



**SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION
TELECONFERENCE MEETING ONLY**

REGULAR MEETING

Wednesday, November 16, 2022 - 4:00 PM

NOTICE TO PUBLIC

In compliance with the Americans with Disabilities Act (ADA), SHRA requests that individuals who require special accommodations access and participate in Commission meetings contact the Agency Clerk at 916-440-8544 or aalexander@shra.org, at least 72 hours before the scheduled meeting. Agenda materials are available for review online at www.shra.org. If you need assistance with locating reports, contact the Agency Clerk.

In compliance with AB361, the Sacramento Housing and Redevelopment Commission meetings will be held by teleconference only. The public may participate in this meeting via Zoom or telephone.

Please contact the Agency Clerk's Office at aalexander@shra.org or 916-440-8544 if you have questions about the public comment procedure or remote participation.

ZOOM MEETING LINK:

<https://shra-org.zoom.us/j/81743804084?pwd=ajZjaEswNmRyZXlvYlVrUTk4cGpEUT09>

Webinar ID: 817 4380 4084 Passcode: 690911

Or by Telephone: (877) 853-5257

CALL TO ORDER 4:00 PM

ROLL CALL

Chair Gale Morgan
Vice-Chair Emmanuel Amanfor
Commissioner Stephanie Duncan
Commissioner Melvin Griffin
Commissioner Cecile Nunley
Commissioner Jasmine Osmany
Commissioner Andrés Ramos
Commissioner Martin Ross
Commissioner Staajabu
Commissioner Samuel Starks
Commissioner Darrel Woo

PUBLIC COMMENT FOLLOW-UP REPORT

PUBLIC COMMENT

Persons wishing to address the Commission on subjects not on the agenda but within the jurisdiction of the Commission may do so at this time. The Commission cannot discuss or take action on matters not on the agenda for this meeting, but Commissioners may briefly respond to statements made or questions raised by the public, ask for clarification from staff, refer the matter to staff, request staff to report back to the Commission at a subsequent meeting, or place the matter on a future agenda. Members of the public with questions are encouraged to contact staff before or after the meeting. To speak on an agenda item please use the “raise your hand” feature or press *9 on your phone. Speakers are limited to three minutes per item.

CONSENT ITEMS

All matters listed on consent are to be approved with one motion unless a Commission member or the public requests that separate action is taken on a specific item.

1. Approval of Commission Minutes for November 2, 2022

Recommendation: Approve minutes by minute action.

Contact: Amber Alexander, Agency Clerk, aalexander@shra.org, 916-440-8544

2. Approval of 2023 Sacramento Housing and Redevelopment Agency's Maintenance and Agency Schedules of Fees and Charges

Recommendation: Adopt resolution.

Contact: Cecette Hawkins, Assistant Director - Property Management, chawkins@shra.org, 916-449-6218
Cheyenne Caraway, Assistant Director - Property Management, ccaraway@shra.org, 916-449-6218

DISCUSSION / BUSINESS ITEMS

3. Oak Park Lot Development Project: Authorization for Executive Director to Execute Conditional Grant Agreement for \$1,000,000 from City of Sacramento Mixed-Income Housing Ordinance Funds for the Oak Park Lot Development Project

Recommendation: Adopt resolution, and review report prior to final approval by the City of Sacramento.

Contact: Christine Weichert, Director, Director of Development Finance, cweichert@shra.org, 916-440-1353

EXECUTIVE DIRECTOR REPORT

COMMISSION CHAIR REPORT

ITEMS AND QUESTIONS OF COMMISSIONERS

ADJOURN

I, Amber Alexander, Agency Clerk do hereby certify that I have caused a true copy of the above notice to be delivered to each of the members of the Sacramento Housing and Redevelopment Commission, at the time and in the manner prescribed by law and that this notice was posted at 801 12th Street, Sacramento, California on November 9, 2022.



November 16, 2022

Sacramento Housing and Redevelopment Commission
Sacramento, California

SUBJECT Approval of Commission Minutes for November 2, 2022

Honorable Members in Session:

RECOMMENDATION

Approve minutes by minute action.

SUMMARY

Minutes require approval by the Commission.

Respectfully Submitted,


LA SHELLE DOZIER
Executive Director

Attachments

1. Draft Minutes November 2, 2022



SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION
TELECONFERENCE MEETING

DRAFT REGULAR MEETING MINUTES

Wednesday, November 2, 2022 – 4:00 pm

CALL TO ORDER

Chair Morgan called the meeting to order at 4:02 p.m.

ROLL CALL

Attending via teleconference were Chair Gale Morgan, Vice-Chair Emmanuel Amanfor, Commissioner Cecile Nunley, Commissioner Andrés Ramos, Commissioner Samuel Starks, Commissioner Staajabu and Commissioner Martin Ross. Commissioner Darrel Woo arrived at 4:10 pm. Commissioner Melvin Griffin, Commissioner Stephanie Duncan, and Commissioner Jasmine Osmany were absent.

PUBLIC COMMENTS

Keesha Harris requested to receive information on how to become a Commissioner.

CONSENT ITEMS

1. Approval of Commission Minutes for October 19, 2022
2. Resolution of the Sacramento Housing and Redevelopment Commission Authorizing Public Meetings to be Held via Teleconference Pursuant to Government Code Section 54953(E) and Making Findings and Determinations Regarding the Same

Commissioner Nunley made a motion to approve the consent items. The motion was seconded by Ramos. By roll call vote the motion carried by the following vote:

Ayes: Morgan, Amanfor, Nunley, Ramos, Ross, Starks, Staajabu

Noes: None

Abstain: None

Absent: Griffin, Duncan, Osmany, Woo

DISCUSSION / BUSINESS ITEMS

3. Mirasol Village Block D Apartment Project Final Approval

Victoria Johnson presented the report and recommended that the Commission adopt the resolution. She presented an amendment to Exhibit A because non-substantive changes were made to the commitment letter from the original version that was distributed:

- Former references to a loan/grant have been updated to reflect Agency’s assistance will be in the form of loans.
- The signatory of the document has been updated to reflect the appropriate McCormack Baron and Salazar (MBS) representative.
- The insurance requirements have been updated to be consistent with Agency policy.

Commissioner Nunley made a motion to adopt the resolution. The motion was seconded by Commissioner Ross. By roll call vote the motion carried by the following vote:

Ayes: Morgan, Amanfor, Nunley, Ramos, Ross, Starks, Staajabu, Woo

Noes: None

Abstain: None

Absent: Griffin, Duncan, Osmany

PRESENTATIONS

4. Update on AB 2449: New Brown Act Temporary Revisions

Amber Alexander, Agency Clerk, presented on the new teleconference legislation, AB2449. The Commissioners requested the item be brought back for action in January.

EXECUTIVE DIRECTOR REPORT

Executive Director, La Shelle Dozier, reported that the next meeting date is November 16th via teleconference. The Commission Holiday Party is on December 7 at 4 pm at Lavender Courtyard.

COMMISSION CHAIR REPORT

Chair Morgan had no report.

COMMISSION MEMBER REPORTS

There were no comments or reports by the Commissioners.

ADJOURN

Chair Morgan adjourned the meeting at 4:41 pm



November 16, 2022

Sacramento Housing and Redevelopment Commission
Sacramento, California

SUBJECT Approval of 2023 Sacramento Housing and Redevelopment Agency's Maintenance and Agency Schedules of Fees and Charges

Honorable Members in Session:

RECOMMENDATION

Staff recommends adoption of the attached resolution which approves the 2023 Sacramento Housing and Redevelopment Agency's (Agency) Maintenance and Agency Schedules of Fees and Charges and authorizes the Executive Director, or her designee, to implement, revise, or update the schedules of fees and charges.

