

the Borrower or for any amount which may become due to the Authority or its successor or for any obligation under the terms of this Note.

IN WITNESS WHEREOF, this Promissory Note is executed by Borrower, effective as of the date first written above.

BORROWER:

TWIN RIVERS PHASE 4, L.P., a California limited partnership

By: Twin Rivers Phase 4 MBS GP, Inc., a California corporation, its general partner

By: _____

Name: _____

Title: _____

EXHIBIT D

ASSIGNMENT AGREEMENT

**ASSIGNMENT OF COLLATERAL DOCUMENTS
Twin Rivers Housing Phase 4**

This Assignment of Collateral Documents (the "Assignment") is entered into as of _____, 2021, by and between the **HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, CALIFORNIA**, a public body, corporate and politic (the "Assignor") and **TWIN RIVERS PHASE 4, L.P.**, a limited partnership ("Assignee") with reference to the following facts:

RECITALS

Pursuant to the terms of that certain Predevelopment Loan Agreement dated of even date herewith, by and between Assignor and Assignee (the "Predevelopment Loan Agreement"), Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the assignment of Assignor's right, title, and interest in and under those agreements, contracts and other work product described below and incurred by Assignor in connection with the Development, as listed in Schedule I attached hereto, as the same may be amended from time to time.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

TERMS

1. **Assignment by Assignor.** Pursuant to Section 2.5 of the Predevelopment Loan Agreement, Assignor hereby assigns and delegates to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and obligations under the following, to the extent paid for from Loan funds:

(a) all architectural designs, construction, engineering and consulting contracts (including Development Contracts as defined in the Loan Agreement) and development agreements, and any and all amendments, modifications, supplements, addenda and general conditions thereto (collectively, the "Project Agreements") heretofore or hereafter entered into by Borrower and any Contractor (as defined below);

(b) all plans and specifications, shop drawings, working drawings, reports (including Development Reports as defined in the Predevelopment Loan Agreement), studies, amendments, modifications, changes, supplements, general conditions, addenda and work product thereto (collectively, the "Reports, Plans and Specifications") heretofore or hereafter prepared by Borrower or any Contractor;

(c) all land use approvals, conditional use permits, building permits and other governmental entitlements and approvals of any nature obtained for the Development (collectively, the "Land Use Approvals"); and

(d) all financing or other applications and all other tangible documents, except those of a proprietary or confidential nature ("General Documents").

For purposes of this Agreement, the term "Contractor" means any architect, contractor, engineer, consultant or other person or entity entering into Agreements with Borrower (other than attorney agreements for the provision of legal services) and/or preparing reports, plans and specifications or other documents for Borrower with respect to the Development. Such Project Agreements, Reports, Plans and Specifications, Land Use Approvals, and General Documents, shall hereinafter be collectively referred to as the "Collateral Documents". It is intended that all Collateral Documents funded with the Loan, whenever produced, be assigned through the Assignment to Assignee as security for the Loan. So long as there shall be no Event of Default under the Predevelopment Loan Documents, Assignor shall retain all obligations and rights under the Collateral Documents.

2. Purpose. This Assignment is made to secure: (i) payment to Assignee of all sums now or hereafter owing under the Note, dated concurrently herewith and made by Assignor to the order of Assignee, and any and all additional advances, modifications, extensions, renewals, and amendments thereof; and (ii) payment and performance by Assignor of all its obligations under the Predevelopment Loan Agreement.

3. No Assumption of Obligations. Assignee does not assume any of Assignor's obligations or duties under any Collateral Documents, including, but not limited to, the obligation to pay for the preparation of any Collateral Documents, until and unless Assignee exercises its rights under this Assignment.

4. Attorney-In-Fact. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, which power is coupled with an interest, so that Assignee shall have the right to demand, receive, and enforce any and all of Assignor's rights with respect to the Collateral Documents, and to perform any and all acts in the name of Assignor or in the name of Assignee with the same force and effect as if performed by Assignor in the absence of this Assignment, upon the occurrence of: (i) a Default by Assignor (after notice and opportunity to cure) or an event which, with notice or the passage of time or both, would constitute a Default under the Predevelopment Loan Agreement, or (ii) any termination of the Predevelopment Loan Agreement. Until such occurrences, Borrower will be entitled to exercise all rights pertaining to the Collateral Documents.

5. No Previous Assignment. Assignor represents and warrants to Assignee that no previous assignment(s) of its right or interest in or to the Collateral Documents has or have been made, and Assignor agrees not to assign, sell, pledge, transfer, mortgage, or hypothecate its right or interest therein (without the written approval of Assignee's Executive Director) so long as Assignee holds or retains any security interest under the Predevelopment Loan Agreement.

6. **Governing Law.** This Assignment is to be governed by the laws of the State of California, except to the extent that federal law preempts the laws of the State of California. Assignor consents to the jurisdiction of any federal or state court within the State of California having proper venue for the filing and maintenance of any action arising hereunder and agrees that the prevailing party in any such action will be entitled, in addition to any other recovery, to reasonable attorneys' fees and costs.

7. **Binding Upon Successors and Assigns.** This Assignment is binding upon and will inure to the benefit of the heirs, legal representatives, successors-in-interest, and assigns of Assignor and Assignee; provided, however, this Section 7 may not be construed and is not intended to waive the restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation, or encumbrance by Assignor contained in the Predevelopment Loan Agreement.

8. **Capitalized Terms.** Capitalized terms used but not defined in this Assignment have the meanings set forth in the Predevelopment Loan Agreement.

9. **Headings.** Section headings contained in this Assignment are inserted as a matter of convenience and for ease of reference only and will be disregarded for all other purposes, including the construction or enforcement of this Assignment or any of its provisions.

10. **Termination.** This Assignment will terminate, and the lien of the Assignee under this Assignment will be released upon the Assignor's repayment in full of the Predevelopment Loan or termination of the Predevelopment Loan pursuant to Section 6.5 of the Predevelopment Loan Agreement.

11. **Counterparts.** This Assignment may be executed in counterparts by the Parties hereto, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE.

WHEREAS, this Assignment has been entered into and made effective by the undersigned as of the dates first above written.

ASSIGNEE

TWIN RIVERS PHASE 4, L.P., a California limited partnership

By: Twin Rivers Phase 4 MBS GP, Inc., a California corporation, its general partner

By: _____
Name: _____
Title: _____

ASSIGNOR

HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO, a public body, corporate and politic

By: _____
Name: _____
Title: _____

SCHEDULE I

SVA Architects	10/2/20
G&W Engineering	11/11/20
Cushman & Wakefield	1/6/20
Newport Realty Advisors	1/8/20

October 20, 2020

Daniel Falcon, Managing Director
McCormack Baron Salazar, Inc.
117 S. Boyle Avenue, Mgmt. Office
Los Angeles, CA 90033

Re: Conditional Funding Commitment for Mirasol Village Block C (Phase 3)

Dear Mr. Falcon:

On behalf of the Sacramento Housing and Redevelopment Agency (Agency), we are pleased to advise you of its commitment of permanent loan funds (Loan) in an amount not to exceed \$3,038,000 in Choice Neighborhoods Implementation (CNI) funds for the purpose of financing the development of that certain real property known as Mirasol Village Block C (Phase 3) located 320 Dos Rios Street, Sacramento, California (Property). The Agency's decision is based on representations and information supplied by McCormack Baron Salazar, Inc. in its capacity as Housing Lead and Master Developer. If these representations and information change in a material manner without written approval of the Agency, this commitment is void. Agency's obligation to make the Loan is subject to the satisfaction of all the following terms and conditions and Borrower's execution of documentation that is in a form and in substance satisfactory to the Agency.

The Loan shall be made on standard Agency loan documents. Loan terms not included in this funding commitment shall be included in the final loan documents without additional environmental review and governing board approval. In the event of any discrepancies between terms stated in this commitment and the loan documents, the terms stated in the loan commitment letter shall be deemed to be terms of this commitment.

Unless otherwise agreed in writing by the Agency in exercise of its absolute discretion, the following shall be considered conditions to Agency approval of a financing commitment. The Agency may, in exercise of its absolute discretion, modify its requirements upon written notice to Borrower given at least sixty (60) days prior to close of escrow for the Property.

This commitment will expire April 30, 2022.

1. **PROJECT DESCRIPTION:** Twin Rivers (Mirasol Village) Phase 3 (Project) is a new construction, mixed-income housing development. The Project is the third phase of development for the multi-phased, Twin Rivers public housing redevelopment project. The Project will include multifamily apartment, townhome, and garden-style walk-up buildings located on a City block (Block C). In addition to a maximum of 74 on-grade parking spaces, the Project will consist of a total of seven residential buildings that will include a minimum of 84 rental housing units. The housing units will be 1-4 bedrooms in size and include a minimum of 46 replacement housing units in accordance with the

HUD-approved replacement housing plan for the Project. The Project will also contain several outdoor amenities including tot lots, barbeque areas, and bike or car share.

2. **BORROWER:** The name of the Borrower for the Loan is Twin Rivers Phase 3, L.P., a California limited partnership with McCormack Baron Salazar, Inc., or related entity as the lead development partner.
3. **PURPOSE OF LOAN:** The Loan is to be used by Borrower solely to pay the costs of development of the Project and for such other purposes as Agency expressly agrees to in the loan agreement for the Loan, as well as in such other agreements as may be generally required by the Agency for the use of the funding source for the Loan.
4. **PRINCIPAL AMOUNT:** The principal amount of the Loan will be a maximum of Three Million Thirty-Eight Thousand Dollars (\$3,038,000) or such lesser amount as may be needed and as determined by Borrower and approved by Agency prior to close of the Loan.
5. **TERM OF LOAN:** The Loan shall mature up to 55 years from the date of completion of construction, at which point any and all unpaid principal and interest on the loan will be due and payable. Final maturity date will be determined by impact of terms and conditions of other sources of financing approved for the Project.
6. **INTEREST RATE:** The Loan will bear simple interest at four percent (4%) per annum. Interest shall be calculated on a 365-day year, actual days elapsed basis.
7. **ANNUAL REPAYMENT:** Annual principal and interest payments shall be made according to the structured payment schedule contained in the final Loan Agreement and as calculated to achieve a minimum annual debt service coverage ratio of 1.2:1. Payments shall be applied first to outstanding interest accrued and unpaid and then to principal. All outstanding principal and interest is due and payable on the maturity date. Notwithstanding the preceding payment schedule, no payments shall be required on this Loan until the full balance of principal and interest on the proposed capitalized ground lease made by the Housing Authority of the County of Sacramento to Borrower pursuant to the Master Development Agreement is paid in full.
8. **SOURCE OF LOAN FUNDS:**
Agency is making the Loan from Choice Neighborhoods Implementation (CNI) grant funds and is subject to all of the requirements related to the use of these funds, whether Agency requirements or otherwise. This Loan is conditioned upon Borrower's acceptance of Agency requirements and conditions related to its lending programs and funding sources, including among others the required forms of agreements for the Loan; the requirements for covenants, conditions and restrictions upon the Property; and insurance and indemnity requirements.

Borrower acknowledges that, as a condition of the Agency's making of the Loan, the Property will be subject to restrictions on future sales and rentals which may result

in less income to Borrower than could otherwise be realized, and that such restrictions run with the land, and during their operational term, will bind all successors in interest.

_____ **(Borrower Initial)**

9. **ACCELERATION**: Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.
10. **SECURITY**: The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a lien upon the Property and Improvements subject only to additional liens senior to the Agency's lien securing loans needed for the Project and such other liens or items as the Agency may approve in writing prior to close. The Loan shall also be secured by security agreements where required. The Agency may agree to subordinate said deed of trust in order to accommodate completion of construction of the Project.
11. **LEASE AND RENTAL SCHEDULE**: All leases of the Property and Improvements shall be subject to Agency review and approval prior to execution. Borrower shall not deviate from the rental schedule presented in Borrower's application for the Loan without Agency's prior written approval provided, however, that such approval shall not be required for annual adjustments to rental rates as permitted by the California Tax Credit Allocation Committee.
12. **PROOF OF EQUITY**: Borrower shall provide proof of equity for the Property and Improvements in the amount of no less than stated in Borrower's request for the Loan. Proof of equity will generally be in the form of verified low income housing tax credit equity and deferred developer fee. If the final equity contribution is less than that as anticipated, the difference in equity must be offset by an increase in the deferred developer fee.
13. **OTHER FINANCING**: Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:
 - (a) As a condition precedent to disbursement of the Agency loan, construction financing from private lender(s) in an amount(s) sufficient to complete construction of the Project according to a Scope of Work as approved by Agency (Construction Financing). The term of Construction Financing must not be less than that specified in the Schedule of Performances for completion of construction and in any event not less than the time necessary to fulfill all conditions precedent to funding of the permanent financing.

