerce's Housing Trust Fund webpage and should include estimated income and expenses for:

- | | |
|---|--|
| <input type="checkbox"/> All funding sources including this grant | <input type="checkbox"/> Land/property acquisition |
| <input type="checkbox"/> Design and inspection | <input type="checkbox"/> Construction |
| <input type="checkbox"/> Project management | <input type="checkbox"/> Rehabilitation |
| <input type="checkbox"/> Relocation | <input type="checkbox"/> Operational revenue sources |
| <input type="checkbox"/> Title Insurance | <input type="checkbox"/> Operational expenses |
| <input type="checkbox"/> Permits and fees | <input type="checkbox"/> Other expenses |
| | <input type="checkbox"/> Environmental review |

EXHIBIT D

Budget

EXHIBIT D
BUDGET

Form 1: Project Summary

Project Name:

Scattered site affordable rental housing units

Project Sponsor:

Sponsor Organization:

Homes First

Project Contact Person:

Ron Stewart, Director of Programs & Assets

Phone:

360-236-0920 x206

Email:

projects@homesfirst.org

Development Consultant (if applicable):

Firm:

For 2 DADUs: Artisans Group Architecture and Planning

Consultant Name:

Jason Taellious, Project Manager

Phone:

206.639.7098

Email:

jason@artisansgroup.com

Will the Development Consultant serve as the primary contact for the project?

No

Name of Ownership Entity:

Homes First

Project Location

Site 1

Site Name/Identifier

1 - 5 Homes

Primary Street Address:

TBD

City:

County:

Thurston

Zip:

Legislative District:

2, 20, 22, 35

Congressional District:

3, 10

Census Tract:

Multiple

Latitude:

Longitude:

Tax Parcel ID#

Project Activity (check all that apply)

Acquisition

☒

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☒

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 2

Site Name/Identifier

2 - 5 Homes

Primary Street Address:

TBD

City:

County:

Thurston

Zip:

Legislative District:

2, 20, 22, 35

Congressional District:

3, 10

Census Tract:

Multiple

Latitude:

Longitude:

Tax Parcel ID#

TBD

Project Activity (check all that apply)

Acquisition

☒

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☒

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 3

Site Name/Identifier

3 - 5 Homes

Primary Street Address:

TBD

City:

County:

Thurston

Zip:

Legislative District:

2, 20, 22, 35

Congressional District:

3, 10

Census Tract:

Multiple

Latitude:

Longitude:

Tax Parcel ID#

TBD

Project Activity (check all that apply)

Acquisition

☒

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☒

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 4

Site Name/Identifier

4 - 5 Homes

Primary Street Address:

TBD

City:

County:

Thurston

Zip:

Legislative District:

2, 20, 22, 35

Congressional District:

3, 10

Census Tract:

Multiple

Latitude:

Longitude:

Tax Parcel ID#

TBD

Project Activity (check all that apply)

Acquisition

☒

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☒

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 5

Site Name/Identifier

5 - 5 Homes

Primary Street Address:

TBD

City:

County:

Thurston

Zip:

Legislative District:

2, 20, 22, 35

Congressional District:

3, 10

Census Tract:

Multiple

Latitude:

Longitude:

Tax Parcel ID#

TBD

Project Activity (check all that apply)

Acquisition

☒

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☒

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 6

Site Name/Identifier

6 - DADU #1

Primary Street Address:

4618 31st Ave SE

City:

Lacey

County:

Thurston

Zip:

98503

Legislative District:

22

Congressional District:

10

Census Tract:

11421

Latitude:

47.01913

Longitude:

-122.82189

Tax Parcel ID#

33790014900

Project Activity (check all that apply)

Acquisition

☐

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☐

Expiring Tax Credit Property

☐

Other

☐

New Construction

☒

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 7

Site Name/Identifier

7 - DADU #2

Primary Street Address:

5211 22nd Ave SE

City:

Lacey

County:

Thurston

Zip:

98503

Legislative District:

22

Congressional District:

10

Census Tract:

11410

Latitude:

47.02712

Longitude:

-122.81323

Tax Parcel ID#

32920001200

Project Activity (check all that apply)

Acquisition

☐

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☐

Expiring Tax Credit Property

☐

Other

☐

New Construction

☒

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 8

Site Name/Identifier

8 -

Primary Street Address:

N/A

City:

County:

Zip:

Legislative District:

Congressional District:

Census Tract:

Latitude:

Longitude:

Tax Parcel ID#

Project Activity (check all that apply)

Acquisition

☐

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☐

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

Site 9

Site Name/Identifier

9

Primary Street Address:

N/A

City:

County:

Zip:

Legislative District:

Congressional District:

Census Tract:

Latitude:

Longitude:

Tax Parcel ID#

Project Activity (check all that apply)

Acquisition

☐

HUD/USDA Preservation

☐

Mixed Use

☐

Rehab

☐

Expiring Tax Credit Property

☐

Other

☐

New Construction

☐

Demolition/Redevelopment

☐

Adaptive Reuse

☐

Mobile Home Park Preservation

☐

If Mixed Use or Other, please explain:

Which Site should be considered the project's Primary Address?

Homes First main office, 5203 Lacey Blvd SE,
Lacey, WA 98503

Total Units in Project

11

EXHIBIT D BUDGET

Form 2A: Building Information

Project Name: Scattered site affordable rental housing units

Building ID#/Name	Building Address (Street)	Building Address (City)	Building Type	Building Activity	Year building received original Certificate of Occupancy	Expected Placed-In-Service Date (MM/DD/YYYY)
Site 1	TBD	TBD	Single-Family Detached	Acquistion/Rehab	TBD	12/31/2022
Site 2	TBD	TBD	Single-Family Detached	Acquistion/Rehab	TBD	12/31/2022
Site 3	TBD	TBD	Single-Family Detached	Acquistion/Rehab	TBD	12/31/2022
Site 4	TBD	TBD	Single-Family Detached	Acquistion/Rehab	TBD	12/31/2022
Site 5	TBD	TBD	Single-Family Detached	Acquistion/Rehab	TBD	12/31/2022
Site 6	4618 31st Ave SE	Lacey	Single-Family Detached	New Construction	1998	12/31/2022
Site 7	5211 22nd Ave SE	Lacey	Single-Family Detached	New Construction	2002	12/31/2022

Building ID#/Name	Beds	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5+ BR	TOTAL UNITS	Low-Income Units	Market Rate Units	Common Area Units	TOTAL UNITS
Site 1						1			1	1			1
Site 2		3				X			3	3			3
Site 3		3				X			3	3			3
Site 4						1			1	1			1
Site 5						1			1	1			1
Site 6				1					1	1			1
Site 7				1					1	1			1
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
									0				0
Total Units	0	6	0	2	0	3	0	0	11	11	0	0	11

Definitions

Bed: A sleeping space provided to a single individual. All food preparation and sanitary facilities are shared.

SRO: A single-room unit which includes permanent provisions for living, eating and either sanitation or kitchen facilities *but not both*.