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 Schedules have been revised in subsequent years to reflect additions, deletions, and increases to the prior schedule. The most recent update to the Schedules was in 2021 for the 2022 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:

- 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 SHELLE DOZIER
Executive Director

Attachments

1. Resolution SHRC 2022-24
2. EXHIBIT A - Agency Schedule of Fees and Charges
3. EXHIBIT B - Proposed Maintenance Schedule

RESOLUTION NO. SHRC 2022-24

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

November 16, 2022

APPROVAL OF THE 2023 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; and

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. 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 and adopted.

Section 2. The schedules of fees and charges for the Agency, as set forth in Exhibits A and B, are hereby approved.

Section 3. 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 4. The Executive Director, or her designee, is authorized to implement, revise, or update the schedules of fees and charges as set forth in Exhibits A and B and distribute copies to consumers of Agency services.

PASSED AND ADOPTED BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

CHAIR

ATTEST:

CLERK

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
All Agency	Reproduction - Agency Employees	\$.10 per side
	Hard Copy Reproduction - Outside Agency	\$.10 per side
	Public Record Request - Scanned Documents	\$.10 per page scanned in excess of 300 pages
	Public Record Request - Agency Documents Sent to Outside Scanning Service	Actual Cost
	Public Records Request - Postage	Actual Cost
	Tape Cassette, CD Reproduction, DVD or USB Flash Drive	\$8.00 plus any applicable postage costs
	Personal Fax Transmissions	\$.10 per incoming page
	Personal Fax Transmissions	\$.75 per outgoing page
Development	Good Faith Deposit/Option Fees	No set deposit; 10% recommend for disposition and development agreements (DDA's); Agency keeps if other party does not perform
	Industrial Development Bond Local Fee (through Bonds for Industry Agreement)	25 basis points at bond closing
	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. Max \$25,000
	Multi-Family Loan and Mortgage Revenue Bond Full Application Fee	\$ 12,500
Finance	Returned Checks	\$10.00 \$20.00 per check
	Taxpayer Identification Number (TIN)	\$100.00 per incorrect TIN resulting in payment of penalty to IRS.

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
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.
Housing Authority Maintenance	Maintenance Fees and Charges Schedule	See Maintenance Schedule for Fees and Charges Schedule
Housing Authority Management	Late Fees	\$20.00 per occurrence
	Legal Fees	All costs associated with lease enforcement or eviction will be determined by actual cost to the agency. Fees will be determined by the contract and the court.
	Missed PHA Contractor Trip Charge	All Contractor and/or Vendor actual trip charges for missed appointments that were scheduled.
	Pet Security Deposit - Dogs and Cats	Medically Certified Companion/ Service Animal: no charge. Families and Elderly/disabled: \$250 per pet.
	Security Deposits	Greater of \$250 or one month's rent per unit.
	Smoke/CO Detector - Tampering	\$ 50.00
Legal	Assignments of loans, OPAs or DDAs after doption. Legal review of subordination agreement following project completion.	\$2,000 minimum legal service fee and \$250 per hour exceeding 10 hours.
	Amendments or Modifications to loans, OPAs or DDAs after adoption.	\$2,500 minimum legal service fee, \$250 per hour exceeding 10 hours.

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
	Coordination of NEPA review for HUD grants to nonprofits	\$2,000 minimum environmental coordination fee and all third party costs associated with the review.
	Authorized legal review and work for other agencies.	\$300 per hour.
Homeowner-ship Services	Mortgage Credit Certificate (MCC) Program Application Fee	\$350 Non-refundable
	Mortgage Credit Certificate Lender Participation Fee	\$ 350 Initial Application Fee
	Reissued MCC Application Fee	\$ 300.00
	Mortgage Credit Certificate Extension	\$50.00 for 30 days
	Lender Participation Fee Renewal	\$ 300.00
	Demand Statement Preparation Fee	\$ 35.00
	Demand Update Fee (if required)	\$ 20.00
	Reconveyance Fee	\$ 45.00
	Recording Fee	Per County Recorder Fee Schedule
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.
	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.

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
	Regulatory Agreement Monitoring Fees - City Zero Development Impact Fee and City and County Density Bonus	\$2,500 fee; PLUS: (formula > 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
	Density Bonus Regulatory agreement	\$2,500 fee
	Loan Payment Late Fee - Multifamily	5% of monthly payment if payment not made within 15 days after payment due date
	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.
	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.
Portfolio Management-Multifamily Regulatory	Subordination Redraw Fee - Single Family	\$ 100.00
	Subordinate Processing Fee - Multifamily	\$500

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
Agreement Compliance (Cont'd)	Subordination Processing Fee - Single Family	\$ 300.00
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.
	Incorrect eligibility documentation	Initial \$50 per file for incorrect calculations, verifications, required documents; \$50 per month until corrected.
	Failure to complete Annual Recertification	Initial \$250 for each incomplete file; \$50 per month until corrected.
	Failure to maintain tenant eligibility records	Initial \$500 per unit, and again every 90 days until violation is resolved.
	Incorrect Rents	\$100 for each over-charged unit.
	Failure to submit complete and correct monthly Bond Report by due date.	Initial \$100 per report. \$ 100 per day until violation is resolved.
	Failure to comply with approved Management Plan	Initial \$100 per report.
	Failure to submit complete and accurate quarterly Resident Services report by due date	Initial \$100 per report. \$100 per day until violation is resolved.
	Failure to provide a resident service required by Resident Services Plan	Initial \$250 per service. \$100 per day until violation is resolved.
	Noncompliant lease.	\$100 per noncompliant lease.
Verifiable existence of toxic mold	Initial \$200 per unit. 30 days to obtain certification unit is mold free. \$75 per day after 30 days.	

**Exhibit A - Sacramento Housing and Redevelopment Agency
Agency Schedule of Fees and Charges Redlined
Effective Date: January 1, 2023**

Charging Department	Activity	Current Rate
	Broken pipes and plumbing facilities	\$200 per unit.
	Non-working smoke detectors	\$200 per unit.
	Window with large cracks or missing glass	\$200 per unit.
	Infestation of roaches or vermin	\$200 per infested unit.
Portfolio Management-Regulatory Agreement & Compliance Violations (Cont'd)	Non-working heating unit (Winter) OR Non-working air conditioning unit (Summer)	\$500 per non-working unit.
	Excessive amount of urine/feces	\$200 per unit.
	Excessive amount of trash/garbage	\$75 per unit.
	Hazardous exterior conditions	\$500 per hazardous condition.
	Large holes in walls/ceilings	\$100 per unit.
	Non-operation Security Gate	\$500 per non-working gate.
	No Security Cameras (if required)	\$250 per discovery.
	Non-working Security Cameras	\$100 per camera per discovery.
	Non-working on non-accessible amenities/services	\$100 per item per discovery. \$75 reinspection fee.
Agency Clerk	Agenda Packets (hard copy Outside Agency)	\$600 per year
Facility Use	Non-resident group area of Community Room	Security Deposit \$50.00 (refundable Cleaning Deposit) Basic Charge - \$5.00 per hour
	Commission Room (801 12th Street) and Riverview Plaza Meeting Room Rental	Security Deposit \$50.00 First Hour \$40.00 Each Additional Hour \$30.00