- (b) Commitments for permanent financing sufficient to “take out” all Construction Financing liens senior to the Agency’s lien.
- (c) Such commitments for construction and permanent financing shall not require modification of Agency loan documents, or any term of this commitment letter.
- (d) Such commitments shall not be based upon sources and uses of Project funds that are different from those approved by Agency for the project or be subject to conditions which require amendment of Agency documents or other agreements.
14. **EVIDENCE OF FUNDS:** Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Borrower equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency's contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.
15. **SOILS AND TOXIC REPORTS:** Borrower will submit to the Agency a hazardous substances report made in accordance with the American Society for Testing and Materials "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process" (Designation E1527-13) prepared by a licensed or registered environmental engineer or other qualified party prior to Loan closing. Borrower must, as a condition of disbursement of Loan funds, give assurances satisfactory to the Agency that hazardous materials are not present on the Property or that any hazardous materials on the Property will be remediated and that no further remediation is then required by the environmental agency having responsibility for monitoring such remediation.
16. **LOAN IN BALANCE:** Borrower will be required to maintain the Loan "in balance" at all times. The Loan is "in balance" whenever the amount of the undisbursed Loan funds, the remaining sums to be provided by the Borrower and the loan funds from other project lenders or the equity investor are sufficient, in the sole judgement of the Agency, to pay for the remainder of the work to be done on the project as required by written agreement with the Agency. Should the Agency determine that the Loan is not "in balance" the Agency may declare the Loan to be in default.
17. **PLANS AND SPECIFICATION:** Final plans and specifications, if any, for the project must be in accord with the approved proposal. Final plans and specifications will be subject to Agency's final approval prior to the disbursal of Agency Loan funds. Borrower must obtain Agency's prior written consent to any change in the approved plans and specifications or any material deviation in construction of the project. The final plans shall incorporate all related mitigation measures as required in the Mitigation Monitoring and Reporting Program of Twin Rivers (Mirasol Village) Transit Oriented Development and Light Rail Station Project as may applicable to Twin Rivers (Mirasol Village) Phase 3, environmental conditions required, if any, for compliance with approvals under CEQA, and/or NEPA, or the U.S. Department of Housing and Urban Development as conditions of approval of the project.

18. **ARCHITECTURAL AGREEMENT:** The architectural agreement (Agreement), if any, for the preparation of the plans and specifications and other services shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.
19. **CONSTRUCTION CONTRACT:** The construction contract (Contract), if any, and any change orders issued thereunder, and the contractor (Contractor) to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency may require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
20. **RETENTION AMOUNT:** The Agency shall retain ten percent (10.0%) of each construction disbursement as retention, not to exceed a total of ten percent (10.0%) of the total amount of the Loan.
21. **COST BREAKDOWN:** Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the Project, which breakdown conforms to the project plans and specification and the approved budget for the Project. Borrower shall also deliver a list of all contractors and subcontractors to be employed in connection with the construction of the Improvements. If required by the Agency, Borrower shall also submit copies of all bids received for each item of work to be performed as well as copies of executed contracts and subcontracts with acceptable bidders.

All contracts, subcontracts, contractors, and subcontractors shall be subject to Agency's approval prior to close of the Loan. Agency also reserves the right to require performance and material payment bonds on any or all contractors, or in lieu of bond a letter of credit acceptable to Agency.

Agency shall make disbursements of the Loan based on a cost breakdown that lists line items in cost categories. Agency shall require that Borrower provide documentation supporting all requests for disbursement of Loan funds, including proof of work done and actual expenditure. Agency shall conduct inspections of the Property to assure that the work was done before making a disbursement.

22. **COST SAVINGS:** At completion of construction, Borrower shall submit to Agency a cost certification prepared by a qualified, independent auditor acceptable to Agency which shall indicate the amounts actually spent for each item in the cost breakdown and shall indicate the final sources of funding. If there is an aggregate savings, in the total of all such cost breakdown items from the cost breakdown items in the original budget approved by the Agency, after adjusting for any decrease in any funding source including any loss of any equity investment due to an adjustment in the allowable tax credits, the Agency shall withhold for itself fifty percent (50%) of such savings from the amount of retention then held by the Agency and the Loan balance shall be reduced by the amount

so withheld. The Agency, in its sole discretion, shall determine any reduction and/or repayment of the Agency loan based upon this cost certification and the original approved budget for the project.

23. **START OF CONSTRUCTION:** Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than sixty (60) days following the close of construction financing.
24. **COMPLETION OF CONSTRUCTION:** Borrower shall complete the construction of the Improvements no later than 24 months following the close of construction financing.
25. **SECURITY CAMERAS AND OUTSIDE LIGHTING:** Project shall include installation of a security camera system, exterior lighting, and security patrols, all as approved by the Agency.
26. **INSURANCE PROVIDER:** Each policy of insurance required under the Loan shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII, which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Lender's legal counsel.
27. **HAZARD INSURANCE:** Borrower shall procure and maintain fire and extended coverage insurance and during construction Builder's Risk completed value insurance in a form and substance approved by Agency. Coverage shall be for protection against loss of, or damage to the Improvements or materials for their construction to their full insurable value. Borrower shall also procure and maintain insurance against specific hazards affecting Agency's security for the Loan as may be required by Agency, governmental regulations, or any permanent lender. All such policies shall contain a standard mortgagee loss payable clause in favor of Agency. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000.00).
28. **PUBLIC LIABILITY AND OTHER INSURANCE:** Borrower must procure and maintain public liability and property damage insurance (with Agency named as additional insured) in a form approved by Agency. Coverage must be approved by Agency and must be in at least the following limits of liability: (1) Commercial General Liability insurance in Insurance Services Office (ISO) policy form CG 00 01 Commercial General Liability (Occurrence) or better with limits of liability, which are not less than \$1,000,000, per occurrence limit; \$5,000,000 general aggregate limit, and \$5,000,000 products and completed operations aggregate limit, all per location of the Project; (2) Property damage liability of \$1,000,000 each occurrence, \$1,000,000 single limit and \$1,000,000 aggregate; (3) Contractual liability for Bodily Injury of \$1,000,000 each occurrence, for Property Damage of \$1,000,000 each occurrence and \$1,000,000 aggregate, and Personal Injury with Employment Exclusion Deleted of \$1,000,000 aggregate; and (4) Comprehensive Automobile Liability for any vehicle used for or in connection with the Work of \$1,000,000. The insurance required shall be written with a

deductible of not more than TEN THOUSAND DOLLARS (\$10,000). Borrower must also procure and maintain workers' compensation and all other insurance required under applicable law, as required by law and as approved by Agency.

29. **TITLE INSURANCE:** Borrower must procure and deliver to Agency an ALTA Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to CLTA endorsement nos. 100, 116, and 102.5/102.7 insuring Agency in an amount equal to the principal amount of the Loan, that Agency's Deed of Trust constitutes a third lien or charge upon the Property and Improvements subject only to such items as shall have been approved by Agency. There must be no exceptions permitted for mechanic's liens. Title insurance for the Loan must be issued by a title insurer approved by Agency.
30. **ORGANIZATIONAL AGREEMENTS:** Borrower must submit to Agency certified copies of all of Borrower's organizational documents, including all amendments, modifications or terminations: if a corporation, Borrower's Articles of Incorporation and By-Laws; if a partnership, its Partnership Agreement and, as applicable, Certificate of Limited Partnership or Statement of Partnership; if a Limited Liability Company, its Articles of Organization and its Operating Agreement; and in all cases with all exhibits and amendments to such documents, fictitious business name statements, other related filings or recorded documents and such related documents as Agency may request. If it is a corporation, Borrower must submit a corporate borrowing resolution referencing this Loan. If Borrower is other than a corporation, Borrower must submit such proof of authority to enter this Loan as may be required under the organizational documents.
31. **PURCHASE OR LEASE OF PROPERTY:** Borrower shall provide Agency with copies of all documents relating to Borrower's ownership interest in the Property.
32. **FINANCIAL INFORMATION:** During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information and operating statements with respect to the Property management, as Agency may request.
33. **MANAGEMENT AGREEMENT:** Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval.
34. **RESIDENT SERVICES AGREEMENT:** Prior to execution, Borrower must submit to Agency an agreement providing for the resident services by a third party which agreement is subject to Agency Approval.

35. LOW INCOME HOUSING TAX CREDITS (LIHTC): Borrower represents that as a condition of closing this Loan it is applying for an allocation of LIHTC's and agrees to perform all actions and meet all requirements to maintain the LIHTC allocation if granted.
36. SMOKE-FREE ENVIRONMENT: At least 50% of the buildings but no less than 50% of the units must be smoke free. All indoor common areas must be smoke-free.
37. DOCUMENTATION: This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
38. CONSISTENCY OF DOCUMENTS: As a material obligation under this commitment letter, Borrower shall assure that the loan documents for the Project are consistent with lender's commitment approved by the Agency and comply with same.
39. CHANGES OR AMENDMENTS: No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
40. ACCEPTANCE OF THIS COMMITMENT: Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this commitment at any time prior to Borrower's acceptance.

Sincerely,

La Shelle Dozier
Executive Director

The undersigned acknowledges and accepts the foregoing Commitment and its terms and conditions.

BORROWER:
Twin Rivers Phase 3 L.P., a California limited partnership
By: McCormack Baron Salazar, Inc., or related entity

By: _____
Daniel Falcon, Managing Director



December 10, 2021

Dan Falcon, Managing Director
720 Olive Street, Suite 2500
St. Louis, Missouri 63101

Re: Conditional Funding Commitment for Mirasol Village Block D (Phase 4)

Dear Mr. Falcon:

On behalf of the Sacramento Housing and Redevelopment Agency (Agency), we are pleased to advise you of its commitment of permanent loan funds (Loan) in an amount not to exceed \$2,000,000 in Choice Neighborhoods Implementation (CNI) funds for the purpose of financing the development of that certain real property known as Mirasol Village Block D (Phase 4) located 1381 Swallowtail Ave, Sacramento, California (Property). The Agency's decision is based on representations and information supplied by McCormack Baron Salazar, Inc. in its capacity as Housing Lead and Master Developer. If these representations and information change in a material manner without written approval of the Agency, this commitment is void. Agency's obligation to make the Loan is subject to the satisfaction of all the following terms and conditions and Borrower's execution of documentation that is in a form and in substance satisfactory to the Agency.

The Loan shall be made on standard Agency loan documents. Loan terms not included in this funding commitment shall be included in the final loan documents without additional environmental review and governing board approval. In the event of any discrepancies between terms stated in this commitment and the loan documents, the terms stated in the loan commitment letter shall be deemed to be terms of this commitment.

Unless otherwise agreed in writing by the Agency in exercise of its absolute discretion, the following shall be considered conditions to Agency approval of a financing commitment. The Agency may, in exercise of its absolute discretion, modify its requirements upon written notice to Borrower given at least sixty (60) days prior to close of escrow for the Property.

This commitment will expire September 30, 2022.

1. **PROJECT DESCRIPTION:** Twin Rivers (Mirasol Village) Phase 4 (Project) is a new construction, mixed-income housing development. The Project is the third phase of development for the multi-phased, Twin Rivers public housing redevelopment project. The Project will include multifamily apartment, townhome, and garden-style walk-up buildings located on a City block (Block D). In addition to a maximum of 9 on-grade parking spaces, the Project will consist of a total of seven residential buildings that will include a minimum of 116 rental housing units. The housing units will be 1-4 bedrooms in size and include a minimum of 47 replacement housing units in accordance with the HUD-approved replacement housing plan for the Project. The Project will also contain several outdoor amenities including tot lots, barbeque areas, and bike or car share.

2. **BORROWER:** The name of the Borrower for the Loan is Twin Rivers Phase 4, L.P., a California limited partnership with McCormack Baron Salazar, Inc., or related entity as the lead development partner.
3. **PURPOSE OF LOAN:** The Loan is to be used by Borrower solely to pay the costs of development of the Project and for such other purposes as Agency expressly agrees to in the loan agreement for the Loan, as well as in such other agreements as may be generally required by the Agency for the use of the funding source for the Loan.
4. **PRINCIPAL AMOUNT:** The principal amount of the Loan will be a maximum of Two Million Dollars (\$2 000,000) or such lesser amount as may be needed and as determined by Borrower and approved by Agency prior to close of the Loan.
5. **TERM OF LOAN:** The Loan shall mature up to 55 years from the date of completion of construction, at which point any and all unpaid principal and interest on the loan will be due and payable. Final maturity date will be determined by impact of terms and conditions of other sources of financing approved for the Project.
6. **INTEREST RATE:** The Loan will bear simple interest at four percent (4%) per annum. Interest shall be calculated on a 365-day year, actual days elapsed basis.
7. **ANNUAL REPAYMENT:** Annual principal and interest payments shall be made according to the structured payment schedule contained in the final Loan Agreement and as calculated to achieve a minimum annual debt service coverage ratio of 1.2:1. Payments shall be applied first to outstanding interest accrued and unpaid and then to principal. All outstanding principal and interest is due and payable on the maturity date. Notwithstanding the preceding payment schedule, no payments shall be required on this Loan until the full balance of principal and interest on the proposed capitalized ground lease made by the Housing Authority of the County of Sacramento to Borrower pursuant to the Master Development Agreement is paid in full.
8. **SOURCE OF LOAN FUNDS:**
Agency is making the Loan from Choice Neighborhoods Implementation (CNI) grant funds and is subject to all of the requirements related to the use of these funds, whether Agency requirements or otherwise. This Loan is conditioned upon Borrower's acceptance of Agency requirements and conditions related to its lending programs and funding sources, including among others the required forms of agreements for the Loan; the requirements for covenants, conditions and restrictions upon the Property; and insurance and indemnity requirements.