Unit, Studio: A single-room unit which includes permanent food preparation *and* sanitation facilities.

Unit, 1BR -5+BR: Residential living quarters that are separate and distinct from each other and which contain complete and separate kitchen and restroom facilities in each unit.

EXHIBIT D BUDGET

Form 2B: Square Footage Details

Residential gross square footage is to be measured from the outside face of the exterior wall of the structure and/or the centerline of party walls between Residential and Non-Residential spaces. Everything within the building envelope should be included in the calculation, including unheated mechanical space, common area, circulation area and structured parking.

Anything outside of the building envelope such as balconies, roof top decks, carports, and surface parking is to be excluded. Commercial spaces to be owned under a separate legal entity and whose costs are not reflected in the Residential Project Budget may not be included in the Residential Gross Square Footage. Space that is shared between a Residential Project Condominium and other condominiums in a building may be included on a pro rata basis and measured to the centerline of the party walls.

Form 2B: Square Footage Details

Project Name: Scattered site affordable rental housing units

Building #	RESIDENTIAL								NON-RESIDENTIAL		TOTAL
	# of Floors	Low-Income Units	Common Area/ Manager Units	Market Rate Units	Common Area for Residential Services	Other Common Area	Structured Residential Parking	Total Residential Gross Square Footage	# of floors	Gross Square Footage	Total Gross Square Footage
Site 1	TBD	TBD						0			0
Site 2	TBD	TBD						0			0
Site 3	TBD	TBD						0			0
Site 4	TBD	TBD						0			0
Site 5	TBD	TBD						0			0
Site 6	1	600						600			600
Site 7	1	600						600			600
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
0								0			0
Total:		1,200	0	0	0	0	0	1,200		0	1,200

EXHIBIT D BUDGET

Form 3: Populations to be Served

Please select the **primary target population** for each unit or group of units. The total number of Units /Beds reported should match the Total Low Income reported on Form 2A.

If a unit has the potential to be targeted to more than one Population Type (e.g., for units targeted to clients who are Developmentally and/or Physically Disabled), please select "Multiple Targets" and describe in the Notes field provided.

For most projects, "unit" should be selected from the dropdown in column F. Select "beds" **only if** the project is a group home or other type of living arrangement where a household does not have a separate unit (viz., emergency shelters and Seasonal Farmworker projects with "bunkhouse" or "barracks"-style sleeping arrangements).

Form 3: Populations to be Served

Project Name: Scattered site affordable rental housing units

[illegible]

Total Low Income Populaton Units	11
---	-----------

Population Type Notes

Individuals or families with household income of less than or equal to 30% area median income

EXHIBIT D BUDGET

Form 4: Relocation Budget

Project Name: Scattered site affordable rental housing units

Activities	Cost per Household/Business	Number to be Assisted	Budget	Notes
Relocation rental/purchase assistance by size of unit to be replaced				
Select...			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Temporary Moving Expenses			\$ -	
Permanent Moving Expenses			\$ -	
Replacement cost for business			\$ -	
Advisory services			\$ -	
Other Activities			\$ -	
Total		0	\$ -	

In the space below, provide detail on the indicated Other Activities.

EXHIBIT D
BUDGET

Form 5: Project Schedule

- Instructions:
- Provide "Date Completed" and "Status" information for the following project tasks at a minimum.
 - Do not delete Tasks from this list.
 - If a task does not apply to your project, enter N/A. To add additional tasks, insert additional lines as needed.
 - For each new task you enter in this form, also enter the appropriate category in the "Category" column.
 - For additional instances of existing Tasks (e.g., "Award date for funding source (specify)"), copy-paste the exact text into the new cell.
 - **For Tasks that require additional details be specified (e.g. Funder Name, Award date for funding source), please enter the details only in the Notes/Status column.**

Form 5: Project Schedule

Project Name: Scattered site affordable rental housing units

Category	Tasks	Date Completed or Expected Complete	Notes / Status
Site Control	Purchase and Sale Agreement / Option	12/31/2022	For 5 Homes; HF already owns the two properties for the DADUs
Site Control	Maximum Extensions		N/A
Site Control	Closing		Contingent upon PSA
Feasibility/Due Diligence	Site survey		For 2 DADUs: 5/1/22; 5 Homes: Contingent upon PSA
Feasibility/Due Diligence	Market study		N/A
Feasibility/Due Diligence	Phase I Environmental Assessment		For 5 Homes: Contingent upon PSA
Feasibility/Due Diligence	Phase 2 Environmental Assessment		As necessary
Feasibility/Due Diligence	SEPA		As necessary
Feasibility/Due Diligence	NEPA Clearance		As necessary
Feasibility/Due Diligence	Choice Limiting Actions Clearance		N/A
Feasibility/Due Diligence	Capital needs assessment		With closing; HF's CNA is updated annually in March
Feasibility/Due Diligence	Neighborhood notification (if required)		As necessary
Feasibility/Due Diligence	Relocation of existing tenants		N/A
Relocation	Planning and budget		N/A
Relocation	Initiation of negotiations		N/A
Relocation	GIN's delivered to tenants		N/A
Relocation	Advisory services to tenants		N/A
Relocation	Notice of Eligibility to tenants		N/A
Relocation	Notice of Non-displacement to tenants		N/A
Relocation	90 day notice to tenants		N/A
Relocation	Tenant move out		N/A
Financing	Appraisal		Ordered by bank at time of PSA
Financing	Financial underwriting		Contingent upon PSA
Financing	Application for funding (specify source):	4/2/2021	City of Lacey CDBG (2 DADUs)
Financing	Application for funding (specify source):	4/2/2018	City of Tumwater CDBG (5 Homes)
Financing	Application for funding (specify source):	4/2/2020	Thurston Co (5 Homes)
Financing	Application for Service funding		N/A
Financing	Construction cost estimate		For 2 DADUs: 5/1/22; General contractor will provide final estimates. Initial feasibility construction cost estimate is complete.
Financing	Lender selection	8/24/2021	For 5 Homes: Olympia Federal Savings
Financing	Investor Selected		N/A
Financing	Funding for services awarded		N/A
Financing	Award date for funding source (specify):	7/1/2021	City of Lacey CDBG (2 DADUs)
Financing	Award date for funding source (specify):	7/1/2018	City of Tumwater CDBG (5 Homes)
Financing	Award date for funding source (specify):	7/1/2020	Thurston Co (5 Homes)
Financing	Award date for Service Funding/Commitment		N/A
Financing	Capital Finance Closing		N/A
Financing	Permanent Financing Conversion		N/A
Financing	Final Equity Pay-In (LIHTC projects)		N/A
Design/Permitting	Preliminary drawings completed		For 2 DADUs: 9/8/21; DADU plan sets are complete as part of the City of Lacey 2022-2023 DADU program
Design/Permitting	Zoning approval		For 2 DADUs: 5/1/22 Zoning approval occurs upon submission of plan set for a permit. Permit submission contingent upon receipt of review. Permit submission contingent upon receipt of grant.
Design/Permitting	Site plan approval		For 2 DADUs: 5/1/22 Site plan approval occurs during permit review. Permit submission contingent upon receipt of grant.
Design/Permitting	Schematic Design Completed		For 2 DADUs: 9/8/21 Complete
Design/Permitting	Design Development Completed		For 2 DADUs: 9/8/21 Complete
Design/Permitting	Construction Documents Completed		For 2 DADUs: 4/1/22 Contingent upon receipt of grant
Design/Permitting	Building permit application submitted		For 2 DADUs: 5/1/22 Contingent upon receipt of grant
Design/Permitting	Building permits issued		For 2 DADUs: 7/1/22
Design/Permitting	Submit Evergreen Project Plan		For 2 DADUs: 4/1/22 Contingent upon receipt of grant
Design/Permitting	Final Plans and Specs Completed		For 2 DADUs: 5/1/22 Contingent upon receipt of grant
Construction	Selection of general contractor		N/A
Construction	Begin Construction		For 2 DADUs: 6/1/22 Contingent upon receipt of grant
Construction	Issued certificate of occupancy		For 2 DADUs: 9/15/22 Contingent upon receipt of grant