Exhibit B - Sacramento Housing and Redevelopment Agency

Maintenance Schedule of Fees and Charges

Effective Date: January 1, 2023

	Item	2022 Labor Charge (per each)	2022 Materials Charge (per each)	2023 Proposed Materials Charge	2023 Total (Labor & Material)	% of Change
	Appliances & Accessories	Labor	Materials		Total L & M	
1	Freezer Door Gasket	\$ 19.80	\$ 57.91		\$ 77.71	
2	Hood Fan Assembly	\$ 9.90	\$ 31.55	\$ 35.00	\$ 44.90	8%
3	Hood Fan Filter	\$ 9.90	\$ 6.00		\$ 15.90	
4	Oven Door (varying depending on	\$ 9.90	Service Only		\$ 9.90	
5	Oven Door Handle	\$ 9.90	\$ 45.00		\$ 54.90	
6	Range Burner, Electric	\$ 9.90	\$ 13.19	\$ 18.40	\$ 28.30	23%
7	Range Burner, Gas	\$ 3.30	\$ 28.69		\$ 31.99	
8	Range Elec. Broiler Pan, Replace	\$ 3.30	\$ 28.69		\$ 31.99	
9	Range Gas Broiler Pan, Replace	\$ 9.90	\$ 33.85		\$ 43.75	
10	Range, Clean	\$ 79.20	Service Only		\$ 79.20	
11	Range Hood, 30", Replace	\$ 39.60	\$ 58.24	\$ 70.00	\$ 109.60	12%
12	Range Hood, 36", Replace	\$ 39.60	\$ 64.15	\$ 76.00	\$ 115.60	11%
13	Range Hood, 42", Replace	\$ 39.60	\$ 72.99	\$ 80.00	\$ 119.60	6%
14	Range, Inf. Switch	\$ 9.90	\$ 29.75		\$ 39.65	
15	Range, Knobs	\$ 3.30	\$ 24.26		\$ 27.56	
16	Range, Oven Rack 20"	\$ 3.30	\$ 27.37		\$ 30.67	
17	Range, Oven Rack 30"	\$ 3.30	\$ 43.63		\$ 46.93	
18	Range, Oven Control, Gas	\$ 19.80	\$ 67.54		\$ 87.34	
19	Range, Oven Control, Electric	\$ 19.80	\$ 58.45		\$ 78.25	
20	Range, Replace Electric 20"	\$ 39.60	\$ 475.00	\$ 525.00	\$ 564.60	10%
21	Range, Replace Electric Gas 30"	\$ 39.60	\$ 440.00	\$ 470.00	\$ 509.60	6%
22	Range, Replace Gas 20"	\$ 39.60	\$ 425.00	\$ 545.00	\$ 584.60	26%
23	Range, Replace Electric 30"	\$ 39.60	\$ 440.00	\$ 555.00	\$ 594.60	24%
24	Range, Stove-top Grate	\$ 3.30	\$ 22.95		\$ 26.25	
25	Refrigerator, Replace (all sizes)	\$ 19.80	\$ 570.00	\$ 610.00	\$ 629.80	7%
26	Refrigerator, Clean	\$ 79.20	Service Only		\$ 79.20	
27	Refrigerator, Crisper	\$ 3.30	\$ 86.95		\$ 90.25	
28	Refrigerator, Crisper Cover	\$ 3.30	\$ 64.88		\$ 68.18	
29	Refrigerator, Gasket	\$ 39.60	\$ 71.95		\$ 111.55	
30	Refrigerator, Shelf Front	\$ 6.60	\$ 38.40		\$ 45.00	
31	Refrigerator, Door Liner	\$ 39.60	\$ 16.90		\$ 56.50	
32	Top Burner, Grate/Gas - Replace	\$ 20.00	\$ 22.92		\$ 42.92	
	Bath Accessories	Labor	Materials			
33	Medicine Cabinet Shelf	\$ 3.30	\$ 6.44		\$ 9.74	
34	Medicine Cabinet Complete	\$ 19.80	\$ 55.99		\$ 75.79	
35	Toilet Paper Holder, Replace	\$ 9.90	\$ 8.29		\$ 18.19	
36	Toilet Paper Spindle, Replace	\$ 3.30	\$ 1.82		\$ 5.12	
37	Toilet Seat (Elongated)	\$ 9.90	\$ 19.99		\$ 29.89	
38	Toilet Seat (Regular)	\$ 9.90	\$ 11.23		\$ 21.13	
39	Toilet Tank Lid, Replace	\$ 9.90	\$ 32.99		\$ 42.89	
40	Tub/Shower Stopper (Fit-all)	\$ 3.30	\$ 3.29		\$ 6.59	
41	Tub/Shower (Toe-stopper)	\$ 3.30	\$ 9.79		\$ 13.09	
42	Towel Bar, Replace	\$ 9.90	\$ 10.29		\$ 20.19	

Exhibit B - Sacramento Housing and Redevelopment Agency

Maintenance Schedule of Fees and Charges

Effective Date: January 1, 2023

43	Tub/Shower Curtain Rod, Replace	\$ 6.60	\$ 15.52		\$ 22.12	
	Carpentry	Labor	Materials	Proposed Change	Total L & M	% of Change
44	Banister (price per linear foot)	\$ 20.00	\$ 2.98		\$ 22.98	
45	Baseboard 2 3/8 Reversible (per	\$ 20.00	\$ 1.26		\$ 21.26	
46	Breadboard, Replace	\$ 6.60	\$ 22.99		\$ 29.59	
47	Bi-fold/Bi-pass Door, Set	\$ 59.40	\$ 64.00		\$ 123.40	
48	Cabinet Drawer Track	\$ 19.80	\$ 2.85		\$ 22.65	
49	Cabinet Drawer, Replace	\$ 39.60	\$ 19.95	\$ 24.80	\$ 64.40	8%
50	Cabinet, Vanity, Replace	\$ 39.60	\$ 102.00	\$ 160.00	\$ 199.60	41%
51	Closet Bi-pass Floor Guides	\$ 9.90	\$ 0.97		\$ 10.87	
52	Closet Pole Center Support Bracket	\$ 9.90	\$ 3.99	\$ 4.76	\$ 14.66	6%
53	Closet Pole End Brackets	\$ 9.90	\$ 0.40	\$ 4.09	\$ 13.99	36%
54	Door Bumpers, Common Replace	\$ 3.30	\$ 1.26		\$ 4.56	
55	Door Casing (per stick) *	\$ 59.60	\$ 5.78		\$ 65.38	
56	Door Jamb, Repair	\$ 39.60	\$ 15.69		\$ 55.29	
57	Door Viewer, Replace	\$ 6.60	\$ 3.99		\$ 10.59	
58	Door, Metal, Replacement*	\$ 143.80	\$ 120.00		\$ 263.80	
59	Door, Wood, Interior*	\$ 143.80	\$ 55.79	\$ 114.90	\$ 258.70	30%
60	Door, Pocket HC, Replace*	\$ 118.80	\$ 55.79	\$ 114.90	\$ 233.70	34%
61	Door, Weather Stripping	\$ 19.80	\$ 9.00	\$ 25.00	\$ 44.80	56%
	Electrical & Lighting	Labor	Materials			
62	Electric Outlet Cover	\$ 3.30	\$ 0.35		\$ 3.65	
63	Electric Switch Cover	\$ 3.30	\$ 0.35		\$ 3.65	
64	Light Bulb/Appliances	\$ 3.30	\$ 0.94	\$ 1.26	\$ 4.56	8%
65	Lamp (Light Bulb, Replace (60 watt)	\$ 3.30	\$ 1.29	\$ 3.25	\$ 6.55	43%
66	Light Bulb/2' T-12	\$ 3.30	\$ 6.12		\$ 9.42	
67	Light Bulb/2' T-8	\$ 3.30	\$ 5.97		\$ 9.27	
68	Light Bulb/4' T-12	\$ 3.30	\$ 2.35		\$ 5.65	
69	Light Bulb/4' T-8	\$ 3.30	\$ 6.05		\$ 9.35	
70	Light Bulb/6" Circline	\$ 3.30	\$ 6.19		\$ 9.49	
71	Light Bulb/8" Circline	\$ 3.30	\$ 8.37		\$ 11.67	
72	Light Bulb/12" Circline	\$ 3.30	\$ 10.37		\$ 13.67	
73	Light Bulb, 28 Watt Quad	\$ 3.30	\$ 14.29		\$ 17.59	
74	Light Diffuser, Circline	\$ 3.30	\$ 15.99	\$ 22.00	\$ 25.30	31%
75	Light Diffuser, Glass Drum	\$ 3.30	\$ 12.89	\$ 17.35	\$ 20.65	28%
76	Light Diffuser, 4 ft.	\$ 3.30	\$ 24.37	\$ 30.15	\$ 33.45	21%
77	Light Diffuser, Exterior Porch	\$ 3.30	\$ 9.99		\$ 13.29	
78	Light Fixture, 2' or 4' Bulb,	\$ 39.60	\$ 67.99		\$ 107.59	
79	Light Fixture, Circline	\$ 19.80	\$ 52.79		\$ 72.59	
80	Light Fixture, Emergency Exit	\$ 39.60	\$ 72.99		\$ 112.59	
81	Exterior Wall Pack (Light Fixture)	\$ 39.60	\$ 155.77		\$ 195.37	
82	Porch Light Shade/Plastic	\$ 3.30	\$ 5.65		\$ 8.95	
83	Porch Light Shade/Glass	\$ 3.30	\$ 24.05		\$ 27.35	
84	Receptacle, Replace: 110 Basic	\$ 19.80	\$ 0.70		\$ 20.50	
85	Receptacle, Replace: GFI	\$ 19.80	\$ 16.32	\$ 19.65	\$ 39.45	9%
86	Receptacle, Replace: Appliance	\$ 39.60	\$ 4.89		\$ 44.49	