Borrower acknowledges that, as a condition of the Agency's making of the Loan, the Property will be subject to restrictions on future sales and rentals which may result in less income to Borrower than could otherwise be realized, and that such restrictions run with the land, and during their operational term, will bind all successors in interest.

_____ **(Borrower Initial)**

9. **ACCELERATION:** Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.



10. **SECURITY:** The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a lien upon the Property and Improvements subject only to additional liens senior to the Agency's lien securing loans needed for the Project and such other liens or items as the Agency may approve in writing prior to close. The Loan shall also be secured by security agreements where required. The Agency may agree to subordinate said deed of trust in order to accommodate completion of construction of the Project.
11. **LEASE AND RENTAL SCHEDULE:** All leases of the Property and Improvements shall be subject to Agency review and approval prior to execution. Borrower shall not deviate from the rental schedule presented in Borrower's application for the Loan without Agency's prior written approval provided, however, that such approval shall not be required for annual adjustments to rental rates as permitted by the California Tax Credit Allocation Committee.
12. **PROOF OF EQUITY:** Borrower shall provide proof of equity for the Property and Improvements in the amount of no less than stated in Borrower's request for the Loan. Proof of equity will generally be in the form of verified low income housing tax credit equity and deferred developer fee. If the final equity contribution is less than that as anticipated, the difference in equity must be offset by an increase in the deferred developer fee.
13. **OTHER FINANCING:** Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:
- (a) As a condition precedent to disbursement of the Agency loan, construction financing from private lender(s) in an amount(s) sufficient to complete construction of the Project according to a Scope of Work as approved by Agency (Construction Financing). The term of Construction Financing must not be less than that specified in the Schedule of Performances for completion of construction and in any event not less than the time necessary to fulfill all conditions precedent to funding of the permanent financing.
 - (b) Commitments for permanent financing sufficient to "take out" all Construction Financing liens senior to the Agency's lien.
 - (c) Such commitments for construction and permanent financing shall not require modification of Agency loan documents, or any term of this commitment letter.
 - (d) Such commitments shall not be based upon sources and uses of Project funds that are different from those approved by Agency for the project or be subject to conditions which require amendment of Agency documents or other agreements.
14. **EVIDENCE OF FUNDS:** Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Borrower equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency's contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.
15. **SOILS AND TOXIC REPORTS:** Borrower will submit to the Agency a hazardous substances report made in accordance with the American Society for Testing and Materials "Standard



Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process" (Designation E1527-13) prepared by a licensed or registered environmental engineer or other qualified party prior to Loan closing. Borrower must, as a condition of disbursement of Loan funds, give assurances satisfactory to the Agency that hazardous materials are not present on the Property or that any hazardous materials on the Property will be remediated and that no further remediation is then required by the environmental agency having responsibility for monitoring such remediation.

16. **LOAN IN BALANCE:** Borrower will be required to maintain the Loan "in balance" at all times. The Loan is "in balance" whenever the amount of the undisbursed Loan funds, the remaining sums to be provided by the Borrower and the loan funds from other project lenders or the equity investor are sufficient, in the sole judgement of the Agency, to pay for the remainder of the work to be done on the project as required by written agreement with the Agency. Should the Agency determine that the Loan is not "in balance" the Agency may declare the Loan to be in default.
17. **PLANS AND SPECIFICATION:** Final plans and specifications, if any, for the project must be in accord with the approved proposal. Final plans and specifications will be subject to Agency's final approval prior to the disbursal of Agency Loan funds. Borrower must obtain Agency's prior written consent to any change in the approved plans and specifications or any material deviation in construction of the project. The final plans shall incorporate all related mitigation measures as required in the Mitigation Monitoring and Reporting Program of Twin Rivers (Mirasol Village) Transit Oriented Development and Light Rail Station Project as may applicable to Twin Rivers (Mirasol Village) Phase 4, environmental conditions required, if any, for compliance with approvals under CEQA, and/or NEPA, or the U.S. Department of Housing and Urban Development as conditions of approval of the project.
18. **ARCHITECTURAL AGREEMENT:** The architectural agreement (Agreement), if any, for the preparation of the plans and specifications and other services shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.
19. **CONSTRUCTION CONTRACT:** The construction contract (Contract), if any, and any change orders issued thereunder, and the contractor (Contractor) to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency may require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
20. **RETENTION AMOUNT:** The Agency shall retain ten percent (10.0%) of each construction disbursement as retention, not to exceed a total of ten percent (10.0%) of the total amount of the Loan.
21. **COST BREAKDOWN:** Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the Project, which breakdown conforms to the project plans and specification and the approved budget for the Project. Borrower shall also deliver a list of all contractors and subcontractors to be employed in connection with the construction of the Improvements. If required by the Agency, Borrower shall also submit copies of all bids received for each item of work to be performed as well as copies of executed contracts and subcontracts with acceptable bidders.



All contracts, subcontracts, contractors, and subcontractors shall be subject to Agency's approval prior to close of the Loan. Agency also reserves the right to require performance and material payment bonds on any or all contractors, or in lieu of bond a letter of credit acceptable to Agency.

Agency shall make disbursements of the Loan based on a cost breakdown that lists line items in cost categories. Agency shall require that Borrower provide documentation supporting all requests for disbursement of Loan funds, including proof of work done and actual expenditure. Agency shall conduct inspections of the Property to assure that the work was done before making a disbursement.

22. **COST SAVINGS:** At completion of construction, Borrower shall submit to Agency a cost certification prepared by a qualified, independent auditor acceptable to Agency which shall indicate the amounts actually spent for each item in the cost breakdown and shall indicate the final sources of funding. If there is an aggregate savings, in the total of all such cost breakdown items from the cost breakdown items in the original budget approved by the Agency, after adjusting for any decrease in any funding source including any loss of any equity investment due to an adjustment in the allowable tax credits, the Agency shall withhold for itself fifty percent (50%) of such savings from the amount of retention then held by the Agency and the Loan balance shall be reduced by the amount so withheld. The Agency, in its sole discretion, shall determine any reduction and/or repayment of the Agency loan based upon this cost certification and the original approved budget for the project.
23. **START OF CONSTRUCTION:** Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than sixty (60) days following the close of construction financing.
24. **COMPLETION OF CONSTRUCTION:** Borrower shall complete the construction of the Improvements no later than 24 months following the close of construction financing.
25. **SECURITY CAMERAS AND OUTSIDE LIGHTING:** Project shall include installation of a security camera system, exterior lighting, and security patrols, all as approved by the Agency.
26. **INSURANCE PROVIDER:** Each policy of insurance required under the Loan shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII, which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Lender's legal counsel.
27. **HAZARD INSURANCE:** Borrower shall procure and maintain fire and extended coverage insurance and during construction Builder's Risk completed value insurance in a form and substance approved by Agency. Coverage shall be for protection against loss of, or damage to the Improvements or materials for their construction to their full insurable value. Borrower shall also procure and maintain insurance against specific hazards affecting Agency's security for the Loan as may be required by Agency, governmental regulations, or any permanent lender. All such policies shall contain a standard mortgagee loss payable clause in favor of Agency. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000.00).
28. **PUBLIC LIABILITY AND OTHER INSURANCE:** Borrower must procure and maintain public liability and property damage insurance (with Agency named as additional insured) in a form



approved by Agency. Coverage must be approved by Agency and must be in at least the following limits of liability: (1) Commercial General Liability insurance in Insurance Services Office (ISO) policy form CG 00 01 Commercial General Liability (Occurrence) or better with limits of liability, which are not less than \$1,000,000, per occurrence limit; \$5,000,000 general aggregate limit, and \$5,000,000 products and completed operations aggregate limit, all per location of the Project; (2) Property damage liability of \$1,000,000 each occurrence, \$1,000,000 single limit and \$1,000,000 aggregate; (3) Contractual liability for Bodily Injury of \$1,000,000 each occurrence, for Property Damage of \$1,000,000 each occurrence and \$1,000,000 aggregate, and Personal Injury with Employment Exclusion Deleted of \$1,000,000 aggregate; and (4) Comprehensive Automobile Liability for any vehicle used for or in connection with the Work of \$1,000,000. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000). Borrower must also procure and maintain workers' compensation and all other insurance required under applicable law, as required by law and as approved by Agency.

29. **TITLE INSURANCE:** Borrower must procure and deliver to Agency an ALTA Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to CLTA endorsement nos. 100, 116, and 102.5/102.7 insuring Agency in an amount equal to the principal amount of the Loan, that Agency's Deed of Trust constitutes a third lien or charge upon the Property and Improvements subject only to such items as shall have been approved by Agency. There must be no exceptions permitted for mechanic's liens. Title insurance for the Loan must be issued by a title insurer approved by Agency.
30. **ORGANIZATIONAL AGREEMENTS:** Borrower must submit to Agency certified copies of all of Borrower's organizational documents, including all amendments, modifications or terminations: if a corporation, Borrower's Articles of Incorporation and By-Laws; if a partnership, its Partnership Agreement and, as applicable, Certificate of Limited Partnership or Statement of Partnership; if a Limited Liability Company, its Articles of Organization and its Operating Agreement; and in all cases with all exhibits and amendments to such documents, fictitious business name statements, other related filings or recorded documents and such related documents as Agency may request. If it is a corporation, Borrower must submit a corporate borrowing resolution referencing this Loan. If Borrower is other than a corporation, Borrower must submit such proof of authority to enter this Loan as may be required under the organizational documents.
31. **PURCHASE OR LEASE OF PROPERTY:** Borrower shall provide Agency with copies of all documents relating to Borrower's ownership interest in the Property.
32. **FINANCIAL INFORMATION:** During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information and operating statements with respect to the Property management, as Agency may request.



33. **MANAGEMENT AGREEMENT:** Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval.
34. **RESIDENT SERVICES AGREEMENT:** Prior to execution, Borrower must submit to Agency an agreement providing for the resident services by a third party which agreement is subject to Agency Approval.
35. **LOW INCOME HOUSING TAX CREDITS (LIHTC):** Borrower represents that as a condition of closing this Loan it is applying for an allocation of LIHTC's and agrees to perform all actions and meet all requirements to maintain the LIHTC allocation if granted.
36. **SMOKE-FREE ENVIRONMENT:** At least 50% of the buildings but no less than 50% of the units must be smoke free. All indoor common areas must be smoke-free.
37. **DOCUMENTATION:** This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
38. **CONSISTENCY OF DOCUMENTS:** As a material obligation under this commitment letter, Borrower shall assure that the loan documents for the Project are consistent with lender's commitment approved by the Agency and comply with same.
39. **CHANGES OR AMENDMENTS:** No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
40. **ACCEPTANCE OF THIS COMMITMENT:** Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this commitment at any time prior to Borrower's acceptance.

Sincerely,

La Shelle Dozier
Executive Director

The undersigned acknowledges and accepts the foregoing Commitment and its terms and conditions.

BORROWER:

Twin Rivers Phase 4 L.P., a California limited partnership
By: Twin Rivers Phase 4 MBS GP, Inc., a California corporation

By: _____
Daniel Falcon, Managing Director



December 1, 2021



Sacramento Housing and Redevelopment Commission
Sacramento, California

Honorable Members in Session:

**SUBJECT Approval of 2022 Sacramento Housing and Redevelopment Agency's
Maintenance and Agency Schedules of Fees and Charges**

RECOMMENDATION

Staff recommends adoption of the attached resolution which approves the 2022 Sacramento Housing and Redevelopment Agency's Maintenance and Agency Schedules of Fees and Charges.

CONTACT PERSONS

Maya Jacobs, Director, Property Management, 916-449-6228
Patricia Simpson, Management Analyst, 916-440-1347

SUMMARY

This report recommends additions and revisions to the:

- 1) Agency Schedule of Fees and Charges;
- 2) Maintenance Schedule of Fees and Charges (Schedules) for the Sacramento Housing and Redevelopment Agency. The proposed updated Schedules are intended to recover the actual costs incurred for materials and services performed.

BACKGROUND

The Agency first implemented a Schedule of Fees and Charges (Schedule) in 1983. The Schedule has been revised in subsequent years to reflect additions, deletions and increases to the prior schedule. The most recent update to the Schedule was in 2020 for the 2021 calendar year.

FINANCIAL CONSIDERATIONS

The proposed changes will have a minor financial impact on the Agency. The primary purpose of the proposed actions is to:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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December 1, 2021
Page 2

- identify fees to potential users of Agency services;
- standardize fees to the greatest extent possible; and
- charge fees to cover the cost of providing services

The fees and charges in the Schedule are intended solely to recover the Agency's actual costs in providing services. There is no change to the adopted budget.

POLICY CONSIDERATIONS

There are no policy changes recommended in this report.