EXHIBIT D
BUDGET

Occupancy	Selection of management entity		N/A - HF manages all of its properties
Occupancy	Selection of service providers		N/A
Occupancy	Begin lease-up		For 2 DADUs: 7/15/22; for 5 homes: 4 mos after closing
Occupancy	100% lease-up		For 2 DADUs: 11/15/22; for 5 homes: 12/31/22 (for final home)
Occupancy	Placed in service - 1st Building		For 2 DADUs: 9/15/22; for 5 homes: 4 mos after closing
Occupancy	Placed in service - Last Building		For 2 DADUs: 11/15/22; for 5 homes: 4 mos after closing
Occupancy	Evergreen Sustainable Development Standard Occupancy Manual Approval		N/A
Occupancy	Qualified Occupancy	12/31/2022	
Occupancy	Projected First LIHTC Year start		N/A
Occupancy	Service Funding Starts		N/A

EXHIBIT D BUDGET

Form 6A: Development Budgets

Instructions:

- Amounts added in the Total Project Cost column must be accounted for in full by assigning them to funding Sources, as appropriate. Until this has been done, the Total Project Cost amount will be tinted red.
- Do not add columns. The number of columns provided on this Form is based on average funding sources used by projects. If your project proposes to use more than six Residential and two Non-Residential fund sources, please contact HTF to request an alternate Form 6A.
- **List only one source per column.** Do not combine funding sources in a column.
- All nonresidential costs should be included in this budget, even if the nonresidential portion of any building is separated by a condominium structure (i.e., is "condo'd out").
- **If you utilize formulas to calculate specific costs, please hard-key the results to the nearest cent.**

Acquisition Costs:

Land	0%		\$	-	\$	-
Existing Structures	65%	\$ 1,911,788	\$	1,911,788	\$	-
Liens	0%		\$	-	\$	-
Closing, Title & Recording Costs	0%	\$ 9,735	\$	9,735	\$	-
Extension payment	0%		\$	-	\$	-
Other: <input type="text"/>	0%	\$ 5,000	\$	5,000	\$	-
SUBTOTAL	65%	\$ 1,926,523	\$	1,926,523	\$	-

Construction:

Demolition	0%		\$	-	\$	-
New Building	21%	\$ 630,000	\$	630,000	\$	-
Rehabilitation	3%	\$ 100,000	\$	100,000	\$	-
Contractor Profit	0%		\$	-	\$	-
Contractor Overhead	0%		\$	-	\$	-
New Construction Contingency <input type="text"/>	0%	0%	\$	-	\$	-
Rehab Contingency <input type="text"/>	0%	0%	\$	-	\$	-
Accessory Building	0%		\$	-	\$	-
Site Work / Infrastructure	5%	\$ 160,000	\$	160,000	\$	-
Off site Infrastructure	0%		\$	-	\$	-
Environmental Abatement - Building	0%		\$	-	\$	-
Environmental Abatement - Land	0%		\$	-	\$	-
Sales Tax	2%	\$ 62,040	\$	62,040	\$	-

INITIAL

total

Notes

EXHIBIT D BUDGET

Bond Premium	0%		\$ -	\$ -	
Equipment and Furnishings	1%	\$ 30,000	\$ 30,000	\$ -	
Other:	0%		\$ -	\$ -	
SUBTOTAL	33%	\$ 982,040	\$ 982,040	\$ -	

Soft Costs:

Buyer's Appraisal	0%		\$ -	\$ -	
Market Study	0%		\$ -	\$ -	
Architect	0%	\$ 3,600	\$ 3,600	\$ -	
Engineering	0%		\$ -	\$ -	
Environmental Assessment	0%		\$ -	\$ -	
Geotechnical Study	0%		\$ -	\$ -	
Boundary & Topographic Survey	0%	\$ 8,000	\$ 8,000	\$ -	
Legal - Real Estate	0%		\$ -	\$ -	
Developer Fee	0%		\$ -	\$ -	
Project Management / Dev. Consultant Fees	0%	\$ 5,000	\$ 5,000	\$ -	
Other Consultants	0%	\$ 3,000	\$ 3,000	\$ -	
Soft Cost Contingency	0%		\$ -	\$ -	
Other: <input type="text"/>	0%	\$ 10,000	\$ 10,000	\$ -	
SUBTOTAL	1%	\$ 29,600	\$ 29,600	\$ -	

Pre-Development / Bridge Financing

Bridge Loan Fees	0%		\$	-	\$	-	<div></div>
Bridge Loan Interest	0%		\$	-	\$	-	
SUBTOTAL	0%	\$	-	\$	-	-	

Construction Financing

Construction Loan Fees	0%		\$ -	\$ -	
Construction Loan Expenses	0%		\$ -	\$ -	
Construction Loan Legal	0%		\$ -	\$ -	
Construction Period Interest	0%		\$ -	\$ -	
Lease-up Period Interest	0%		\$ -	\$ -	
SUBTOTAL	0%	\$ -	\$ -	\$ -	

Permanent Financing

EXHIBIT D BUDGET

Permanent Loan Fees	0%	\$ 9,735	\$ 9,735	\$ -
Permanent Loan Expenses	0%		\$ -	\$ -
Permanent Loan Legal	0%		\$ -	\$ -
LIHTC Fees	0%		\$ -	\$ -
LIHTC Legal	0%		\$ -	\$ -
LIHTC Owners Title Policy	0%		\$ -	\$ -
State HTF Fees	0%		\$ -	\$ -
Other: <input type="text"/>	0%		\$ -	\$ -
SUBTOTAL	0%	\$ 9,735	\$ 9,735	\$ -

Capitalized Reserves

Operating Reserves	0%		\$ -	\$ -
Replacement Reserves	0%		\$ -	\$ -
Other: <input type="text"/>	0%		\$ -	\$ -
SUBTOTAL	0%	\$ -	\$ -	\$ -