Exhibit B - Sacramento Housing and Redevelopment Agency

Maintenance Schedule of Fees and Charges

Effective Date: January 1, 2023

	Electrical & Lighting Cont'd	Labor	Materials	Proposed Change	Total L & M	% of Change
87	Smoke Detector, Tampering	\$ 50.00	Flat Rate		\$ 50.00	
88	Carbon Dioxide/Smoke Detector	\$ 9.90	\$ 59.99		\$ 69.89	
89	120 Volt Smoke Detector	\$ 9.90	\$ 53.54		\$ 63.44	
90	Battery Smoke Detector	\$ 9.90	\$ 58.41		\$ 68.31	
91	Switch, Replace	\$ 9.90	\$ 2.99		\$ 12.89	
92	Splitter/TV	\$ 6.60	\$ 3.75		\$ 10.35	
93	Telephone, Jack Replacement	\$ 9.90	\$ 1.25		\$ 11.15	
	Floor Coverings & Accessories	Labor	Materials			
94	Floor Tile, Replace 12" X 12" (each)	\$ 6.60	\$ 0.87		\$ 7.47	
95	Carpet/Glue Down (or actual cost)	Actual Cost	\$ 18.73		\$ 18.73 + Actual Labor Charge	
96	Carpet w/Pad (actual cost or pro rate)	Actual Cost or Pro rate	\$ 12.53		\$ 12.53 + Actual Labor Charge	
97	2 1/2" or 4" Base/per Foot	\$ 6.60	\$ 1.16		\$ 7.76	
	Glazing & Hardware	Labor	Materials			
98	Patio Sliding Door Handle	\$ 9.90	Special Order		\$ 9.90 + Special Order Price	
99	Patio Sliding Door Latch	\$ 9.90	Special Order		\$ 9.90 + Special Order Price	
100	Window Board up/Clean-Up (per Task Order pricing)	\$ 39.60	Service Only		\$ 39.60	
101	Window Glass 20" X 20"/single pane	\$ 85.00	\$ 23.70		\$ 108.70	
102	Window Glass 24" X 24"/single pane	\$ 85.00	\$ 31.60		\$ 116.60	
103	Window Glass 24" X 60"/single pane	\$ 85.00	\$ 79.00		\$ 164.00	
104	Window Glass 36" X 36"/single pane	\$ 85.00	\$ 45.52		\$ 130.52	
105	Window Glass 36" X 60"/single pane	\$ 85.00	\$ 91.59		\$ 176.59	
106	Window Glass 50" X 50"/single pane	\$ 85.00	\$ 96.23		\$ 181.23	
107	Window Glass 20" X 20"/dual pane	\$ 115.00	\$ 48.15		\$ 163.15	
108	Window Glass 24" X 24"/dual pane	\$ 115.00	\$ 64.20		\$ 179.20	
109	Window Glass 24" X 60"/dual pane	\$ 115.00	\$ 160.50		\$ 275.50	
110	Window Glass 36" X 36"/dual pane	\$ 115.00	\$ 101.25		\$ 216.25	
111	Window Glass 36" X 60"/dual pane	\$ 115.00	\$ 168.75		\$ 283.75	
112	Window Glass 50" X 50"/dual pane	\$ 175.00	\$ 195.30		\$ 370.30	
113	Window 20" X 20"/Screen	\$ 19.80	\$ 17.60		\$ 37.40	
114	Window 24" X 24"/Screen	\$ 19.80	\$ 20.72		\$ 40.52	
115	Window 24" X 60"/Screen	\$ 19.80	\$ 34.76		\$ 54.56	
116	Window 36" X 36"/Screen	\$ 19.80	\$ 30.08		\$ 49.88	
117	Window 36" X 60"/Screen	\$ 19.80	\$ 39.44		\$ 59.24	
118	Window 50" X 50"/Screen	\$ 19.80	\$ 41.00		\$ 60.80	
119	Window Lock, Casement	\$ 9.90	Special Order		\$ 9.90 + Special Order Price	
120	Window Operator, Casement	\$ 19.80	Special Order		\$ 19.80 + Special Order Price	