ENVIRONMENTAL REVIEW

The proposed action does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CCR) §15378(b)(4), and is an exempt activity under the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3).

M/WBE AND SECTION 3 CONSIDERATIONS

The items discussed in this report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements.

Respectfully submitted,


LA SHELLÉ DOZIER
Executive Director

Attachments

1. SHRC Resolution
2. 2022 Sacramento Housing and Redevelopment Agency Schedule of Fees and Charges
3. 2022 Housing Authority Maintenance Schedule of Fees and Charges

RESOLUTION NO. SHRC-1201-02

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

December 1, 2021

2022 SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND HOUSING AUTHORITY MAINTENANCE FEES AND CHARGES SCHEDULE

WHEREAS, the schedules of fees and charges were first implemented by the Sacramento Housing and Redevelopment Agency (Agency) in 1983. It has been revised in subsequent years to reflect additions, deletions, and increases to previous versions.

WHEREAS, the proposed action does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations (CCR) §15378(b)(4), and is an exempt activity under the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3).

BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1: The schedules of fees and charges for the Agency, as set forth in Attachments 1 and 2, are hereby approved.

Section 2: All prior schedules of fees and charges for the Agency are rescinded and are replaced in full by this resolution. Additional or expanded authorities of the Agency to charge fees with respect to specific programs or activities are not rescinded by this resolution and remain in full force and effect.

Section 3: The Executive Director, or her designee, is authorized to implement, revise, or update the schedules of fees and charges as set forth in Attachments 1 and 2 and distribute copies to consumers of Agency services.

CHAIR

ATTEST:

CLERK

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	<i>Item</i>	2021 Labor Charge (per each)	2021 Materials Charge (per each)	2022 Proposed Labor & Materials Charge Change	Amount of Difference
	<i>Appliances & Accessories</i>	<i>Labor</i>	<i>Materials</i>		
1	Freezer Door Gasket	\$ 19.80	\$ 57.91	No Change	
2	Hood Fan Assembly	\$ 9.90	\$ 31.55	No Change	
3	Hood Fan Filter	\$ 9.90	\$ 4.61	\$5.59	+ \$ 0.98
4	Oven Door (varying depending on make/size)	\$ 9.90	Service Only	No Change	
5	Oven Door Handle	\$ 9.90	\$ 45.00	No Change	
6	Range Burner, Electric	\$ 9.90	\$ 7.33	\$13.19	+ \$ 5.86
7	Range Burner, Gas	\$ 3.30	\$ 28.69	No Change	
8	Range Elec. Broiler Pan, Replace	\$ 3.30	\$ 28.69	No Change	
9	Range Gas Broiler Pan, Replace	\$ 9.90	\$ 33.85	No Change	
10	Range, Clean	\$ 79.20	Service Only	No Change	
11	Range Hood, 30", Replace	\$ 39.60	\$ 58.24	No Change	
12	Range Hood, 36", Replace	\$ 39.60	\$ 64.15	No Change	
13	Range Hood, 42", Replace	\$ 39.60	\$ 72.99	No Change	
14	Range Inf. Switch	\$ 9.90	\$ 29.75	No Change	
15	Range, Knobs	\$ 3.30	\$ 24.26	No Change	
16	Range, Oven Rack 20"	\$ 3.30	\$ 27.37	No Change	
17	Range, Oven Rack 30"	\$ 3.30	\$ 43.63	No Change	
18	Range, Oven Control, Gas	\$ 19.80	\$ 67.54	No Change	
19	Range, Oven Control, Electric	\$ 19.80	\$ 58.45	No Change	
20	Range, Replace Electric 20"	\$ 39.60	\$ 460.00	\$475.00	+ \$ 15.00
21	Range, Replace Electric/Gas 30"	\$ 39.60	\$ 440.00	\$425.00	- \$ 15.00
22	Range, Replace Gas 20"	\$ 39.60	\$ 500.00	\$595.00	+ \$ 95.00
23	Range, Replace Electric 30"	\$ 39.60	\$ 440.00	No Change	
24	Range, Stove-top Grate	\$ 3.30	\$ 22.95	No Change	
25	Refrigerator, Replace (all sizes)	\$ 19.80	\$ 466.10	\$570.00	+ \$103.90
26	Refrigerator, Clean	\$ 79.20	Service Only	No Change	
27	Refrigerator, Crisper	\$ 3.30	\$ 86.95	No Change	
28	Refrigerator, Crisper Cover	\$ 3.30	\$ 64.88	No Change	
29	Refrigerator, Gasket	\$ 39.60	\$ 71.95	No Change	
30	Refrigerator, Shelf Front	\$ 6.60	\$ 38.40	No Change	
31	Refrigerator, Door Liner	\$ 39.60	\$ 16.90	No Change	
32	Top Burner, Grate/Gas - Replace	\$ 20.00	\$ 22.92	No Change	
	<i>Bath Accessories</i>	<i>Labor</i>	<i>Materials</i>		
33	Medicine Cabinet Shelf	\$ 3.30	\$ 6.44	No Change	
34	Medicine Cabinet Complete	\$ 19.80	\$ 55.99	No Change	
35	Toilet Paper Holder, Replace	\$ 9.90	\$ 8.29	No Change	
36	Toilet Paper Spindle, Replace	\$ 3.30	\$ 1.82	No Change	
37	Toilet Seat (Elongated)	\$ 9.90	\$ 19.99	No Change	
38	Toilet Seat (Regular)	\$ 9.90	\$ 21.13	No Change	
39	Toilet Tank Lid, Replace	\$ 9.90	\$ 32.99	No Change	
40	Tub/Shower Stopper (Fit-all)	\$ 3.30	\$ 3.29	No Change	
41	Tub/Shower (Toe-stopper)	\$ 3.30	\$ 9.79	No Change	
42	Towel Bar, Replace	\$ 9.90	\$ 10.29	No Change	
43	Tub/Shower Curtain Rod, Replace	\$ 6.60	\$ 15.52	No Change	
	<i>Carpentry</i>	<i>Labor</i>	<i>Materials</i>		
44	Banister (price per linear foot)	\$ 20.00	\$ 2.98	No Change	

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	<i>Item</i>	<i>2021 Labor Charge (per each)</i>	<i>2021 Materials Charge (per each)</i>	<i>2022 Proposed Labor & Materials Charge Change</i>	<i>Amount of Difference</i>
45	Baseboard 2 3/8 Reversible (per sq/ft)	\$ 20.00	\$ 1.26	No Change	
46	Breadboard, Replace	\$ 6.60	\$ 22.99	No Change	
47	Bi-fold/Bi-pass Door, Set	\$ 59.40	\$ 57.99	\$64.00	+ \$ 6.01
48	Cabinet Drawer Track	\$ 19.80	\$ 2.85	No Change	
49	Cabinet Drawer, Replace	\$ 39.60	\$ 19.95	No Change	
50	Cabinet, Vanity, Replace	\$ 39.60	\$ 102.00	No Change	
51	Closet Bi-pass Floor Guides	\$ 9.90	\$ 0.97	No Change	
52	Closet Pole Center Support Bracket	\$ 9.90	\$ 3.99	No Change	
53	Closet Pole End Brackets	\$ 9.90	\$ 0.40	No Change	
54	Door Bumpers, Common Replace	\$ 3.30	\$ 1.26	No Change	
55	Door Casing (per stick) *	\$ 59.60	\$ 4.99	\$5.78	+ \$ 0.79
56	Door Jamb, Repair	\$ 39.60	\$ 15.69	No Change	
57	Door Viewer, Replace	\$ 6.60	\$ 3.99	No Change	
58	Door, Metal, Replacement*	\$ 143.80	\$ 120.00	No Change	
59	Door, Wood, interior*	\$ 143.80	\$ 38.99	\$55.79	+ \$ 16.80
60	Door, Pocket HC, Replace*	\$ 118.80	\$ 38.99	\$55.79	+ \$ 16.80
61	Door, Weather Stripping	\$ 19.80	\$ 9.00	No Change	
	Electrical & Lighting	Labor	Materials		
62	Electric Outlet Cover	\$ 3.30	\$ 0.35	No Change	
63	Electric Switch Cover	\$ 3.30	\$ 0.35	No Change	
64	Light Bulb/Appliances	\$ 3.30	\$ 0.94	No Change	
65	Lamp (Light Bulb, Replace (60 watt)	\$ 3.30	\$ 1.29	No Change	
66	Light Bulb/2' T-12	\$ 3.30	\$ 3.10	\$6.12	+ \$ 3.02
67	Light Bulb/2' T-8	\$ 3.30	\$ 3.95	\$5.97	+ \$ 2.02
68	Light Bulb/4' T-12	\$ 3.30	\$ 2.35	No Change	
69	Light Bulb/4' T-8	\$ 3.30	\$ 6.05	No Change	
70	Light Bulb/6" Circline	\$ 3.30	\$ 3.99	\$6.19	+ \$ 2.20
71	Light Bulb/8" Circline	\$ 3.30	\$ 5.00	\$8.37	+ \$ 3.37
72	Light Bulb/12" Circline	\$ 3.30	\$ 5.50	\$10.37	+ \$ 4.87
73	Light Bulb, 28 Watt Quad	\$ 3.30	\$ 14.29	No Change	
74	Light Diffuser, Circline	\$ 3.30	\$ 15.99	No Change	
75	Light Diffuser, Glass Drum	\$ 3.30	\$ 12.89	No Change	
76	Light Diffuser, 4 ft.	\$ 3.30	\$ 24.37	No Change	
77	Light Diffuser, Exporior Porch	\$ 3.30	\$ 9.99	No Change	
78	Light Fixture, 2' or 4' Bulb, Fluorescent	\$ 39.60	\$ 67.99	No Change	
79	Light Fixture, Circline	\$ 19.80	\$ 52.79	No Change	
80	Light Fixture, Emergency Exit	\$ 39.60	\$ 72.99	No Change	
81	Exterior Wall Pack (Light Fixture)	\$ 39.60	\$ 155.77	No Change	
82	Porch Light Shade/Plastic	\$ 3.30	\$ 5.65	No Change	
83	Porch Light Shade/Glass	\$ 3.30	\$ 24.05	No Change	
84	Receptacle, Replace: 110 Basic	\$ 19.80	\$ 0.70	No Change	
85	Receptacle, Replace: GFI	\$ 19.80	\$ 16.32	No Change	

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	<i>Item</i>	2021 Labor Charge (per each)	2021 Materials Charge (per each)	2022 Proposed Labor & Materials Charge Change	Amount of Difference
86	Receptacle, Replace: Appliance	\$ 39.60	\$ 4.89	No Change	
87	Smoke Detector, Replace	\$ 9.90	\$ 44.99	Removing	
88	CO/Smoke Detector, Tampering	\$ 50.00	Flat Rate	No Change	
89	Carbon Dioxide/Smoke Detector	\$ 9.90	\$ 59.99	No Change	
90	120 Volt Smoke Detector	\$ 9.90	\$ 46.99	\$53.54	+ \$6.55
91	Battery Smoke Detector	\$ 9.90	\$ 58.41	No Change	
92	Switch, Replace	\$ 9.90	\$ 2.99	No Change	
93	Splitter/TV	\$ 6.60	\$ 3.75	No Change	
94	Telephone, Jack Replacement	\$ 9.90	\$ 1.25	No Change	
	Floor Coverings & Accessories	Labor	Materials		
95	Floor Tile, Replace 12" X 12" (each)	\$ 6.60	\$ 0.87	No Change	
96	Carpet/Glue Down (or actual cost)	Actual Cost	\$ 18.73	No Change	
97	Carpet w/Pad (actual cost or pro rate)	Actual Cost or Pro rate	\$ 12.53	No Change	
98	2 1/2" or 4" Base/per Foot	\$ 6.60	\$ 1.16	No Change	
	Glazing & Hardware	Labor	Materials		
99	Patio Sliding Door Handle	\$ 9.90	Special Order	No Change	
100	Patio Sliding Door Latch	\$ 9.90	Special Order	No Change	
101	Window Board up/Clean-Up (per Task Order pricing)	\$ 39.60	Service Only	No Change	
102	Window Glass 20" X 20"/single pane	\$ 85.00	\$ 23.70	No Change	
103	Window Glass 24" X 24"/single pane	\$ 85.00	\$ 31.60	No Change	
104	Window Glass 24" X 60"/single pane	\$ 85.00	\$ 79.00	No Change	
105	Window Glass 36" X 36"/single pane	\$ 85.00	\$ 45.52	No Change	
106	Window Glass 36" X 60"/single pane	\$ 85.00	\$ 91.59	No Change	
107	Window Glass 50" X 50"/single pane	\$ 85.00	\$ 96.23	No Change	
108	Window Glass 20" X 20"/dual pane	\$ 115.00	\$ 48.15	No Change	
109	Window Glass 24" X 24"/dual pane	\$ 115.00	\$ 64.20	No Change	
110	Window Glass 24" X 60"/dual pane	\$ 115.00	\$ 160.50	No Change	
111	Window Glass 36" X 36"/dual pane	\$ 115.00	\$ 101.25	No Change	
112	Window Glass 36" X 60"/dual pane	\$ 115.00	\$ 168.75	No Change	
113	Window Glass 50" X 50"/dual pane	\$ 175.00	\$ 195.30	No Change	
114	Window 20" X 20"/Screen	\$ 19.80	\$ 17.60	No Change	
115	Window 24" X 24"/Screen	\$ 19.80	\$ 20.72	No Change	
116	Window 24" X 60"/Screen	\$ 19.80	\$ 34.76	No Change	
117	Window 36" X 36"/Screen	\$ 19.80	\$ 30.08	No Change	
118	Window 36" X 60"/Screen	\$ 19.80	\$ 39.44	No Change	
119	Window 50" X 50"/Screen	\$ 19.80	\$ 41.00	No Change	
120	Window Lock, Casement	\$ 9.90	Special Order	No Change	
121	Window Operator, Casement	\$ 19.80	Special Order	No Change	
	Heating & Air	Labor	Materials		