Other Development Costs

Real Estate Tax	0%		\$ -	\$ -
Insurance	0%		\$ -	\$ -
Relocation	0%		\$ -	\$ -
Bidding Costs	0%		\$ -	\$ -
Permits, Fees & Hookups	0%		\$ -	\$ -
Impact/Mitigation Fees	0%		\$ -	\$ -
Development Period Utilities	0%		\$ -	\$ -
Nonprofit Donation	0%		\$ -	\$ -
Accounting/Audit	0%		\$ -	\$ -
3 rd Party Certification of final development cost			\$ -	\$ -
Marketing/Leasing Expenses	0%		\$ -	\$ -
Carrying Costs at Rent up/Lease Up Reserve	0%		\$ -	\$ -
SUBTOTAL	0%	\$ -	\$ -	\$ -

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)

Issuer Fees & Related Expenses	0%		\$ -	\$ -
Bond Counsel	0%		\$ -	\$ -

EXHIBIT D BUDGET

Trustee Fees & Expenses	0%		\$	-	\$	-
Underwriter Fees & Counsel	0%		\$	-	\$	-
Placement Agent Fees & Counsel	0%		\$	-	\$	-
Borrower's Counsel - Bond Related	0%		\$	-	\$	-
Rating Agency	0%		\$	-	\$	-
SUBTOTAL	0%	\$ -	\$	-	\$	-
Total Development Cost:		\$ 2,947,898	\$	2,947,898	\$	-
Total Sources:		\$ 2,947,898	\$	2,947,898	\$	-

EXHIBIT D
BUDGET

Form 6A: Development Budgets

Site Name: 1 - 5 Homes

Date of Budget 1/11/2022

% Total Project Cost	Residential total	RESIDENTIAL						non-residential total	NON-RESIDENTIAL	
		Source Name	Source Name	Source Name	Source Name	Source Name	Source Name		Source Name	Source Name
		Olympia Home Fund	WA Housing Trust Fund	City of Tumwater CDBG	Thurston Co	Olympia Federal Savings	Fundraising			
		Amount	Amount	Amount	Amount	Amount	Amount		Amount	Amount
		\$40,000	\$235,000	\$24,600	\$50,000	\$52,347	\$2,947			
		Source = Uses	Source = Uses	Source = Uses	Source = Uses	Source = Uses	Source = Uses			

Acquisition Costs:

Land		\$ -							\$ -		
Existing Structures		\$ 380,000	\$ 20,000	\$ 235,000	\$ 24,600	\$ 50,000	\$ 50,400		\$ -		
Liens		\$ -							\$ -		
Closing, Title & Recording Costs		\$ 1,947					\$ 1,947		\$ -		
Extension payment		\$ -							\$ -		
Other: Due diligence		\$ 1,000						\$ 1,000	\$ -		
SUBTOTAL		\$ 382,947	\$ 20,000	\$ 235,000	\$ 24,600	\$ 50,000	\$ 52,347	\$ 1,000	\$ -	\$ -	\$ -

Construction:

Demolition		\$ -							\$ -		
New Building		\$ -							\$ -		
Rehabilitation		\$ 20,000	\$ 20,000						\$ -		
Contractor Profit		\$ -							\$ -		
Contractor Overhead		\$ -							\$ -		
New Construction Contingency	0%	\$ -							\$ -		
Rehab Contingency	0%	\$ -							\$ -		
Accessory Building		\$ -							\$ -		
Site Work / Infrastructure		\$ -							\$ -		
Off site Infrastructure		\$ -							\$ -		
Environmental Abatement - Building		\$ -							\$ -		
Environmental Abatement - Land		\$ -							\$ -		
Sales Tax		\$ -							\$ -		
Bond Premium		\$ -							\$ -		
Equipment and Furnishings		\$ -							\$ -		
Other:		\$ -							\$ -		
SUBTOTAL		\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Soft Costs:

Buyer's Appraisal		\$ -							\$ -		
Market Study		\$ -							\$ -		
Architect		\$ -							\$ -		
Engineering		\$ -							\$ -		
Environmental Assessment		\$ -							\$ -		
Geotechnical Study		\$ -							\$ -		
Boundary & Topographic Survey		\$ -							\$ -		
Legal - Real Estate		\$ -							\$ -		
Developer Fee		\$ -							\$ -		
Project Management / Dev. Consultant Fees		\$ -							\$ -		
Other Consultants		\$ -							\$ -		
Soft Cost Contingency		\$ -							\$ -		
Other:		\$ -							\$ -		
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Pre-Development / Bridge Financing

Bridge Loan Fees		\$ -							\$ -		
Bridge Loan Interest		\$ -							\$ -		
SUBTOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Form 6A: Development Budgets

Instructions:

- Amounts added in the Total Project Cost column must be accounted for in full by assigning them to funding Sources, as appropriate. Until this has been done, the Total Project Cost amount will be tinted red.
- Do not add columns. The number of columns provided on this Form is based on average funding sources used by projects. If your project proposes to use more than six Residential and two Non-Residential fund sources, please contact HTF to request an alternate Form 6A.
- List only one source per column. Do not combine funding sources in a column.
- All nonresidential costs should be included in this budget, even if the nonresidential portion of any building is separated by a condominium structure (i.e., is "condo'd out").
- If you utilize formulas to calculate specific costs, please hard-key the results to the nearest cent.

EXHIBIT D
BUDGET

Construction Financing																					
Construction Loan Fees		\$	-							\$	-										
Construction Loan Expenses		\$	-							\$	-										
Construction Loan Legal		\$	-							\$	-										
Construction Period Interest		\$	-							\$	-										
Lease-up Period Interest		\$	-							\$	-										
SUBTOTAL		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-						
Permanent Financing																					
Permanent Loan Fees		\$	1,947						\$	1,947	\$	-									
Permanent Loan Expenses		\$	-							\$	-										
Permanent Loan Legal		\$	-							\$	-										
LIHTC Fees		\$	-							\$	-										
LIHTC Legal		\$	-							\$	-										
LIHTC Owners Title Policy		\$	-							\$	-										
State HTF Fees		\$	-							\$	-										
Other: <input type="text"/>		\$	-							\$	-										
SUBTOTAL		\$	1,947	\$	-	\$	-	\$	-	\$	-	\$	1,947	\$	-	\$	-	\$	-		
Capitalized Reserves																					
Operating Reserves		\$	-							\$	-										
Replacement Reserves		\$	-							\$	-										
Other: <input type="text"/>		\$	-							\$	-										
SUBTOTAL		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Other Development Costs																					
Real Estate Tax		\$	-							\$	-										
Insurance		\$	-							\$	-										
Relocation (from Form 4)		\$	-							\$	-										
Bidding Costs		\$	-							\$	-										
Permits, Fees & Hookups		\$	-							\$	-										
Impact/Mitigation Fees		\$	-							\$	-										
Development Period Utilities		\$	-							\$	-										
Nonprofit Donation		\$	-							\$	-										
Accounting/Audit		\$	-							\$	-										
3 rd Party Certification of final development cost		\$	-							\$	-										
Marketing/Leasing Expenses		\$	-							\$	-										
Carrying Costs at Rent up/Lease Up Reserve		\$	-							\$	-										
SUBTOTAL		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)																					
Issuer Fees & Related Expenses		\$	-							\$	-										
Bond Counsel		\$	-							\$	-										
Trustee Fees & Expenses		\$	-							\$	-										
Underwriter Fees & Counsel		\$	-							\$	-										
Placement Agent Fees & Counsel		\$	-							\$	-										
Borrower's Counsel - Bond Related		\$	-							\$	-										
Rating Agency		\$	-							\$	-										
SUBTOTAL		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Development Cost:		\$	404,894									\$	-								
Total Sources:		\$	404,894	\$	40,000	\$	235,000	\$	24,600	\$	50,000	\$	52,347	\$	2,947	\$	-	\$	-	\$	-