Exhibit B - Sacramento Housing and Redevelopment Agency

Maintenance Schedule of Fees and Charges

Effective Date: January 1, 2023

	Heating & Air	Labor	Materials	Proposed Change	Total L & M	% of Change
121	A/C Thermostat	\$ 9.90	\$ 37.99		\$ 47.89	
122	Furnace, Thermostat	\$ 9.90	\$ 37.99		\$ 47.89	
123	Exhaust Fan Cover	\$ 9.90	\$ 7.59		\$ 17.49	
	Locks, Keys & Hardware	Labor	Materials			
124	Eviction Lockout	\$ 39.60	Labor Only		\$ 39.60	
125	Combo Lock Repair	\$ 19.80	Service Only		\$ 19.80	
126	Combo Lock Replace	\$ 19.80	\$ 62.99		\$ 82.79	
127	Deadbolt, Replace Smart Lock	\$ 19.80	\$ 36.89	\$ 38.75	\$ 58.55	3%
128	Door Lever Knobset (interior)	\$ 9.90	\$ 18.99		\$ 28.89	
129	Door Standard Knobset (exterior)	\$ 9.90	\$ 9.49		\$ 19.39	
130	Drawer Pulls	\$ 9.90	\$ 3.99		\$ 13.89	
131	Gate Hinge	\$ 19.80	\$ 29.11		\$ 48.91	
132	Gate Latch	\$ 9.90	\$ 4.97		\$ 14.87	
133	Garage OH Door Handle	\$ 19.80	\$ 10.99		\$ 30.79	
134	Garage Door, Bolt Lock	\$ 19.80	\$ 18.59		\$ 38.39	
135	Key (Best Replacement)	\$ 9.90	\$ 7.50		\$ 17.40	
136	Key (Unit Replacement)	\$ 9.90	\$ 0.50		\$ 10.40	
137	Key (Unit Replacement/Delivered)	\$ 9.90	\$ 0.50		\$ 10.40	
138	Lock, Install-a-Lock Wrap Around (single)	\$ 19.80	\$ 22.00		\$ 41.80	
139	Lock, Install-a-Lock Wrap Around (combo)	\$ 19.80	\$ 32.00		\$ 51.80	
140	Lock/Key in Knob/Entry	\$ 19.80	\$ 18.99		\$ 38.79	
141	Lock Change (non-damaged lock) + 2 Keys	\$ 19.80	\$ 1.00		\$ 20.80	
142	Lockout After Regular Business Hours	Call Locksmith	Locksmith Charge		Per Locksmith Charges	
143	Mailbox Lock Replace	\$ 9.90	\$ 6.89		\$ 16.79	
144	Mechanical Door Chime	\$ 19.80	\$ 23.99		\$ 43.79	
145	Privacy/Passage/Patio Locks,	\$ 9.90	\$ 10.99	\$ 21.50	\$ 31.40	50%
146	Store Room/Community Room Locks	\$ 19.80	\$ 76.00		\$ 95.80	
147	Auto Gate Clickers	N/A	\$ 44.00		\$ 44.00	
148	Pedestrian CARD Readers	N/A	\$ 12.00		\$ 12.00	
	Paint & Preparation	Labor	Materials			
149	Paint, Interior/Exterior Door Stain Finish	\$ 39.60	\$ 9.99		\$ 49.59	
150	Paint/Interior/Exterior Door Paint Finish	\$ 39.60	\$ 9.99		\$ 49.59	
	Plumbing	Labor	Materials			
151	Basin Faucet, Replace	\$ 19.80	\$ 56.37	\$ 89.10	\$ 108.90	43%
152	Basin Stopper	\$ 3.30	\$ 4.76		\$ 8.06	
153	Basin, Replace	\$ 59.40	\$ 31.49	\$ 44.00	\$ 103.40	14%
154	Basin, P-Trap, Replace	\$ 9.90	\$ 17.81	\$ 25.70	\$ 35.60	28%
155	Basket Strainer (crumb cup)	\$ 3.30	\$ 6.85		\$ 10.15	
	Plumbing Cont'd	Labor	Materials	Proposed Change	Total L & M	% of Change
156	Drain Stoppage, Tub/Shower	\$ 39.60	Service Only		\$ 39.60	

**Exhibit B - Sacramento Housing and Redevelopment Agency
Maintenance Schedule of Fees and Charges
Effective Date: January 1, 2023**

157	Drain Stoppage, Sink	\$ 39.60	Service Only		\$ 39.60	
158	Flush Tank (Toilet)	\$ 39.60	\$ 64.40		\$ 104.00	
159	Garbage Disposal Stopper	\$ 3.30	\$ 2.65		\$ 5.95	
160	Garbage Disposal, Replace	\$ 39.60	\$ 94.04		\$ 133.64	
161	Garbage Disposal, Splash Guard	\$ 9.90	\$ 4.51		\$ 14.41	
162	Garbage Disposal, Stoppage	\$ 9.90	\$ 1.89		\$ 11.79	
163	Gas Connector, Replace	\$ 19.80	\$ 19.65		\$ 39.45	
164	Hand Held Shower Head (Wand	\$ 9.90	\$ 24.29		\$ 34.19	
165	Hose Bibs, Replace	\$ 19.80	\$ 6.49		\$ 26.29	
166	Kitchen Faucet, Replace	\$ 19.80	\$ 47.29	\$ 53.10	\$ 72.90	9%
167	Laundry Faucet, Replace	\$ 19.80	\$ 28.48		\$ 48.28	
168	Lavatory	\$ 118.80	\$ 34.49		\$ 153.29	
169	Toilet Bowl, Std. Only	\$ 39.60	\$ 56.00		\$ 95.60	
170	Toilet Bowl, Elongated	\$ 39.60	\$ 125.10		\$ 164.70	
171	Toilet Bowl, ADA	\$ 39.60	\$ 112.50		\$ 152.10	
172	Toilet Stoppage/Local	\$ 19.80	Service Only		\$ 19.80	
173	Toilet Standard, Replace	\$ 39.60	\$ 120.00	\$ 140.00	\$ 179.60	13%
174	Shower Head	\$ 6.60	\$ 6.29		\$ 12.89	
	Window Coverings & Screens	Labor	Materials			
175	Screen Door Closer	\$ 9.90	\$ 13.68	\$ 15.00	\$ 24.90	6%
176	Screen Door Grill 36" X 36"	\$ 9.00	\$ 22.99		\$ 31.99	
177	Screen Door Kick Panel	\$ 39.60	\$ 22.99		\$ 62.59	
178	Screen Door Latch	\$ 6.60	\$ 4.69		\$ 11.29	
179	Screen Door/Passage	\$ 39.60	\$ 49.00		\$ 88.60	
180	Screen Door, Storm Door/Replace	\$ 59.40	\$ 128.00		\$ 187.40	
181	Screen Door/Std./Rescreen	\$ 39.60	\$ 50.40		\$ 90.00	
182	Shower Door Kit/Towel Bar	\$ 9.90	\$ 20.85		\$ 30.75	
183	Sliding Screen Door/Rescreen	\$ 9.90	\$ 20.10		\$ 30.00	
184	Patio Door Vertical Blind	\$ 19.80	\$ 50.87		\$ 70.67	
185	Vertical Blind - 0-53"	\$ 9.90	\$ 48.91		\$ 58.81	
186	Vertical Blind - 53-78"	\$ 9.90	\$ 69.88		\$ 79.78	
187	Vertical Blind - 78-104"	\$ 9.90	\$ 91.85		\$ 101.75	
188	Vertical Blind Slats	\$ 9.90	\$ 2.00		\$ 11.90	

Explanation of Charges Not Covered

- 1) The adjusted rate in this Schedule of Fees and Charges does not reflect the trip charge. A trip charge will apply to all
 - 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
- * The charge is for more than one trade.



November 16, 2022

Sacramento Housing and Redevelopment Commission
Sacramento, California

SUBJECT Oak Park Lot Development Project: Authorization for Executive Director to Execute Conditional Grant Agreement for \$1,000,000 from City of Sacramento Mixed-Income Housing Ordinance Funds for the Oak Park Lot Development Project

Honorable Members in Session:

SUMMARY

The attached Sacramento Housing and Redevelopment Commission resolution provides the authorization for the Executive Director to execute a Conditional Grant Agreement for \$1,000,000 from City of Sacramento Mixed-Income Housing Ordinance funds for the Oak Park Lot Development Project.

The attached report is also submitted to you for review prior to final approval at the City of Sacramento.