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	<i>Item</i>	2021 Labor Charge (per each)	2021 Materials Charge (per each)	2022 Proposed Labor & Materials Charge Change	Amount of Difference
122	A/C Thermostat	\$ 9.90	\$ 37.99	No Change	
123	Furnace, Thermostat	\$ 9.90	\$ 37.99	No Change	
124	Exhaust Fan Cover	\$ 9.90	\$ 7.59	No Change	
	Locks, Keys & Hardware	Labor	Materials		
125	Eviction Lockout	\$ 39.60	Labor Only	No Change	
126	Combo Lock Repair	\$ 19.80	Service Only	No Change	
127	Combo Lock Replace	\$ 19.80	\$ 62.99	No Change	
128	Deadbolt, Replace Smart Lock	\$ 19.80	\$ 29.11	\$36.89	+ \$ 7.78
129	Door Lever Knobset (Interior)	\$ 9.90	\$ 18.99	No Change	
130	Door Standard Knobset (exterior)	\$ 9.90	\$ 9.49	No Change	
131	Drawer Pulls	\$ 9.90	\$ 3.99	No Change	
132	Gate Hinge	\$ 19.80	\$ 29.11	No Change	
133	Gate Latch	\$ 9.90	\$ 4.97	No Change	
134	Garage OH Door Handle	\$ 19.80	\$ 10.99	No Change	
135	Garage Door, Bolt Lock	\$ 19.80	\$ 18.59	No Change	
136	Key (Best Replacement)	\$ 9.90	\$ 7.50	No Change	
137	Key (Unit Replacement)	\$ 9.90	\$ 0.50	No Change	
138	Key (Unit Replacement/Delivered)	\$ 9.90	\$ 0.50	No Change	
139	Lock, Install-a-Lock Wrap Around (single)	\$ 19.80	\$ 22.00	No Change	
140	Lock, Install-a-Lock Wrap Around (combo)	\$ 19.80	\$ 32.00	No Change	
141	Lock/Key In Knob/Entry	\$ 19.80	\$ 18.99	No Change	
142	Lock Change (non-damaged lock) + 2 Keys	\$ 19.80	\$ 1.00	No Change	
143	Lockout After Regular Business Hours	Call Locksmith	Locksmith Charge	No Change	
144	Mailbox Lock Replace	\$ 9.90	\$ 6.89	No Change	
145	Mechanical Door Chime	\$ 19.80	\$ 23.99	No Change	
146	Privacy/Passage/Patio Locks, Replace	\$ 9.90	\$ 10.99	No Change	
147	Store Room/Community Room Locks	\$ 19.80	\$ 76.00	No Change	
148	Auto Gate Clickers	N/A	\$ 30.00	\$44.00	+ \$ 14.00
149	Pedestrian CARD Readers	N/A	\$ 7.00	\$12.00	+ \$ 5.00
	Paint & Preparation	Labor	Materials		
150	Paint, Interior/Exterior Door Stain Finish	\$ 39.60	\$ 9.99	No Change	
151	Paint/Interior/Exterior Door Paint Finish	\$ 39.60	\$ 9.99	No Change	
	Plumbing	Labor	Materials		
152	Basin Faucet, Replace	\$ 19.80	\$ 42.56	\$56.37	+ \$ 13.81
153	Basin Stopper	\$ 3.30	\$ 4.76	No Change	

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	Item	2021 Labor Charge (per each)	2021 Materials Charge (per each)	2022 Proposed Labor & Materials Charge Change	Amount of Difference
154	Basin, Replace	\$ 59.40	\$ 31.49	No Change	
155	Basin, P-Trap, Replace	\$ 9.90	\$ 11.79	\$17.81	+ \$ 6.02
156	Basket Strainer (crumb cup)	\$ 3.30	\$ 6.85	No Change	
157	Drain Stoppage, Tub/Shower	\$ 39.60	Service Only	No Change	
158	Drain Stoppage, Sink	\$ 39.60	Service Only	No Change	
159	Flush Tank (Toilet)	\$ 39.60	\$ 64.40	No Change	
160	Garbage Disposal Stopper	\$ 3.30	\$ 2.65	No Change	
161	Garbage Disposal, Replace	\$ 39.60	\$ 62.64	\$94.04	+ \$ 31.40
162	Garbage Disposal, Splash Guard	\$ 9.90	\$ 4.51	No Change	
163	Garbage Disposal, Stoppage	\$ 9.90	\$ 1.89	No Change	
164	Gas Connector, Replace	\$ 19.80	\$ 19.65	No Change	
165	Hand Held Shower Head (Wand only)	\$ 9.90	\$ 24.29	No Change	
166	Hose Bibs, Replace	\$ 19.80	\$ 6.49	No Change	
167	Kitchen Faucet, Replace	\$ 19.80	\$ 47.29	No Change	
168	Laundry Faucet, Replace	\$ 19.80	\$ 28.48	No Change	
169	Lavatory	\$ 118.80	\$ 34.49	No Change	
170	Toilet Bowl, Std. Only	\$ 39.60	\$ 56.00	No Change	
171	Toilet Bowl, Elongated	\$ 39.60	\$ 128.40	\$125.10	- \$ 3.30
172	Toilet Bowl, ADA	\$ 39.60	\$ 153.00	\$112.50	- \$ 40.50
173	Toilet Stoppage/Local	\$ 19.80	Service Only	No Change	
174	Toilet Standard, Replace	\$ 39.60	\$ 120.00	No Change	
175	Shower Head	\$ 6.60	\$ 5.79	\$6.29	+ \$ 0.50
	Window Coverings & Screens	Labor	Materials		
176	Screen Door Closer	\$ 9.90	\$ 10.99	\$13.68	+ \$ 2.69
177	Screen Door Grill 36" X 36"	\$ 9.00	\$ 22.99	No Change	
178	Screen Door Kick Panel	\$ 39.60	\$ 22.99	No Change	
179	Screen Door Latch	\$ 6.60	\$ 4.69	No Change	
180	Screen Door/Passage	\$ 39.60	\$ 49.00	No Change	
181	Screen Door, Storm Door/Replace	\$ 59.40	\$ 128.00	No Change	
182	Screen Door/Std./Rescreen	\$ 39.60	\$ 50.40	No Change	
183	Shower Door Kit/Towel Bar	\$ 9.90	\$ 20.85	No Change	
184	Sliding Screen Door/Rescreen	\$ 9.90	\$ 20.10	No Change	
185	Traverse Rod 28" X 48"	\$ 19.80	\$ 15.29	Removing	
186	Traverse Rod 48" X 84"	\$ 19.80	\$ 21.59	Removing	
187	Traverse Rod 66" X 120"	\$ 19.80	\$ 34.99	Removing	
	New Items	Labor	Materials		
185	Patio Door Vertical Blind	\$ 19.80	\$ 50.87	New Item	\$ 70.67
186	Vertical Blind - 0-53"	\$ 9.90	\$ 48.91	New Item	\$ 58.81
187	Vertical Blind - 53-78"	\$ 9.90	\$ 69.88	New Item	\$ 79.78
188	Vertical Blind - 78-104"	\$ 9.90	\$ 91.85	New Item	\$ 101.75
189	Vertical Blind Slats	\$ 9.90	\$ 2.00	New Item	\$ 11.90

Explanation of Charges Not Covered

**Sacramento Housing Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective January 1, 2022**

	<i>Item</i>	<i>2021 Labor Charge (per each)</i>	<i>2021 Materials Charge (per each)</i>	<i>2022 Proposed Labor & Materials Charge Change</i>	<i>Amount of Difference</i>
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1) The adjusted rate in this Schedule of Fees and Charges does not reflect the trip charge. A trip charge will apply to all work determined to be resident-caused. All resident requested repairs also receive a trip charge when maintenance staff is denied access into the unit to complete the repairs. Trip charges will be \$15.00 during normal business hours and \$23.00 for after-hours and weekends.

2) All charges for repairs performed by vendors will be determined by actual cost.

3) Services not described in this Schedule of Fees & Charges will be charged \$39.60/hour during normal business hours and \$41.58/hour for all work completed after hours. Both rates are subject to a trip charge. Parts and materials are charged at the actual cost.

* The charge is for more than one trade.

Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges
Effective Date: January 1, 2022

Charging Department	Activity	Current Rate	Proposed Changes
All Agency	Reproduction - Agency Employees	\$.10 per copy side	No Change
	Hard Copy Reproduction - Outside Agency	\$.10 per copy side	No Change
	Public Record Request - Scanned Documents	\$.10 per page scanned in excess of 300 pages	No Change
	Public Record Request - Agency Documents Sent to Outside Scanning Service	Actual Cost	No Change
	Public Records Request - Postage	Actual Cost	No Change
	Tape Cassette, CD Reproduction, DVD or USB Flash Drive	\$8.00 plus any applicable postage costs	No Change
	Personal Fax Transmissions	\$.10 per incoming page	No Change
	Personal Fax Transmissions	\$.75 per outgoing page	No Change
Development	Good Faith Deposit/Option Fees	No set deposit; 10% recommend for disposition and development agreements (DDA's);	No Change
	Industrial Development Bond Local Fee (through Bonds for Industry Agreement)	25 basis points at bond closing	No Change
	Mortgage Revenue Bond Issuance Fee	Fee of 25 basis points of the total bond issuance amount at bond closing for new issuances and/or re-fundings.	No Change
	Multi-Family Loan and Mortgage Revenue Bond Full Application Fee	\$ 12,500	No Change
Finance	Returned Checks	\$15.00 per check	No Change
	Taxpayer Identification Number (TIN)	\$100.00 per incorrect TIN resulting in payment of penalty to IRS.	No Change
Housing Choice Voucher (HCV)	Admin. fee charges for tax levies imposed on Owners/Vendors' payments	\$20.00 per \$ 1,000 of each levy. Levies with amount less than \$ 1,000 will be charged an admin. fee of \$20.	No Change
Housing Authority Maintenance	Maintenance Fees and Charges Schedule	See Maintenance Schedule for Fees and Charges Schedule	No Change

Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges
Effective Date: January 1, 2022

Charging Department	Activity	Current Rate	Proposed Changes
Housing	Folding Clothes Line	\$ 30.00	No Change
Authority Management	Late Fees	\$20.00 per occurrence	No Change
	Legal Fees	All costs associated with lease enforcement or eviction will be determined by actual cost to the	No Change
	Missed PHA Contractor Trip Charge	All Contractor and/or Vendor actual trip charges for missed appointments that were scheduled.	No Change
	Pet Security Deposit - Dogs and	Medically Certified	No Change
	Security Deposits	Greater of \$250 or one month's rent	No Change
	Smoke/CO Detector - Tampering	\$ 50.00	No Change
Legal	Assignments of loans, OPAs or DDAs after doption. Legal review of subordination agreement following project completion.	\$1,000 minimum legal service fee and \$200 per hour exceeding 15 hours.	\$1,500 minimum legal service fee and \$250 per hour exceeding 10 hours.
	Amendments or Modifications to loans, OPAs or DDAs after adoption.	\$1,500 minimum legal service fee, \$200 per hour exceeding 20 hours.	\$2,000 minimum legal service fee, \$250 per hour exceeding 10 hours.
	Coordination of NEPA review for HUD grants to nonprofits	\$1,200 minimum environmental coordination fee and all third party costs associated with the review.	\$1,500 minimum environmental coordination fee and all third party costs associated with the review.
	Authorized legal review and work for other agencies.	\$165 per hour.	\$225 per hour.
Homeowner-ship Services	Mortgage Credit Certificate (MCC) Program Application Fee	\$350 Non-refundable	No Change
	Mortgage Credit Certificate Lender Participation Fee	\$ 350 Initial Application Fee	No Change
	Reissued MCC Application Fee	\$ 300.00	No Change
	Mortgage Credit Certificate Extension	\$50.00 for 30 days	No Change
	Lender Participation Fee Renewal	\$ 300.00	No Change
	Demand Statement Preparation Fee	\$ 35.00	No Change
	Demand Update Fee (if required)	\$ 20.00	No Change
	Reconveyance Fee	\$ 45.00	No Change
Recording Fee	Per County Recorder Fee Schedule	No Change	

Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges
Effective Date: January 1, 2022

Charging Department	Activity	Current Rate	Proposed Changes
Portfolio Management-Multifamily Regulatory Agreement Compliance	Regulatory Agreement Monitoring Fees, Included, but not limited to County Affordable Housing Ordinance & City Mixed Income Housing Ordinance - Multifamily	Multifamily Affordable Units x Average Public Subsidy/Unit x .125% x number of years x discount rate.	No Change
	Regulatory Agreement Monitoring Fees, included, but not limited to - County Affordable Housing Ordinance & City Mixed Income Housing Ordinance - Single Family Units	Single family Affordable Units x Appreciation Differential/Unit x .15% x number of restricted years x discount rate.	No Change
	Regulatory Agreement Monitoring Fees - City Zero Development Impact Fee and City and County Density Bonus	\$2,500 fee; PLUS: \$2,207 per unit for 30-year term, \$2,242 per unit for 55-year term (will be updated with annual Average Subsidy/Unit Data)	\$2,500 fee; PLUS: Average Public Subsidy x .125% x number of years x discount rate x number of affordable units
	Assignment/Assumption Processing Fee - Multifamily	\$ 750 plus recording fees and appraisal charges	No Change
	Loan Payment Late Fee - Multifamily	5% of monthly payment if payment not made within 15 days after payment due date	No Change
	Annual Multi-Family Mortgage Revenue Bond Administration Fee	Fee of 12.5 basis points of the original bond amount + \$100 per SHRA-funded unit for projects with SHRA loans for the longer of the life of the bonds or bond regulatory agreement, paid in advance, semi-annually. Maximum fee of \$25,000 per year.	No Change
	Annual Multi-Family Loan Administration Fee	Fee of 12.5 basis points of the original loan amount + \$100 per SHRA-funded unit for the longer of the life of the loan or loan regulatory agreement, paid in advance, semi-annually. Maximum fee of \$15,000 per year.	No Change
	Subordination Redraw Fee - Single Family	\$ 100.00	No Change
	Subordinate Processing Fee - Multifamily	\$500	No Change
	Subordination Processing Fee - Single Family	\$ 300.00	No Change

Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges
Effective Date: January 1, 2022

Charging Department	Activity	Current Rate	Proposed Changes
Portfolio Management-Regulatory Agreement & Compliance Violations	Tenants over income at initial move-in	Initial \$500 per unit, and again every 90 days until violation is resolved.	No Change
	Incorrect eligibility documentation	Initial \$50 per file for Incorrect calculations, verifications, required documents; \$50 per month until	No Change
	Failure to complete Annual Recertification	Initial \$250 for each incomplete file; \$50 per month until corrected.	No Change
	Failure to maintain tenant eligibility records	Initial \$500 per unit, and again every 90 days until violation is resolved.	No Change
	Incorrect Rents	\$100 for each over-charged unit.	No Change
	Failure to submit complete and correct monthly Bond Report by due date.	Initial \$100 per report. \$ 100 per day until violation is resolved.	No Change
	Failure to comply with approved Management Plan	Initial \$100 per report. \$100 per day until violation is resolved.	No Change
	Failure to submit complete and accurate quarterly Resident Services report by due date	Initial \$100 per report. \$100 per day until violation is resolved.	No Change
	Failure to provide a resident service required by Resident Services Plan	Initial \$250 per service. \$100 per day until violation is resolved.	No Change
	Noncompliant lease.	\$100 per noncompliant lease.	No Change
	Verifiable existence of toxic mold	Initial \$200 per unit. 30 days to obtain certification unit is mold free. \$75 per day after 30 days.	No Change
	Broken pipes and plumbing facilities	\$200 per unit.	No Change
	Non-working smoke detectors	\$200 per unit.	No Change
Portfolio Management-Multifamily Regulatory Agreement Compliance (cont'd)	Window with large cracks or missing glass	\$200 per unit.	No Change
	Infestation of roaches or vermin	\$200 per Infested unit.	No Change
	Non-working heating unit (Winter) OR Non-working air conditioning unit (Summer)	\$500 per non-working unit.	No Change

Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges
Effective Date: January 1, 2022

Charging Department	Activity	Current Rate	Proposed Changes
	Excessive amount of urine/feces	\$200 per unit.	No Change
	Excessive amount of trash/garbage	\$75 per unit.	No Change
	Hazardous exterior conditions	\$500 per hazardous condition.	No Change
	Large holes in walls/ceilings	\$100 per unit.	No Change
	Non-operation Security Gate	\$500 per non-working gate.	No Change
	No Security Cameras (if required)	\$250 per discovery. \$75 reinspection fee.	No Change
	Non-working Security Cameras	\$100 per camera per discovery. \$75 reinspection fee.	No Change
	Non-working on non-accessible amenities/services	\$100 per item per discovery. \$75 reinspection fee.	No Change
Agency Clerk	Agenda Packets (hard copy Outside Agency)	\$600 per year	No Change
Facility Use	Non-resident group area of Community Room	Security Deposit \$50.00 (refundable Cleaning Deposit) Basic Charge - \$5.00 per hour	No Change
	Commission Room (801 12th Street) and Riverview Plaza Meeting Room Rental	Security Deposit \$50.00 First Hour \$40.00 Each Additional Hour \$30.00	No Change



December 1, 2021

**Sacramento Housing and
Redevelopment Commission
Sacramento, CA**

Honorable Members in Session:

SUBJECT:

**Authorization for the Sacramento Housing and Redevelopment Agency to
Demolish the Building at 5420 Auburn Blvd. for Environmental Remediation and
the Sale of the Property at 5410/5420 Auburn Boulevard**

RECOMMENDATION:

Staff is presenting this information to the Commission for review, prior to final review by the Board of Supervisors of the County of Sacramento.

Respectfully Submitted,


LA SHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 7, 2021

To: Board of Supervisors

Through: Ann Edwards, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: La Shelle Dozier, Executive Director, Sacramento Housing
and Redevelopment Agency

Subject: Authorization for the Sacramento Housing and
Redevelopment Agency to Demolish the Building at 5420
Auburn Blvd. for Environmental Remediation and the Sale
of the Property at 5410/5420 Auburn Boulevard

District: Desmond

RECOMMENDED ACTION

This report recommends approval of the attached Board of Supervisors Resolution authorizing the Sacramento Housing and Redevelopment Agency (Agency) through its Executive Director to:

1. Authorize the Agency to negotiate, enter into, execute and amend contracts for the demolition of the building at 5420 Auburn Blvd, each as approved to form by the Agency's Office of the General Counsel.
2. Authorize the Agency to negotiate, enter into, execute and amend contracts for the final remediation of the environmental issue at 5420 Auburn Blvd related to the former dry cleaning business.
3. Authorize the Agency to sell the Property at fair market value.
4. Authorize SHRA to amend the Agency's budget to fund the above described activities on 5420 Auburn Boulevard (Blvd.) from the Agency's Internal Service Fund, and to incorporate net sales proceeds derived from the sale of the Property back into the Agency's Internal Service Fund.

Authorization for the Sacramento Housing and Redevelopment Agency to Demolish the Building at 5420 Auburn Blvd. for Environmental Remediation and the Sale of the Property at 5410/5420 Auburn Blvd.

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BACKGROUND

In 2008, SHRA purchased approx. 6.5 acres of land at the southwest corner of Auburn Blvd. and Garfield Avenue, referred to as the Agency's "Auburn-Garfield" site. The property was formerly part of a retail center anchored by a Kmart store which closed in 2000. The Agency collaborated with the County to consider development options for the vacated property that would diversify land use and reinvigorate Auburn Blvd. It was decided that a senior apartment complex would be the optimal project that would accomplish this goal. The land was then subdivided into two parcels: 4.3 acres were allocated for the housing project, and the remaining 2.2 acres remained for commercial use.

The Agency began negotiating with a development team who would eventually build the Foothill Farms Senior Apartments on the 4.3 acre site, which contains 120 rental housing units. Construction was completed in 2012. The developer was not interested in developing the commercial parcel, and the Agency has remained the owner of this 2.2 acre property ever since. There are two buildings on this commercial parcel. The building at 5410 Auburn Blvd. is approx. 14,000 square feet (s.f.), and is currently vacant. It previously housed offices of the California Department of Corrections and a restaurant. The building at 5420 Auburn Blvd. is approximately 14,400 s.f., and currently contains two tenants: a check cashing business and a hair salon, both of which will be vacating the premises by the end of January 2022. The remainder of the building is vacant.

Environmental assessment of the site in 2007 indicated that the building at 5420 Auburn Blvd. contained a dry cleaning business in the 1970's. The Agency retained a consultant who determined that a break in the sewer line under the floor slab of the dry cleaner had released perchloroethylene (PCE), a dry cleaning agent, into the ground. Five monitoring wells were installed at approximately 60 feet deep to enable detection of PCE that may have been present in the groundwater. Though the levels were relatively low (compared to other dry cleaner cleanup sites), they were still above the maximum contaminant level allowed by the governing oversight agency, which at that time was the County Environmental Management Department (EMD). This monitoring continued until 2018, when the new oversight agency, the State Water Resources Control Board, determined that the downward trend in detected levels of PCE's was such that monitoring did not need to continue.

However, the Department of Toxic Substances Control (DTSC), who also has oversight of this property, has indicated that the wells should not be destroyed until the completion of the remediation of the remaining "soil vapor", which is present just under the floor slab of the building at 5420

Authorization for the Sacramento Housing and Redevelopment Agency to Demolish the Building at 5420 Auburn Blvd. for Environmental Remediation and the Sale of the Property at 5410/5420 Auburn Blvd.

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Auburn Boulevard. This sub-slab soil vapor has proven to be difficult to remediate. In 2016, a "soil vapor extraction" system was installed inside the building along the alignment of the sewer lateral associated with the former dry cleaner. This apparatus consisted of piping that penetrated the floor slab and extracted the vapor under controlled conditions. The most recent testing of the vapor levels indicated that they were still in the unacceptable range. Our environmental consultant has advised that removing part of the slab would be the most effective and cost efficient way of remediating this ongoing issue.

The Agency's real estate broker indicated that the property would be much more attractive to potential buyers if one of the buildings was removed, as there is a serious shortage of parking spaces on this site. This condition was caused in part by splitting the larger parcel to make way for the Foothill Farms Senior Apartments, as well as some of the parking spaces being allocated to the apartments through a reciprocal parking agreement. Since the building with the environmental problem (5420 Auburn Blvd.) is also older and in worse condition than the other building (5410 Auburn Blvd.), this is the reason for recommending the demolition of 5420 Auburn Blvd.

Removal of this building will also allow for the final remediation of the soil vapor issue to be completed much more efficiently, since the entire floor slab will be removed as a result of the demolition. The environmental consultant also believes that the remediation will be less expensive with the building removed. The Agency would then have the resultant land graded, compacted and surfaced with a temporary finish material, such as road base or decomposed granite.

In April 2021, the Agency received an updated appraisal of the property that was based on the future demolition of the building at 5420 Auburn Blvd., and with the building at 5410 Auburn Blvd. remaining. The property appraised at \$650,000. The Agency is recommending moving forward with this plan, and after it receives approval from the regulatory agencies overseeing the environmental cleanup, will immediately market the property for sale. Residual proceeds from the sale (after paying for the demolition and remediation activities) will be transferred into the Agency's Internal Service Fund.

It is estimated that SHRA would solicit bids for the building demolition in early 2022 and have the site remediation completed in Summer 2022.

Authorization for the Sacramento Housing and Redevelopment Agency to Demolish the Building at 5420 Auburn Blvd. for Environmental Remediation and the Sale of the Property at 5410/5420 Auburn Blvd.

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COMMISSION ACTION

The Sacramento Housing and Redevelopment Commission heard this item at its meeting on December 1, 2021. Staff will notify the Board in the event the item is not approved.

POLICY CONSIDERATIONS

None

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA): Soil remediation is exempt under CEQA pursuant to 14 California Code of Regulations §15378, §15301, and §15061(b)(3).

M/WBE/SECTION 3 CONSIDERATIONS

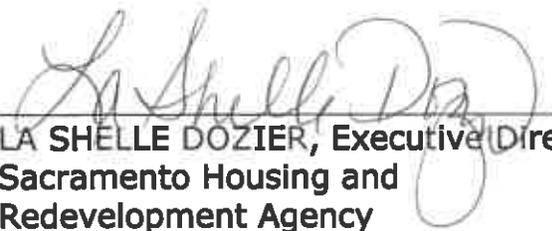
Minority and Women's Business Enterprise requirements, as well as Section 3 requirements, will be applied to all activities to the extent as may be applicable.

FINANCIAL ANALYSIS

It is estimated that the cost to demolish the building and remediate the soil vapor issue will be approximately \$350,000 to \$450,000.