EXHIBIT D BUDGET

Form 6B: Development Budget Details

Instructions:

- For each cost item, explain the basis for the cost, when the estimate was made and identify who made the estimates.

Form 6B: Development Budget Details

Project Name: Scattered site affordable rental housing units

R E S I D E N T I A L	
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)

Acquisition Costs:

Land	\$ -	
Existing Structures	\$ 380,000	Purchase price of home
Liens	\$ -	
Closing, Title & Recording Costs	\$ 1,947	
Extension payment	\$ -	
Other	\$ 1,000	Lead based paint, asbestos and water testing, sewer or septic scoping

Construction:

Demolition	\$ -	
New Building	\$ -	
Rehabilitation	\$ 20,000	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ -	
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ -	
Environmental Abatement - Land	\$ -	
Sales Tax	\$ -	
Bond Premium	\$ -	
Equipment and Furnishings	\$ -	
Other Construction Costs	\$ -	

Soft Costs:

Buyer's Appraisal	\$ -	
Market Study	\$ -	
Architect	\$ -	
Engineering	\$ -	
Environmental Assessment	\$ -	
Geotechnical Study	\$ -	
Boundary & Topographic Survey	\$ -	
Legal - Real Estate	\$ -	
Developer Fee	\$ -	
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ -	
Soft Cost Contingency	\$ -	
Other	\$ -	

Pre-Development / Bridge Financing

EXHIBIT D BUDGET

Bridge Loan Fees	\$ -	
Bridge Loan Interest	\$ -	

Construction Financing		
Construction Loan Fees	\$ -	
Construction Loan Expenses	\$ -	
Construction Loan Legal	\$ -	
Construction Period Interest	\$ -	
Lease-up Period Interest	\$ -	

Permanent Financing		
Permanent Loan Fees	\$ 1,947	Mortgage (\$64,984)*.03
Permanent Loan Expenses	\$ -	
Permanent Loan Legal	\$ -	
LIHTC Fees	\$ -	
LIHTC Legal	\$ -	
LIHTC Owners Title Policy	\$ -	
State HTF Fees	\$ -	
Other	\$ -	

Capitalized Reserves		
Operating Reserves	\$ -	
Replacement Reserves	\$ -	
Other Reserves	\$ -	

Other Development Costs		
Real Estate Tax	\$ -	
Insurance	\$ -	
Relocation	\$ -	
Bidding Costs	\$ -	
Permits, Fees & Hookups	\$ -	
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ -	
Nonprofit Donation	\$ -	
Accounting/Audit	\$ -	
3 rd Party Certification of final development cost	\$ -	
Marketing/Leasing Expenses	\$ -	
Carrying Costs at Rent up/ Lease Up Reserve	\$ -	

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)		
Issuer Fees & Related Expenses	\$ -	
Bond Counsel	\$ -	
Trustee Fees & Expenses	\$ -	
Underwriter Fees & Counsel	\$ -	
Placement Agent Fees & Counsel	\$ -	
Borrower's Counsel - Bond Related	\$ -	
Rating Agency	\$ -	

EXHIBIT D BUDGET

Form 6A: Development Budgets

Instructions:

- Amounts added in the Total Project Cost column must be accounted for in

full by assigning them to funding Sources, as appropriate. Until this has been done, the Total Project Cost amount will be tinted red.

- Do not add columns. The number of columns provided on this Form is based on average funding sources used by projects. If your project proposes to use more than six Residential and two Non-Residential funding sources, please contact HTF to request an alternate Form 6A.

- **List only one source per column.** Do not combine funding sources in a column.

- **Acquisition Costs:** All nonresidential portion costs should be included in this budget, even if the nonresidential portion of any building is separated by a condominium structure (i.e., is "condo'd out").

• If you utilize formulas to calculate specific costs, please hard-key the results to the nearest cent.

Closing, Title & Recording Costs

Extension payment

Other:	Due diligence
--------	---------------

	SUBTOTAL
--	-----------------

SUBTOTAL

Construction:

Demolition	
New Building	
Rehabilitation	
Contractor Profit	
Contractor Overhead	
New Construction Contingency	0%
Rehab Contingency	0%
Accessory Building	
Site Work / Infrastructure	
Off site Infrastructure	
Environmental Abatement - Building	
Environmental Abatement - Land	
Sales Tax	
Bond Premium	
Equipment and Furnishings	
Other:	

	SUBTOTAL
--	-----------------

SUBTOTAL

Soft Costs:

- Buyer's Appraisal
- Market Study
- Architect
- Engineering
- Environmental Assessment
- Geotechnical Study
- Boundary & Topographic Survey
- Legal - Real Estate
- Developer Fee
- Project Management / Dev. Consultant Fees
- Other Consultants
- Soft Cost Contingency

e. Until this has been ed on this Form is % Total (Project proposes tial fund sources)	RESIDENTIAL						NON-RESIDENTIAL		
	Source Name	Source Name	Source Name	Source Name	Source Name	Source Name	non-residential total	Source Name	Source Name
	Olympia Home Fund	WA Housing Trust Fund	Thurston Co	Olympia Federal Savings	Fundraising				
	Amount	Amount	Amount	Amount	Amount	Amount		Amount	Amount
	\$40,000	\$235,000	\$50,000	\$79,894	\$2,947				

Source = Uses Source = Uses Source = Uses Source = Uses Source = Uses

condominium	-								\$ -		
base hard-key the	\$ 382,947	\$ 20,000	\$ 235,000	\$ 50,000	\$ 77,947				\$ -		
	\$ -								\$ -		
	\$ 1,947				\$ 1,947				\$ -		
	\$ -								\$ -		
	\$ 1,000					\$ 1,000			\$ -		
	\$ 385,894	\$ 20,000	\$ 235,000	\$ 50,000	\$ 79,894	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -

	\$ -							\$ -		
	\$ -							\$ -		
	\$ 20,000	\$ 20,000						\$ -		
	\$ -							\$ -		
	\$ -							\$ -		
	\$ -							\$ -		
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	\$ -							\$ -		
	\$ -							\$ -		
	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