Respectfully Submitted,


LA SHELLE DOZIER
Executive Director

Attachments

1. SHRC Resolution 2022-25
2. City: Staff Report
3. City: City Council Resolution
4. City: EXHIBIT A - Conditional Grant Agreement
5. City: Housing Authority Resolution
6. City: EXHIBIT A - DDA Final Redline - Developer
7. City: Maps

RESOLUTION NO. SHRC 2022-25

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

November 16, 2022

OAK PARK LOT DEVELOPMENT PROJECT: AUTHORIZATION FOR EXECUTIVE DIRECTOR TO EXECUTE CONDITIONAL GRANT AGREEMENT FOR \$1,000,000 FROM CITY OF SACRAMENTO MIXED-INCOME HOUSING ORDINANCE FUNDS FOR THE OAK PARK LOT DEVELOPMENT PROJECT

WHEREAS, on October 25, 2016, the Vacant Lot Disposition Strategy was approved by the Housing Authority of the City of Sacramento Resolution 2016-0022; and

WHEREAS, pursuant to the Vacant Lot Development Strategy, the Sacramento Housing and Redevelopment Agency (SHRA) issued a Request for Proposals (RFP) on April 1, 2022, for single-family home developers to construct homes on 10 Housing Authority owned vacant residential lots within the Oak Park neighborhood (Project). On June 3, 2022 a development team led by Habitat for Humanity of Greater Sacramento (Developer) was awarded the project; and

WHEREAS, the Housing Authority and Developer desire to enter into a Disposition and Development Agreement (DDA) to convey the property in two separate phases for the development of 10 single-family homes. New homes that are built are to be sold to households earning no more than 80% Area Median Income (AMI) to increase the community's supply of affordable housing; and

WHEREAS, the Sacramento Housing and Redevelopment Agency (SHRA) and Habitat for Humanity of Greater Sacramento desire to enter into a conditional grant agreement using \$1,000,000 dollars of City Mixed-Income Housing Ordinance funds for the development of 10 single-family homes on vacant lots owned by the Housing Authority.

WHEREAS, the recommended actions have been reviewed pursuant to the California Environmental Quality Act (CEQA) requirements under Title 14 of the California Code of Regulations (CCR) and the actions have been determined to be exempt per CEQA Guidelines §15312, §15332, and §15061(b)(3). No federal funds are involved; therefore, the National Environmental Policy Act does not apply.

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 and adopted.

Section 2. The SHRA Executive Director or her designee is authorized to execute the \$1,000,000 Mixed Income Housing Ordinance Conditional Grant Agreement with Habitat for Humanity of Greater Sacramento.

Section 3. The SHRA Executive Director or her designee is authorized to enter into and execute other agreements, including but not limited to Regulatory agreements, approved as to form by SHRA’s General Counsel, as necessary to complete the Project.

PASSED AND ADOPTED BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

CHAIR

ATTEST:

CLERK



**REPORT TO
CITY COUNCIL AND HOUSING
AUTHORITY**

City of Sacramento

915 I Street, Sacramento, CA 95814-2671

www.CityofSacramento.org

**Public Hearing
December 13, 2022**

**Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Housing Authority Board**

**Title: Approval of Disposition and Development Agreement and Grant Agreement
for Ten Housing Authority Vacant Lots in Oak Park**

Location/Council District: 2708, 2718, 2536, 37th Street; 3700 2nd Avenue; 3900 4th Avenue; 3536 20th Avenue; 2627, 2629 36th Street; 3240 8th Avenue; 3550 40th Street/Council District 5

Recommendation: Adopt 1) a **City Council Resolution:** a) authorizing the Sacramento Housing and Redevelopment Agency (SHRA) to negotiate, enter into execute and amend as needed a \$1 million dollar Conditional Grant Agreement with Habitat for Humanity of Greater Sacramento (Developer) for the Oak Park Lot Development Project; b) approving the Oak Park Lot Development Project and amending the Sacramento Housing and Redevelopment Agency (SHRA) budget to allocate \$1 million in Mixed Income Housing Ordinance Funds (MIHF); c) authorizing SHRA to negotiate, enter into execute and amend other agreements, including but not limited to Regulatory Agreements, approved as to form by SHRA's General Counsel, as necessary to complete the Project; and, 2) a **Housing Authority Resolution:** a) authorizing the Executive Director, or her designee to negotiate, enter into, execute and amend as needed a Disposition and Development Agreement (DDA) with the Developer for conveying ownership of 10 vacant lots to be developed into single family homes; b) authorizing the Executive Director, or her designee, to negotiate, enter into execute and amend other agreements, including but not limited to Regulatory Agreements, approved as to form by SHRA's General Counsel, as necessary to complete the Project; c) finding that the sale of the property for construction of new single-family homes is consistent with the Implementation Plan for Oak Park and will assist in the elimination of blight and increase the supply of affordable housing for low- and moderate-income households; and d) finding that the properties are not required for the foreseeable needs of the Housing Authority, and disposition of the lots for the construction of affordable housing is consistent with California Health and Safety Code section 34312.3(b) and goals of the Housing Authority.

Contact: Christine Weichert, Director, Director of Development Finance, cweichert@shra.org, (916) 440-1353, Sacramento Housing and Redevelopment Agency

Presenter: Celia Yniguez, Program Manager, cyniguez@shra.org, (916) 440-1350, Sacramento Housing and Redevelopment Agency

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue Detail: The Vacant Lot Disposition Strategy, approved by Housing Authority Resolution 2016-0022 on October 25, 2016, authorized the sale of underutilized Housing Authority owned vacant land for the development of affordable housing. The Vacant Lot Disposition Strategy authorized issuing Requests for Proposals (RFP) for the sale of lots ready for development. An RFP for ten vacant lots in the Oak Park neighborhood was issued on April 1, 2022. The RFP divided the ten lots into two groups of five; each group required a separate proposal. Habitat for Humanity of Greater Sacramento (Developer), the sole respondent, successfully met the criteria outlined in the RFP, and was awarded the Project. The Developer proposes a two-phased strategy to develop single-family homes which they will sell to home buyers earning 80 percent of Area Median Income (AMI) or less. The Developer estimates completion of approximately 16 months for the first five lots and an additional 14 months for the second phase of five lots.

The Developer

Habitat for Humanity of Greater Sacramento (Developer) has a long history of partnering with local municipalities in the Sacramento and Yolo County areas to produce quality affordable housing. The Developer is a nonprofit self-help housing organization dedicated to constructing affordable homeownership housing and has developed over 225 single family homes in Sacramento.

Oak Park Lot Development Proposal

The Developer proposes eight four-bedroom and two three-bedroom homes for construction on the lots in Oak Park. The four-bedroom designs are two-story units, and the three-bedroom designs are one-story units. The table below outlines the location of the homes and Attachment 6 includes two maps illustrating the locations.

Address	Proposed Floor Plan	Area Median Income (AMI)
2708 37 th Street APN 010-0384-009	Two-story 4-bedroom plan	80%
2718 37 th Street APN 010-0384-010	Two-story 4-bedroom plan	80%
3700 2 nd Avenue APN 014-0091-001	One-story 3-bed plan	80%
3900 4 th Avenue APN 014-0141-050	Two-story 4-bed plan	80%
3536 20 th Avenue APN 020-0212-010	Two-story 4-bed plan	80%
2536 37 th Street APN 010-0324-002	One-story 3-bed plan	80%
2627 36 th Street APN 010-0324-001	Two-story 4-bed plan	80%
2629 36 th Street APN 010-0323-012	Two-story 4-bed plan	80%
3240 8 th Avenue APN 013-0284-005	Two-story 4-bed plan	80%
3550 40 th Street APN 014-0231-047	Two-story 4-bed plan	80%

The financing structure of the project includes the conveyance of each parcel for one dollar, an SHRA conditional grant of \$1 million, contributions from Habitat for Humanity and a Cal Home grant. In addition, the City of Sacramento allocated \$500,000 on October 25, 2022 to the project.

Project Funding Sources	AMOUNTS
Mixed Income Housing Ordinance	\$1,000,000
Redevelopment Funds	\$500,000
Cal Home	\$500,000
Habitat for Humanity	\$943,389
TOTAL	\$2,943,389

Policy Considerations: Public Housing Authorities are required to comply with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998. The disposition of the subject property is consistent with the amended approved Public Housing Agency Annual Plan, the 2007 Housing Authority Asset Repositioning Strategy, and the HUD Notice PIH 2008-017 (HA), which provides guidance on disposition of certain public housing program assets under public housing asset management. The required public notice was completed for the sale of the property to the Developer.