Respectfully Submitted,

APPROVED
ANN EDWARDS
County Executive


LA SHELLE DOZIER, Executive Director
Sacramento Housing and
Redevelopment Agency

By: _____
BRUCE WAGSTAFF
Deputy County Executive

Attachments:

- RES – Resolution
- ATT 1 – Vicinity Map
- ATT 2 – Site Plan
- ATT 3 – Photos

RESOLUTION NO. _____

AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO DEMOLISH THE BUILDING AT 5420 AUBURN BLVD. FOR ENVIRONMENTAL REMEDIATION AND THE SALE OF THE PROPERTY AT 5410/5420 AUBURN BLVD.

WHEREAS, the property located at 5410 and 5420 Auburn Blvd (Property) contains two buildings, one of which has ongoing environmental issues and is also in need of extensive modernization; and

WHEREAS, demolishing the building at 5420 Auburn Blvd will allow for an efficient remediation of these environmental issues and eliminate the need for costly building renovations; and

WHEREAS, the Sacramento Housing and Redevelopment Agency's (Agency) appraiser has determined that the highest and best use of this Property is to expand the currently inadequate parking lot area by removing the building at 5420 Auburn Blvd, with the building at 5410 Auburn Blvd remaining.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO:

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved adopted.

Section 2. The Agency is authorized to negotiate, enter into, execute and amend contracts for the demolition of the building at 5420 Auburn Blvd, each as approved to form by the Agency's Office of the General Counsel.

Section 3. The Agency is authorized to negotiate, enter into, execute and amend contracts for the final remediation of the environmental issue at 5420 Auburn Blvd related to the former dry cleaning business.

Section 4. The Agency is authorized to sell the Property at fair market value.

Section 5. The Agency is authorized to amend the Agency's budget to fund the above described activities on 5420 Auburn Blvd from the Agency's

Authorization For The Sacramento Housing And Redevelopment Agency To Demolish The Building At 5420 Auburn Blvd. For Environmental Remediation And The Sale Of The Property At 5410/5420 Auburn Blvd.

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Internal Service Fund, and to incorporate net sales proceeds derived from the sale of the Property back into the Agency's Internal Service Fund.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 7th day of December, 2021, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

**RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))**

**Chair of the Board of Supervisors
of Sacramento County, California**

(SEAL)

**ATTEST: _____
Clerk, Board of Supervisors**

RESOLUTION NO. SHRC- _____

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

December 1, 2021

AUTHORIZATION FOR THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO DEMOLISH THE BUILDING AT 5420 AUBURN BLVD. FOR ENVIRONMENTAL REMEDIATION AND THE SALE OF THE PROPERTY AT 5410/5420 AUBURN BLVD.

WHEREAS, the property located at 5410 and 5420 Auburn Blvd (Property) contains two buildings, one of which has ongoing environmental issues and is also in need of extensive modernization; and

WHEREAS, demolishing the building at 5420 Auburn Blvd. will allow for an efficient remediation of these environmental issues and eliminate the need for costly building renovations; and

WHEREAS, the Sacramento Housing and Redevelopment Agency's (Agency) appraiser has determined that the highest and best use of this Property is to expand the currently inadequate parking lot area by removing the building at 5420 Auburn Blvd, with the building at 5410 Auburn Blvd remaining.

BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1. All evidence presented having been duly considered, the findings, including environmental findings regarding this action, as stated above, are found to be true and accurate and are hereby approved adopted.

Section 2. The Executive Director, or her designee, is authorized to negotiate, enter into, execute and amend contracts for the demolition of the building at 5420 Auburn Blvd, each as approved to form by the Agency's Office of the General Counsel.

Section 3. The Executive Director, or her designee, is authorized to negotiate, enter into, execute and amend contract(s) for the final remediation of the environmental issue at 5420 Auburn Blvd. related to the former dry cleaning business.

Authorization For The Sacramento Housing And Redevelopment Agency To Demolish The Building At 5420 Auburn Blvd. For Environmental Remediation And The Sale Of The Property At 5410/5420 Auburn Blvd.

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Section 4. The Executive Director, or her designee, is authorized to sell the property at fair market value.

Section 5. The Executive Director, or her designee, is authorized to amend the Agency's budget to fund the above described activities on 5420 Auburn Blvd from the Agency's Internal Service Fund, and to incorporate net sales proceeds derived from the sale of the Property back into the Agency's Internal Service Fund.

Section 6. This resolution shall take effect immediately upon its adoption.

CHAIR

ATTEST:

CLERK

Attachment 1

Vicinity Map

AERIAL PHOTOGRAPH



Attachment 2

AUBURN-GARFIELD SITE PLAN



PALM AVE

SUBJECT PROPERTY
(SHOWN SHADED)
APN 230-0340-034
2.2 ACRES

AUBURN BLVD

NON-SHRA OWNED
PROPERTY
FUTURE DRIVE-THRU
RESTAURANT (UNDER
CONSTRUCTION)

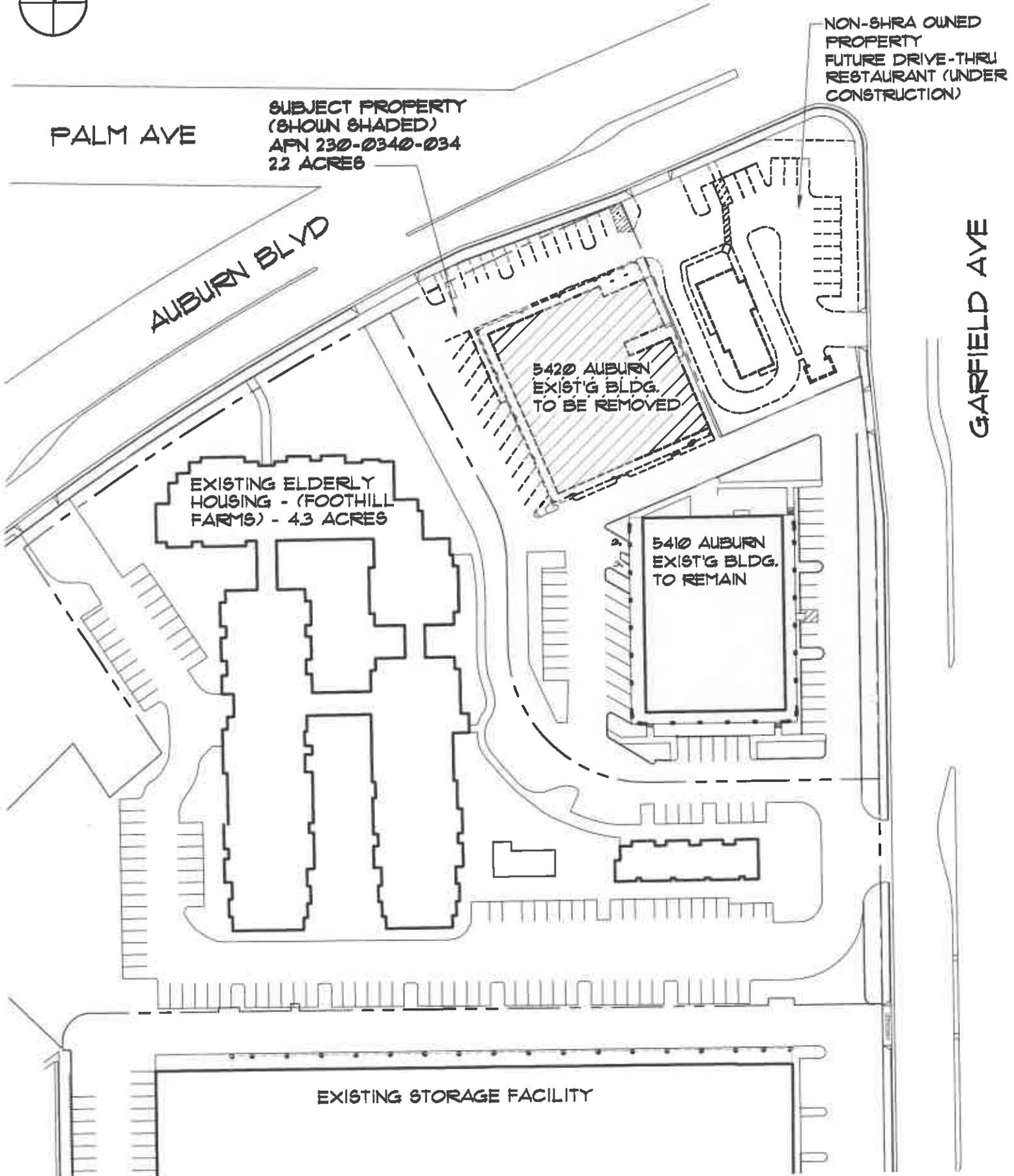
GARFIELD AVE

5420 AUBURN
EXIST'G BLDG.
TO BE REMOVED

EXISTING ELDERLY
HOUSING - (FOOTHILL
FARMS) - 4.3 ACRES

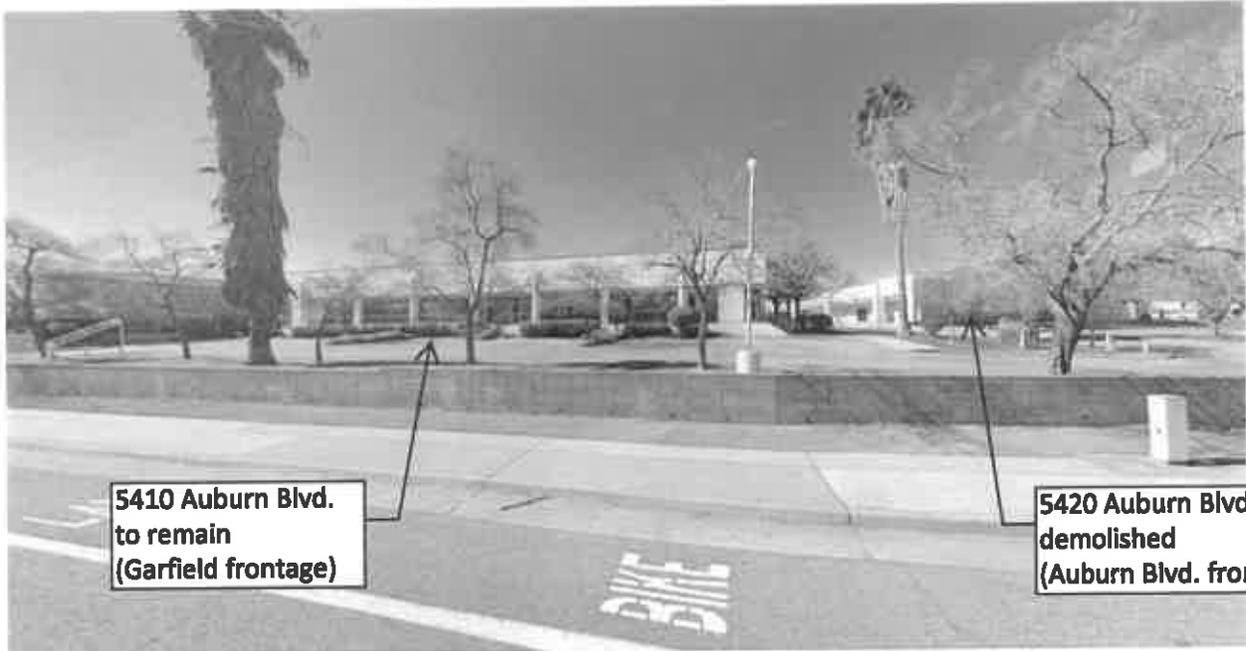
5410 AUBURN
EXIST'G BLDG.
TO REMAIN

EXISTING STORAGE FACILITY



Attachment 3

Auburn Garfield Photos



Facing west from Garfield Ave.

5410 Auburn Blvd.
(to remain)

Foothill Farms
Senior Apartments



Facing South



**5410 Auburn Blvd.
(to remain)
Northwest corner**



**5410 Auburn Blvd. (to
remain)
South side**

Photos of 5420 Auburn Blvd. (proposed to be demolished)



North side (facing Auburn Blvd.)



West side (at main driveway)



Southwest corner



South side (at secondary driveway)



December 1, 2021

**Sacramento Housing and
Redevelopment Commission
Sacramento, CA**

Honorable Members in Session:

SUBJECT:

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments

RECOMMENDATION:

Staff is presenting this information to the Commission for review, prior to final review by the Board of Supervisors of the County of Sacramento.

Respectfully Submitted,


LA SHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
December 7, 2021
Consent

To: Board of Supervisors

Through: Ann Edwards, County Executive
Bruce Wagstaff, Deputy County Executive, Social Services

From: La Shelle Dozier, Executive Director, Sacramento Housing
and Redevelopment Agency

Subject: Authority To Execute 18-Month Conditional Loan
Commitments With JHC-Vista Nueva LLC And Sacramento
11th Street LP In The Amount Of \$2.12 Million In Mental
Health Services Act Funds Each For The Rehabilitation Of
The Vista Nueva And Central Sacramento Studios
Developments

District(s): Serna

RECOMMENDED ACTION

Adopt the attached Board of Supervisors Resolution that:

1. Authorizes the Sacramento Housing and Redevelopment Agency (SHRA) to execute a loan commitment comprised of \$2.12 million in Mental Health Services Act (MHSA) funds, enter into and execute loan documents and all necessary documents related to the MHSA loan; and transmit such documents to JHC-Vista Nueva LLC (Jamboree Housing Corporation), or related entity, for the Vista Nueva development.
2. Authorizes SHRA to execute a loan commitment of \$2.12 million in MHSA funds, enter into and execute loan documents and all necessary documents related to the MHSA loan, and transmit such documents to Sacramento 11th Street LP (Danco Communities), or related entity, for the Central Sacramento Studios development.
3. Authorizes SHRA to execute other documents, approved as to form by SHRA's Office of the General Counsel, with (a) JHC-Vista Nueva LLC (Jamboree Housing Corporation), or related entity, for the Vista Nueva development, and (b) Sacramento 11th Street LP (Danco Communities), or related entity, for the Central Sacramento Studios

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments
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development, and perform other actions necessary to fulfill the intent of the MHSA loan commitments.