[illegible]

Notes

EXHIBIT D BUDGET

Other: <div></div>								\$	-			\$	-						
SUBTOTAL								\$	-	\$	-	\$	-	\$	-	\$	-		
Pre-Development / Bridge Financing																			
Bridge Loan Fees								\$	-			\$	-						
Bridge Loan Interest								\$	-			\$	-						
SUBTOTAL								\$	-	\$	-	\$	-	\$	-	\$	-		
Construction Financing																			
Construction Loan Fees								\$	-			\$	-						
Construction Loan Expenses								\$	-			\$	-						
Construction Loan Legal								\$	-			\$	-						
Construction Period Interest								\$	-			\$	-						
Lease-up Period Interest								\$	-			\$	-						
SUBTOTAL								\$	-	\$	-	\$	-	\$	-	\$	-		
Permanent Financing																			
Permanent Loan Fees								\$	1,947			\$	1,947			\$	-		
Permanent Loan Expenses								\$	-			\$	-						
Permanent Loan Legal								\$	-			\$	-						
LIHTC Fees								\$	-			\$	-						
LIHTC Legal								\$	-			\$	-						
LIHTC Owners Title Policy								\$	-			\$	-						
State HTF Fees								\$	-			\$	-						
Other: <div></div>								\$	-			\$	-						
SUBTOTAL								\$	1,947	\$	-	\$	-	\$	-	\$	1,947	\$	-
Capitalized Reserves																			
Operating Reserves								\$	-			\$	-						
Replacement Reserves								\$	-			\$	-						
Other: <div></div>								\$	-			\$	-						
SUBTOTAL								\$	-	\$	-	\$	-	\$	-	\$	-		
Other Development Costs																			
Real Estate Tax								\$	-			\$	-						
Insurance								\$	-			\$	-						
Relocation (from Form 4)								\$	-			\$	-						
Bidding Costs								\$	-			\$	-						
Permits, Fees & Hookups								\$	-			\$	-						
Impact/Mitigation Fees								\$	-			\$	-						
Development Period Utilities								\$	-			\$	-						
Nonprofit Donation								\$	-			\$	-						
Accounting/Audit								\$	-			\$	-						
3 rd Party Certification of final development cost								\$	-			\$	-						
Marketing/Leasing Expenses								\$	-			\$	-						
Carrying Costs at Rent up/Lease Up Reserve								\$	-			\$	-						
SUBTOTAL								\$	-	\$	-	\$	-	\$	-	\$	-		
Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)																			
Issuer Fees & Related Expenses								\$	-			\$	-						
Bond Counsel								\$	-			\$	-						
Trustee Fees & Expenses								\$	-			\$	-						
Underwriter Fees & Counsel								\$	-			\$	-						
Placement Agent Fees & Counsel								\$	-			\$	-						
Borrower's Counsel - Bond Related								\$	-			\$	-						

EXHIBIT D BUDGET

Rating Agency																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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EXHIBIT D BUDGET

Form 6B: Development Budget Details

Instructions:

- For each cost item, explain the basis for the cost, when the estimate was made and identify who made the estimates.

Form 6B: Development Budget Details

Project Name: Scattered site affordable rental housing units

R E S I D E N T I A L		
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)	

Acquisition Costs:

Land	\$ -	
Existing Structures	\$ 382,947	Purchase price of home
Liens	\$ -	
Closing, Title & Recording Costs	\$ 1,947	
Extension payment	\$ -	
Other	\$ 1,000	Lead based paint, asbestos and water testing, sewer or septic scoping

Construction:

Demolition	\$ -	
New Building	\$ -	
Rehabilitation	\$ 20,000	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ -	
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ -	
Environmental Abatement - Land	\$ -	
Sales Tax	\$ -	
Bond Premium	\$ -	
Equipment and Furnishings	\$ -	
Other Construction Costs	\$ -	

Soft Costs:

Buyer's Appraisal	\$ -	
Market Study	\$ -	
Architect	\$ -	
Engineering	\$ -	
Environmental Assessment	\$ -	
Geotechnical Study	\$ -	
Boundary & Topographic Survey	\$ -	
Legal - Real Estate	\$ -	
Developer Fee	\$ -	
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ -	
Soft Cost Contingency	\$ -	
Other	\$ -	

Pre-Development / Bridge Financing

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Bridge Loan Fees	\$ -	
Bridge Loan Interest	\$ -	

Construction Financing		
Construction Loan Fees	\$ -	
Construction Loan Expenses	\$ -	
Construction Loan Legal	\$ -	
Construction Period Interest	\$ -	
Lease-up Period Interest	\$ -	

Permanent Financing		
Permanent Loan Fees	\$ 1,947	Mortgage (\$64,984)*.03
Permanent Loan Expenses	\$ -	
Permanent Loan Legal	\$ -	
LIHTC Fees	\$ -	
LIHTC Legal	\$ -	
LIHTC Owners Title Policy	\$ -	
State HTF Fees	\$ -	
Other	\$ -	

Capitalized Reserves		
Operating Reserves	\$ -	
Replacement Reserves	\$ -	
Other Reserves	\$ -	

Other Development Costs		
Real Estate Tax	\$ -	
Insurance	\$ -	
Relocation	\$ -	
Bidding Costs	\$ -	
Permits, Fees & Hookups	\$ -	
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ -	
Nonprofit Donation	\$ -	
Accounting/Audit	\$ -	
3 rd Party Certification of final development cost	\$ -	
Marketing/Leasing Expenses	\$ -	
Carrying Costs at Rent up/ Lease Up Reserve	\$ -	

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)		
Issuer Fees & Related Expenses	\$ -	
Bond Counsel	\$ -	
Trustee Fees & Expenses	\$ -	
Underwriter Fees & Counsel	\$ -	
Placement Agent Fees & Counsel	\$ -	
Borrower's Counsel - Bond Related	\$ -	
Rating Agency	\$ -	

EXHIBIT D
BUDGET

Form 6A: Development Budgets

Instructions:

- Amounts added in the Total Project Cost column must be accounted for in

full by assigning them to funding Sources, as appropriate. Until this has been done, the Total Project Cost amount will be tinted red.

- Do not add columns. The number of columns provided on this Form is based on average funding sources used by projects. If your project proposes to use more than six Residential and two Non-Residential fund sources, please contact HTF to request an alternate Form 6A.

- **List only one source per column.** Do not combine funding sources in a column.

- **All non-residential costs** should be included in this budget, even if the non-residential portion of any building is separated by a condominium structure (i.e., is "condo'd out").