The recommended actions are consistent with a) the 2021-2029 Housing Element goals which encourage infill development, support investment to create equitable neighborhoods, and to assist in the development of affordable housing, and b) the Sacramento Promise Zone Plans and Goals, Sustainably Built Community sub-goal to increase housing types and transit growth to promote livability and connectivity within the Promise Zone (City Council Resolution No. 2015-263).

Economic Impacts: This residential new-construction project is expected to create approximately 34 total jobs (19 direct jobs and 15 jobs through indirect and induced activities) and create \$2,938,094 in total economic output (\$1,805,629 of direct output and another \$1,132,465 of output through indirect and induced activities). The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: California Environmental Quality Act (CEQA): The recommended actions have been reviewed pursuant to the CEQA requirements under Title 14 of the California Code of Regulations (CCR) and the actions have been determined to be exempt per CEQA Guidelines §15312, §15332, and §15061(b)(3). National Environmental Policy Act (NEPA): There are no federal actions, therefore, NEPA does not apply.

Sustainability Considerations: The recommended project will provide housing choices with transportation options near jobs, thereby reducing long commutes and working toward development of a balanced and healthy City. The Project is considered to be infill development and has been reviewed for consistency with the goals, strategies and policies of the 2035 General Plan. If approved, the Project will advance strategies and policies that will directly or indirectly conserve energy resources, in part, from the 2035 General Plan, Housing Element – Strategies and Policies for Conserving Energy Resources, Climate Action Plan – State Energy Efficiency Requirements for New Construction, subsection 7.2: Title 24, Chapter 13 of the California Code of Regulations (CCR) contains California’s building standards for energy efficiency. New home construction will conform to current building codes incorporating improved energy efficiency and enhanced green building standards meeting California standards. The goal is to create a neighborhood of quality affordable and energy efficient homes. All of the lots are located in the Sacramento Promise Zone.

Commission Action: *Sacramento Housing and Redevelopment Commission:* At its November 16, 2022 meeting, the Sacramento Housing and Redevelopment Commission reviewed the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

ABSENT:

Rationale for Recommendation: The actions recommended in this report enable SHRA to continue fulfilling its mission to provide a range of affordable housing opportunities and increasing the affordable housing supply for the City of Sacramento.

Financial Considerations: The report recommends that an allocation of \$1 million in Mixed Income Housing Ordinance Funds (MIHF) funds be granted to the Developer to build affordable single-family homes on the ten Oak Park Lots. Funds will be used for design, permit and construction related costs.

LBE - M/WBE and Section 3 requirements: Not applicable.

Respectfully Submitted by: _____
LA SHELLE DOZIER
Executive Director

Attachments

- 1-Description/Analysis
- 2-City Council Resolution
- 3-Exhibit A - Conditional Grant Agreement
- 4-Housing Authority Resolution
- 5-Exhibit A - Development and Disposition Agreement
- 6-Map

RESOLUTION NO. 2022 -

Adopted by the Sacramento City Council

on date of

OAK PARK LOT DEVELOPMENT PROJECT: AUTHORIZATION TO EXECUTE A CONDITIONAL GRANT AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER SACRAMENTO IN THE AMOUNT OF \$1 MILLION IN CITY MIXED- INCOME HOUSING ORDINANCE FUNDS FOR THE OAK PARK LOT DEVELOPMENT PROJECT

BACKGROUND

- A. On March 11, 2008, the former Redevelopment Agency and the Housing Authority of the City of Sacramento (Housing Authority) entered into a Disposition and Development Agreement (DDA) by Housing Authority Resolution Number 2008-004 to convey title to 15 vacant parcels to the Housing Authority for subsequent development of for-sale single-family homes available to qualified low- or moderate-income purchasers.
- B. On October 25, 2016, the Vacant Lot Disposition Strategy was approved by the Housing Authority of the City of Sacramento (Resolution 2016-0022).
- C. On April 1, 2022, the Sacramento Housing and Redevelopment Agency (SHRA), in compliance with the Vacant Lot Disposition Strategy, issued a Request for Proposals (RFP) for a developer to construct single-family homes on ten Housing Authority-owned vacant residential lots within the Oak Park Neighborhood (Project). On June 3, 2022, a development team led by Habitat for Humanity of Greater Sacramento (Developer) was awarded the project.
- D. SHRA and the Developer desire to enter into a conditional grant agreement for the use of \$1,000,000 dollars of Mixed-Income Housing Ordinance funds for the development of single-family homes on 10 vacant lots owned by The Housing Authority.
- E. In a separate action, the City of Sacramento Housing Authority, as staffed by SHRA, will seek approval to enter into a Disposition of Development Agency (DDA) with the Developer to convey ownership of the property to the Developer in two separate phases for the development of 10 single-family homes. New homes will be sold to buyers earning no more than 80 percent of Area Median Income (AMI) to increase the community's supply of affordable housing.
- F. The recommended actions have been reviewed pursuant to the California Environmental Quality Act (CEQA) requirements under Title 14 of the California Code of Regulations (CCR) and the actions have been determined to be exempt per CEQA Guidelines §15312, §15332, and §15061(b)(3). No federal funds are involved; therefore, the National Environmental Policy Act does not apply.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- 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 Sacramento Housing and Redevelopment Agency is authorized to negotiate, enter into, execute and amend as needed a \$1 million Conditional Grant Agreement with Habitat for Humanity of Greater Sacramento for the Oak Park Lot Development Project. Properties to be developed include 2708, 2718, 2536, 37th Street; 3700 2nd Avenue; 3900 4th Avenue; 3536 20th Avenue; 2627, 2629 36th Street; 3240 8th Avenue; and 3550 40th Street.
- Section 3. The Oak Park Lot Development Project (Project) is hereby approved, and the Sacramento Housing and Redevelopment Agency is authorized to amend its budget to allocate \$1 million of Mixed-Income Housing Ordinance Funds to the Project.
- Section 4. The Sacramento Housing and Redevelopment Agency is authorized to negotiate, enter into, execute and amend other agreements, including but not limited to Regulatory agreements, approved as to form by SHRA's General Counsel, as necessary to complete the Project.

Table of Contents

Exhibit A: Conditional Grant Agreement

CONDITIONAL GRANT AGREEMENT
OAK PARK TEN LOT DEVELOPMENT PROJECT WITH
HABITAT FOR HUMANITY OF GREATER SACRAMENTO
Secured by Deed of Trust

The Sacramento Housing and Redevelopment Agency, a joint powers agency ("Grantor" or "Agency"), whose address is 801 12th Street, Sacramento, California 95814, hereby grants to the Habitat for Humanity of Greater Sacramento, nonprofit, ("Grantee"), with its principal office at 819 N. 10th Street, Sacramento, CA 95811, the principal amount ("Conditional Grant") of One Million Dollars (\$1,000,000) in Mixed Income Housing Ordinance Funds, or so much as may be actually advanced under this Conditional Grant Agreement (this "Agreement") effective _____.

The Conditional Grant is secured by a deed of trust ("Deed of Trust") and regulated by a regulatory agreement ("Regulatory Agreement") recorded against the real property ("Site") described in the attached "Legal Description" incorporated in this Agreement by this reference. This Agreement is subject to the terms and conditions of the Disposition and Development Agreement (DDA) which is hereby incorporated by reference and subject to the terms and conditions stated below.