4. Authorizes subordination of MHSA loans to senior loans.
5. Authorizes the amendment of the SHRA budget.

BACKGROUND

In 2007, the County of Sacramento Department of Health Services (DHS), Behavioral Health Services (BHS) and SHRA entered in the Building Hope Program MOU to establish the Building Hope Fund for the creation and preservation of affordable housing for extremely low income people living with psychiatric disabilities. The Building Hope Program is part of the MHSA Housing Program Initiative included in the approved MHSA Plan. The Building Hope Program funds are administered and overseen by SHRA to invest in permanent supportive housing units for homeless adults, transitional age youth, and children and family living with serious mental illness and/or serious emotional disturbance. DHS and SHRA desire to continue to provide permanent supportive housing to homeless people with psychiatric disabilities and/or serious emotional disturbance in accordance with the MHSA.

On September 9, 2021 the State of California Department of Housing and Community Development (HCD) announced that it is making \$1.45 billion dollars available through a Notice of Funding Availability (NOFA) for the Homekey Program. The Homekey Program provides funding to cities, counties, and other local entities, including housing authorities to convert motels, hotels, and other non-residential structures into permanent supportive housing and/or transitional housing for the State's homeless population. The Homekey Program is funded with federal Coronavirus Relief Funds (CRF) which must be spent within eight months of the date of award. HCD is accepting applications on an over-the-counter basis until the available funds are exhausted. HCD anticipates that it will announce awards within 45 days of receipt of a complete application.

On October 12, 2021, for the purpose of acquisition, construction, operation and permanent financing of the Vista Nueva permanent supportive and transitional housing development, the Housing Authority Board of the City of Sacramento (Board) approved the Housing Authority of the City of Sacramento (HACS) to partner with JHC-Vista Nueva LLC (Jamboree Housing Corporation), or related entity, and apply for Homekey funds; and Sacramento City Council (Council) approved an \$8.995 million loan and grant commitment comprised \$4.125 million in City HOME Investment Partnership Program (HOME) American Rescue Plan (ARP) funds, \$1.72 million in City Community Development Block Grant, and \$3.15 million in City Emergency Solutions Grant from SHRA to JHC-Vista Nueva LLC.

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments
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On October 19, 2021, for the purpose of acquisition, construction, operation and permanent financing of the Central Sacramento Studios permanent supportive housing development, the Board approved HACS to partner with Sacramento 11th Street LP (Danco Communities), or related entity, and apply for Homekey funds. Additionally, Council approved a \$5.298 million loan and grant commitment comprised \$4.088 million in City HOME ARP funds and \$1.21 million in City Permanent Local Housing Allocation funds from SHRA to Sacramento 11th Street LP.

In late October 2021, HACS submitted the Homekey applications to HCD for the Vista Nueva and Central Sacramento Studios developments. It is anticipated that HCD will announce awards by mid-December and each respective development will be acquired shortly thereafter.

Subject to Board of Supervisors approval of the MHSA loan funds and successful award of HCD Homekey funds for the developments, construction at both sites would begin in early 2022 and completed by Summer of 2022 at Vista Nueva and Fall of 2022 at Central Sacramento Studios.

Staff is requesting authority to execute loan commitments with JHC-Vista Nueva LLC and Sacramento 11th Street LP in the amount of \$2.12 million in MHSA funds each for the rehabilitation of the Vista Nueva and Central Sacramento Studios Developments; and if successfully awarded Homekey funds, staff is requesting authority to enter into and execute loan documents and all necessary documents related to the MHSA loan for each development.

Vista Nueva Development

HACS submitted a co-application with Jamboree Housing Corporation (Jamboree Housing) to seek funding to acquire Vista Nueva, located at 140 Promenade Circle (currently the Staybridge Suites Hotel) in the City of Sacramento, and undertake the minor rehabilitation necessary for the motel rooms to serve as permanent and transitional housing for formerly homeless families/individuals. The hotel was built in 2007 on 2.29 acres. A Vicinity Map and Project Rendering are included as Attachments 1 and 2.

Vista Nueva will serve homeless households with at least one minor child. Ten of the units will be set aside as transitional units for families who will be provided services. In addition, the development will provide 106 permanent supportive housing units comprised of 53 studio, 39 one-bedroom, 14-two bedroom units and one (1) two-bedroom exempt management unit. There will be a total of seventeen (17) Americans with Disabilities Act (ADA) accessible units. The table below provides detail on the unit types and sizes.

Authority To Execute 18-Month Conditional Loan Commitments With JHG-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments

Vista Nueva Unit Types (Funding Programs)	Studio	One Bedroom	Two Bedroom	Total
Permanent Supporting Housing (Homekey, MHSA, HOME ARP and CDBG)	53	39	14	106
Transitional Housing (Homekey and ESG)	10	0	0	10
Exempt Management Unit	0	0	1	1
Total Units	63	39	15	117

Resident and transitional unit interior upgrades include new smoke/carbon detectors, and repairs and renovations to some doors, hardware, GFCI outlets, kitchen appliances, bathroom fixtures and accessories, plumbing, window coverings and paint. Community areas interior upgrades include repairs and renovations to the restrooms, office areas, meetings rooms, lounging and kitchen areas, stairways, and additional laundry sets. Mechanical systems improvements include repairs to the fire suppression system, replacement of water heaters where necessary, new lighting in common areas and ADA units, repairs to the fire alarm, and new security controls at building exterior access points and repairs to the HVAC systems.

Existing amenities include 24-hour desk coverage, pool, social picnic area with barbeque, and seating for gatherings, indoor common area, computer space, and a multi-purpose room that includes kitchen space for group dining, celebrations and community activities. There will also be laundry facilities on the ground floor. Parking lot conversion includes removing some parking spaces to accommodate a new open space area. Additionally, a new children's playground for ages 3-12 and adolescent play area with fencing and gates, tables and benches, turf ground covering, pet area, ADA parking and paths of travel and landscape will be incorporated. A new smart irrigation controller, security cameras and systems, bicycle lockers, upgraded lighting, and a swimming pool ADA lift will be installed. Repairs will be made to building exteriors (e.g. roof, stucco and masonry siding, gutters and downspouts), irrigation systems, barbecue areas, fences, gates and trash/recycle areas.

HACS and Jamboree Housing have applied for funding from the Homekey Program to cover the cost of acquisition. If the application is successfully awarded, Jamboree Housing, as co-applicant, will acquire the former hotel, perform the rehabilitation, and provide resident and supportive services at the property.

Project Based Vouchers and Gap Financing: On May 2021, SHRA, on behalf of HACS, released a Request for Proposals from owners and developers

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments

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Interested in receiving Project-Based Vouchers (PBV) to serve homeless families/individuals. In June 2021, Jamboree Housing applied for and was awarded 106 PBV for permanent supportive/homeless housing units for the Vista Nueva development from SHRA. In July 2021, Jamboree Housing requested gap funds to assist in the acquisition, construction, operation and permanent financing of Vista Nueva.

Project Developer: Jamboree Housing is an affordable housing developer with 31 years of experience in residential development, including 96 developments consisting of more than 9,500 homes and an asset portfolio of \$3.2 billion across California. Jamboree is the owner of the permanent supportive housing development, Hotel Berry in downtown Sacramento.

Property Management: The proposed Property Management agent is Domus Management Company (DMC). DMC was established in 2007 to provide efficient and effective property management services, specializing in affordable and supportive housing properties. DMC manages seven (7) affordable housing complexes in the Sacramento region which contain over 650 units including the Saybrook Apartment complex which was a partnership with SHRA to house formerly homeless families/individuals using PBVs. The final Management Plan is subject to SHRA approval prior to close of escrow.

Resident Services: Jamboree Community Impact (Housing with Heart) will provide Resident Services for all tenants. A minimum of 15 hours per week of on-site resident services will be provided by a resident services coordinator. Resident services programs will include after-school programs, adult education, skill building classes, workforce development, and health and wellness services and programs. The final Resident Services Plan is subject to SHRA approval prior to close of escrow.

Supportive Services: Jamboree Community Impact will provide three-and-one-half (3.5) full time equivalent (FTE) Supportive Service Coordinators and one (1) Supportive Services Manager whose responsibilities will include, but are not limited to, direct case management and supportive services, individual service plans, mental health care, physical health care, substance use and benefits counseling, referral services in the community, advocacy, community building and enrichment activities.

Additionally, there will be 15 units restricted to the MHSA funding program; and case management and supportive services will be provided directly by DHS.

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments
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Security Plan: Vista Nueva will include 24-hour desk coverage, installation of a security camera system at vehicular driveways, points of access, enclosed stairways and common areas, additional exterior and common area lighting, and security patrols.

Project Financing: The financing structure of the Vista Nueva includes HCD Homekey funds, MHSA, HOME ARP, CDBG and ESG funds, and a deferred developer fee. A summary of SHRA financing is provided in the following table:

Vista Nueva - SHRA Funding Programs	Amount
Acquisition, Construction and Permanent Financing Loans	
Mental Health Services Act (MHSA) - County	\$ 2,120,000
HOME Investment Partnerships Program (HOME) American Rescue Plan (ARP) - City	\$ 4,125,000
Community Development Block Grant (CDBG) -City	\$ 1,720,000
Subtotal of Loans	\$ 7,965,000
Acquisition, Construction and Operation Grants	
Emergency Solutions Grant (ESG) (Acquisition and Construction) - City	\$ 1,673,000
ESG (Operating Reserve) - City	\$ 1,477,000
Subtotal of Grants	\$ 3,150,000
Total SHRA Loans and Grant	\$ 11,115,000

In addition, SHRA has committed a total of 106 PBV to the Vista Nueva development. Project Based Vouchers are awarded in accordance with the SHRA's administration of the Housing Choice Voucher Program as authorized by section 8(o)(13) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(o)(13)) and is based on the Public Housing Authority's Annual Plan. The Plan is approved annually by the federal Department of Housing and Urban Development (HUD). The residential project summary and cash flow proforma are included as Attachments 3 and 4.

Vista Nueva's proposed funding sources and their affordability requirements are summarized in the table below. See Attachment 9 for maximum income and rent levels.

Authority To Execute 18-Month Conditional Loan Commitments With JHC-Vista Nueva LLC And Sacramento 11th Street LP In The Amount Of \$2.12 Million In Mental Health Services Act Funds Each For The Rehabilitation Of The Vista Nueva And Central Sacramento Studios Developments
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Unit Type	Units	% of Units	Affordability Restriction
Homekey, MHSA, HOME ARP and CDBG	106	91%	Fifty-Five (55) Years
ESG	10	8%	Transitional Units for a Minimum of Three (3) Years
Manager's unit	1	1%	Unrestricted
Total	117	100%	

¹Pursuant to 24CFR 983.301, contract rents approved by HUD may exceed the tax-credit rent limits; the tenant rent will not exceed 30% of the household adjusted gross income with PBV.

Central Sacramento Studios

HACS submitted a co-application with Danco Communities (Danco) that seeks funding to acquire Central Sacramento Studios located at 1100 H Street (currently the Sutter House motel) and 815 11th Street (former restaurant) in downtown Sacramento and undertake the minor rehabilitation necessary for the motel rooms to serve as permanent housing for homeless families/individuals. The motel was built in 1974 and the restaurant building was built in 1977 on 1.03 acres. A Vicinity Map and Picture of the Central Sacramento Studios are included as Attachments 5 and 6.

The motel currently has 94 studio units. Two studios will be converted to a one-bedroom and one-bathroom unit for management staff. There will be 92 permanent supportive housing homeless studios. Each unit will include one-bathroom and a new kitchenette with a sink, two-burner stove, refrigerator and microwave. A total of nine (9) units will be Americans with Disabilities Act (ADA) accessible. The motel breakfast dining room and kitchen will serve as the community space for resident services, supportive services and lounging areas. There will be 24-hour desk coverage, security patrol, offices for case management, resident services and property management and fitness center.

Outdoor community space includes the existing swimming pool and parking lot, and new installations include a dog park, sports gaming area, designated smoking area and a gazebo with sitting areas. Perimeter fencing, automated vehicle and pedestrian gates, upgraded lighting and security camera systems will be installed.

Project Based Vouchers: The Developer anticipates applying to the Housing Authority for PBV for 94 units to serve homeless families/individuals in 2022.