- **If you utilize formulas to calculate specific costs, please hard-key the results to the nearest cent.**

Closing, Title & Recording Costs

Extension payment

Other: Due diligence

SUBTOTAL

Construction:

Demolition

New Building

Rehabilitation

Contractor Profit

Contractor Overhead

New Construction Contingency

Rehab Contingency

Accessory Building

Site Work / Infrastructure

Off site Infrastructure

Environmental Abatement - Building

Environmental Abatement - Land

Sales Tax

Bond Premium

Equipment and Furnishings

Other:

SUBTOTAL

Soft Costs:

Buyer's Appraisal

Market Study

Architect

Engineering

Environmental Assessment

Geotechnical Study

Boundary & Topographic Survey

Legal - Real Estate

Developer Fee

Project Management / Dev. Consultant Fees

Other Consultants

Soft Cost Contingency

RESIDENTIAL

Source Name	Source Name	Source Name	Source Name	Source Name	Source Name
Olympia Home Fund	WA Housing Trust Fund	Thurston Co	Olympia Federal Savings	Fundraising	
Amount	Amount	Amount	Amount	Amount	Amount
\$40,000	\$235,000	\$50,000	\$79,894	\$2,947	

Source = Uses Source = Uses Source = Uses Source = Uses Source = Uses

NON-RESIDENTIAL

Source Name	Source Name
Amount	Amount

non-residential total

Notes

EXHIBIT D BUDGET

Other: <div></div>						\$	-								\$	-					
SUBTOTAL						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Pre-Development / Bridge Financing																					
Bridge Loan Fees						\$	-								\$	-					
Bridge Loan Interest						\$	-								\$	-					
SUBTOTAL						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Construction Financing																					
Construction Loan Fees						\$	-								\$	-					
Construction Loan Expenses						\$	-								\$	-					
Construction Loan Legal						\$	-								\$	-					
Construction Period Interest						\$	-								\$	-					
Lease-up Period Interest						\$	-								\$	-					
SUBTOTAL						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Permanent Financing																					
Permanent Loan Fees						\$	1,947						\$	1,947		\$	-				
Permanent Loan Expenses						\$	-								\$	-					
Permanent Loan Legal						\$	-								\$	-					
LIHTC Fees						\$	-								\$	-					
LIHTC Legal						\$	-								\$	-					
LIHTC Owners Title Policy						\$	-								\$	-					
State HTF Fees						\$	-								\$	-					
Other: <div></div>						\$	-								\$	-					
SUBTOTAL						\$	1,947	\$	-	\$	-	\$	-	\$	-	\$	1,947	\$	-	\$	-
Capitalized Reserves																					
Operating Reserves						\$	-								\$	-					
Replacement Reserves						\$	-								\$	-					
Other: <div></div>						\$	-								\$	-					
SUBTOTAL						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Development Costs																					
Real Estate Tax						\$	-								\$	-					
Insurance						\$	-								\$	-					
Relocation (from Form 4)						\$	-								\$	-					
Bidding Costs						\$	-								\$	-					
Permits, Fees & Hookups						\$	-								\$	-					
Impact/Mitigation Fees						\$	-								\$	-					
Development Period Utilities						\$	-								\$	-					
Nonprofit Donation						\$	-								\$	-					
Accounting/Audit						\$	-								\$	-					
3 rd Party Certification of final development cost						\$	-								\$	-					
Marketing/Leasing Expenses						\$	-								\$	-					
Carrying Costs at Rent up/Lease Up Reserve						\$	-								\$	-					
SUBTOTAL						\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)																					
Issuer Fees & Related Expenses						\$	-								\$	-					
Bond Counsel						\$	-								\$	-					
Trustee Fees & Expenses						\$	-								\$	-					
Underwriter Fees & Counsel						\$	-								\$	-					
Placement Agent Fees & Counsel						\$	-								\$	-					
Borrower's Counsel - Bond Related						\$	-								\$	-					

EXHIBIT D BUDGET

Rating Agency																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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EXHIBIT D BUDGET

Form 6B: Development Budget Details

Instructions:

- For each cost item, explain the basis for the cost, when the estimate was made and identify who made the estimates.

Form 6B: Development Budget Details

Project Name: Scattered site affordable rental housing units

R E S I D E N T I A L		
Residential Total	Explanation (Be as specific as possible and include any deviations from the cost estimate)	

Acquisition Costs:

Land	\$ -	
Existing Structures	\$ 382,947	Purchase price of home
Liens	\$ -	
Closing, Title & Recording Costs	\$ 1,947	
Extension payment	\$ -	
Other	\$ 1,000	Lead based paint, asbestos and water testing, sewer or septic scoping

Construction:

Demolition	\$ -	
New Building	\$ -	
Rehabilitation	\$ 20,000	
Contractor Profit	\$ -	
Contractor Overhead	\$ -	
New Construction Contingency	\$ -	
Rehab Contingency	\$ -	
Accessory Building	\$ -	
Site Work / Infrastructure	\$ -	
Off site Infrastructure	\$ -	
Environmental Abatement - Building	\$ -	
Environmental Abatement - Land	\$ -	
Sales Tax	\$ -	
Bond Premium	\$ -	
Equipment and Furnishings	\$ -	
Other Construction Costs	\$ -	

Soft Costs:

Buyer's Appraisal	\$ -	
Market Study	\$ -	
Architect	\$ -	
Engineering	\$ -	
Environmental Assessment	\$ -	
Geotechnical Study	\$ -	
Boundary & Topographic Survey	\$ -	
Legal - Real Estate	\$ -	
Developer Fee	\$ -	
Project Management / Dev. Consultant Fees	\$ -	
Other Consultants	\$ -	
Soft Cost Contingency	\$ -	
Other	\$ -	

Pre-Development / Bridge Financing

EXHIBIT D BUDGET

Bridge Loan Fees	\$ -	
Bridge Loan Interest	\$ -	

Construction Financing		
Construction Loan Fees	\$ -	
Construction Loan Expenses	\$ -	
Construction Loan Legal	\$ -	
Construction Period Interest	\$ -	
Lease-up Period Interest	\$ -	

Permanent Financing		
Permanent Loan Fees	\$ 1,947	Mortgage (\$64,984)*.03
Permanent Loan Expenses	\$ -	
Permanent Loan Legal	\$ -	
LIHTC Fees	\$ -	
LIHTC Legal	\$ -	
LIHTC Owners Title Policy	\$ -	
State HTF Fees	\$ -	
Other	\$ -	

Capitalized Reserves		
Operating Reserves	\$ -	
Replacement Reserves	\$ -	
Other Reserves	\$ -	

Other Development Costs		
Real Estate Tax	\$ -	
Insurance	\$ -	
Relocation	\$ -	
Bidding Costs	\$ -	
Permits, Fees & Hookups	\$ -	
Impact/Mitigation Fees	\$ -	
Development Period Utilities	\$ -	
Nonprofit Donation	\$ -	
Accounting/Audit	\$ -	
3 rd Party Certification of final development cost	\$ -	
Marketing/Leasing Expenses	\$ -	
Carrying Costs at Rent up/ Lease Up Reserve	\$ -	

Bond Related Costs of Issuance (4% Tax Credit/Bond Projects Only)		
Issuer Fees & Related Expenses	\$ -	
Bond Counsel	\$ -	
Trustee Fees & Expenses	\$ -	
Underwriter Fees & Counsel	\$ -	
Placement Agent Fees & Counsel	\$ -	
Borrower's Counsel - Bond Related	\$ -	
Rating Agency	\$ -	

EXHIBIT E

Progress Report



CITY OF OLYMPIA
GRANT PROGRESS REPORT

EXHIBIT E

Report for quarter ending:

Year:

Reports are due on the last day of Apr., Jul., Oct., Jan.

Date:

NOTE: Any change to scope, schedule, and/or budget requires written pre-approval from the City of Olympia.

I. Project Information

Project Title /
Agreement #:

22-HFC-002

Lead Agency:

Project Scope:

II. Quarterly Progress Report / Narrative (Provide complete answers. Boxes will expand)

A. Describe progress over the last quarter and the current status of the project.

B. Describe upcoming activities.

C. Describe any risks to delivering the project within the approved scope, schedule, and/or budget, and how these risks are being addressed.

D. Describe project successes and/or other highlights not included above. Please attach any news releases, articles, or photos of your service in action or other documentation as appropriate.

Project Manager Certification (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)

Project Manager:

Date:

Project Manager Signature: _____

EXHIBIT F

**Invoice/Reimbursement
Request Form**



EXHIBIT F

CITY OF OLYMPIA

GRANT REIMBURSEMENT REQUEST FORM

Grant Number	22-HFC-002		
Agency (Name and complete address, including zip code)			
Tax ID #		Final Report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grant Period: From: To:		Reporting Period: From: To:	
TRANSACTIONS	PREVIOUSLY REPORTED	CURRENT PERIOD	CUMULATIVE
a. Personnel			
b. Fringe Benefits			
c. Travel			
d. Equipment			
e. Supplies			
f. Contractual Services/Indirect			
g. Other			
h. Total transactions (sum of lines a through g)			
i. Total funds authorized			
j. Balance (line i minus line h)			
Comments:			
Certification	I certify to the best of my knowledge and belief that this report is correct and complete and that all reported expenditures are for the purposes set forth in the award documents.		
Typed or Printed Name and Title		Telephone	
Signature of Authorized Certifying Official		Date Report Submitted	

EXHIBIT G

Statement of Compliance with Nondiscrimination

EXHIBIT G

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

Trudy Soucoup, Chief Executive Officer
Authorized Representative for Grantee

Date Signed

EXHIBIT H

Equal Benefits Compliance Declaration

EXHIBIT H
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Grantee listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Grantee as its Authorized Representative.

Trudy Soucoup, Chief Executive Officer
Authorized Representative for Grantee

Date Signed

EXHIBIT I

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

EXHIBIT I

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The undersigned hereby states that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency. Further, by signing this certification, the undersigned certifies that it has not, within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

The undersigned further certifies that it is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549, nor has it within a three-year period preceding the signing of this Grant Agreement had one or more public transactions (federal, State, or local) terminated for cause of default.

If the undersigned on behalf of the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant Agreement as an addendum, explaining the circumstances why it cannot so certify herein.

The undersigned agrees by signing this Certification that it shall not knowingly enter into any lower tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Grant, unless authorized by the City in writing. The undersigned further agrees by signing this Certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- A. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency.
- B. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation in writing to this Grant Agreement.
- C. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

Trudy Soucoup, Chief Executive Officer
Authorized Representative for Grantee

Date Signed

EXHIBIT J

Certification Regarding Lobbying

EXHIBIT J

CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when this Grant was authorized or executed. Submission of this certification is a prerequisite for making or entering into this Grant Agreement.

The undersigned certifies, to the best of his or her knowledge and belief, that;

A. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities" in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

D. The undersigned certifies that political activity of Grantee, or its employees and officers are limited by the provisions of the Fair Campaign Practices Act, Chapter 42.17A RCW. The undersigned further certifies that no Grant funds will be used for working for or against ballot measures or for or against the candidacy of any person for public office, or as otherwise prohibited by law or the rules and regulations of the Washington State Public Disclosure Commission. The undersigned further certifies that violation of this term is grounds for termination of the Grant by the City of Olympia.

Trudy Soucoup, Chief Executive Officer
Authorized Representative for Grantee

Date Signed

EXHIBIT K

Form of Restrictive Covenant

EXHIBIT K

(Form of Restrictive Covenant)

After Recording Return to:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Restrictive Covenant
Grantor:	Homes First , a Washington nonprofit corporation
Grantee:	City of Olympia , a Washington municipal corporation
Abbreviated Legal Description:	[INSERT ABBREVIATED LEGAL]
Assessor's Tax Parcel Number:	[INSERT TPN]

RESTRICTIVE COVENANT

As additional consideration to the City of Olympia for a HOME FUND grant award as provided in Grant Agreement No. 22-HFC-002 between the City of Olympia, a Washington municipal corporation, and Homes First, a Washington nonprofit corporation, Grantor and Grantee agree that the real property legally described as:

[INSERT LEGAL DESCRIPTION]

In Thurston County, Washington.

Subject to easements, restrictions, and reservations of record;

shall be held, transferred, sold, conveyed, leased, used and occupied in perpetuity subject to the following covenants and restrictions: The above legally described real property shall be solely used to provide affordable low-income housing and facilities providing housing-related services as provided in RCW 82.14.530, to those population groups whose income is at or below sixty percent (60%) of the adjusted median income of Thurston County, Washington, for (i) persons with mental illness; (ii) veterans of the armed forces of the United States of America; (iii) senior citizens; (iv) homeless, or at-risk of being homeless, families with children; (v) unaccompanied homeless youth or young adults; (vi) persons with disabilities; or (vii) domestic violence survivors, as now or hereafter lawfully amended, and for no other purpose except with the Grantee's express written consent and approval.

It is the express intent of the Grantor and Grantee that the provisions of the Restrictive Covenant stated herein shall be deemed to run with the land in perpetuity and shall pass to and be binding upon Grantor's successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators,

devisees, successors and assigns of any purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and any other person or entity having any right, title or interest therein.

It is further agreed by Grantor and Grantee, that Grantee shall have the right to enforce the aforesaid Restrictive Covenant running with the land in the Superior Court for Thurston County, by either a request for equitable relief or an action at law for damages, or by both such equitable relief and monetary damages, as permitted by the laws of the State of Washington.

GRANTOR, HOMES FIRST,
a Washington nonprofit corporation

Trudy Soucoup, Chief Executive Officer

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On the ____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Trudy Soucoup, to me known to be the Chief Executive Officer of Homes First, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned and on oath states that she is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of

Residing at _____

My appointment expires: _____

GRANTEE, CITY OF OLYMPIA,
a Washington municipal corporation

Accepted and approved:

Steven J. Burney, City Manager

Dated: _____

Approved as to form:

Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2022, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven J. Burney, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name

NOTARY PUBLIC in and for the State of Washington

Residing at _____

My appointment expires: _____