The Conditional Grant shall become unconditional when the Project is constructed and sold to an income qualified buyer in accordance with the Plans and to the satisfaction of Agency in its sole and absolute discretion, provided that all conditions have then been met and Grantee is not then in default of the DDA or this Agreement. Grantee's obligations regarding repayment of the amount of the Conditional Grant shall cease on a pro rata basis after the completion of each home to the satisfaction of Agency in its sole and absolute discretion, until the entire Conditional Grant becomes unconditional as described above at the completion of the Project. Grantee shall repay the Conditional Grant if Grantee is in default of any of the following covenants and conditions and has not immediately commenced and diligently cured such default:

1. GRANT PURPOSE AND USE OF FUNDS. Grantor is making this Conditional Grant for the public benefits derived from the use of the proceeds in the Oak Park Vacant Lot Development Project ("Project") developed by Habitat for Humanity of Greater Sacramento. The Project entails the construction of 10 single family homes to be purchased by low-income households. Low-income household" means a household whose income does not exceed 80% of median income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development pursuant to section 8 of the United States Housing Act of 1937. The newly constructed homes must also be sold at an affordable price. "Affordable housing price" means a sales price at which low-income households can qualify for the purchase of for-sale dwelling units. Qualification shall be based on no more than 35% of income being applied to housing expenses (mortgage principal and interest, taxes, insurance, and assessments). Grantee shall expend the Conditional Grant proceeds solely to carry out the scope of development work at the legal descriptions outlined in **Attachment 1 (Legal Description)**) in accordance with the budget listed in **Attachment 2 ("Approved Budget")**. Ensure that the

- a. Grantee shall expend Conditional Grant only during the period between the effective date of this Agreement and Completion of the project. No later than 2033. Grantee shall return all unexpended Conditional Grant proceeds to Grantor by check payable to Grantor and delivered to Grantor at the address shown in the preamble above.
- b. Grantee shall strictly comply with all restrictions set forth in the Mixed Income Housing Ordinance Fund Requirements attached to the Regulatory Agreements.
- c. Grantee shall strictly comply with all terms set forth in the Regulatory Agreement for Residential Property and Declaration of Restrictive Covenants Affecting Real Property executed by and between

Grantor and Grantee on concurrently herewith **Attachment 3** (the “Regulatory Agreement”). The Regulatory Agreement is a material consideration for the making of this Conditional Grant Agreement. Grantee shall execute the Regulatory Agreement prior to Close of Escrow and deliver it to Escrow for recordation. Violation of the Regulatory Agreement is an Event of Default under this Conditional Grant Agreement.

2. DEED OF TRUST. Grantee shall grant a Deed of Trust and is a material consideration for awarding the Conditional Grant. Grantee shall execute the Deed of Trust and deliver it to Placer Title 301 University Ave #120, Sacramento, CA 95825 for recordation.

3. DISBURSEMENT. The proceeds of this Conditional Grant shall be disbursed upon execution by each party and delivery to the other party of this Agreement and subject to the following conditions and procedures:

a. **CONDITIONS TO DISBURSEMENT.** Grantor shall not be obligated to disburse any of the Conditional Grant proceeds unless and until all of the conditions are met with respect to each such disbursement:

- i. The proceeds of the Conditional Grant are used solely for the Project. Grantee is not and shall not be in default of the DDA, subject to the rights of Grantee to cure such default as provided in the DDA.
- ii. Grantee is not in default of any provision of this Conditional Grant, subject to the rights of Grantee to cure such default.
- iii. Grantee has fully complied with the following disbursement procedures.

b. **DISBURSEMENT PROCEDURES.** Grantor shall disburse the Conditional Grant proceeds according to the following procedures:

- i. Grantee has made written demand for disbursement stating the amount requested and the intended use of the proceeds to be disbursed.
- ii) Grantee has provided evidence of approved construction plans, drawings and specifications that comply with this Agreement and of necessary building permits from governmental entities having jurisdiction over the Project.
- iii) Grantor has determined that the work, for which disbursement is requested, has been satisfactorily completed.
- iv) No mechanics liens have been filed or recorded on the property
- v) Grantor shall pay each disbursement request within twenty (20) business days after the disbursement request is submitted to Grantor, subject to fulfillment of the conditions precedent as stated in Section 2.1. Grantor shall disburse the actual cost of the work represented in the disbursement request by Grantee.

4. DEFAULT OF DDA. Grantee shall not be default in any material provision of the DDA, subject to the rights of Grantee to cure such default as provided in the DDA.

5. **NO SALE OR EXCESS REFINANCING.** Grantee shall not, without Grantor's written consent: (a) sell or transfer all or any portion of the Site; or (b) refinance the Site for an amount greater than One Hundred Percent (100%) of the independently appraised, fair market value of the Site reduced by the amount of this Conditional Grant remaining unpaid. Grantor shall not withhold consent to sell to an otherwise financially qualified buyer who assumes Grantees obligations under this Conditional Grant and accepts the terms of this Conditional Grant.
6. **MAINTAIN LOANS.** Grantee shall comply with the provisions of all loans secured by the Site and shall promptly and timely cure any default in said loans.
7. **NO NUISANCE.** Grantee shall permit no activity on the Site that may be construed to be a nuisance to any tenant on the Site, to any adjacent tenants or property owners or to the general public. In the event that such a nuisance is occurring on the Site, Grantee shall take immediate action to stop such nuisance and to prevent future occurrences of such nuisance.
8. **OCCUPANCY.** Grantee shall not permit the occupancy of any residential unit on the Site to exceed the occupancy limits established by the U.S. Department of Housing and Urban Development for subsidized housing units.
9. **PROJECT MAINTENANCE.** Grantee shall assure that the following maintenance and use provisions for the Site shall be enforced:
10. **PREVAILING WAGES.** Agency advises Developer that if the Project qualifies as a self-help project as defined in the California Labor Code Section 1720(c)(5)(A) then the Project is not subject to the payment of prevailing wages under California law. The Agency advises the Developer and the Contractor and shall require the Contractor to inform all subcontractors and materialmen furnishing goods or services to the Project of Agency's determination of the applicability of California prevailing wage requirements. Developer and Contractor have had the opportunity to meet with their respective legal counsel and to request a determination of the matter before the California Department of Industrial Relations and any other appropriate governmental bodies. Additionally, the Agency advises the Developer and Contractor make their own independent determinations of the applicability of prevailing wage laws and independently implement such determinations. Developer and Contractor represent that they have made their own independent determinations of the applicability of prevailing wage laws and have independently implemented such determinations. Developer indemnifies, holds harmless and defends Agency from all additional wages, benefits, fees, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from the improper application of California prevailing wage laws to the Project by Developer or Contractor or both of them.
11. **SIGNS.** Grantee shall not install or permit the installation or use of any sign on the Site which creates a hazard by protruding, overhanging, blinking, flashing, exhibiting animation or other dangerous conditions. Grantee shall not install or permit the installation or use of any billboards, pennants, bunting or similar devices for advertising or commercial display which are not in accordance with all applicable ordinances, regulations and codes. All nonconforming signs shall be removed within the time specified by the organization have jurisdiction over the sign or by Grantor.
12. **INDEMNITY.** Grantee indemnifies, and will hold harmless and defend, Grantor, its officers, directors, commissioners, employees and agents against all claims, demands, penalties, judgments, awards, orders, expenses and liabilities related to the Site, Grantee's activities on the Site, or arising from Grantees rights and obligations under this Agreement. Such liabilities include without limitation, strict liability in tort or

liability resulting from a finding that Grantor or Grantee are engaged in a joint venture or partnership. Such expenses include without limitation, court costs, arbitration or mediation fees, witness fees, investigator fees and attorney's fees, whether or not litigation is commenced. The indemnity provisions of this Section 12 shall survive the termination of this Agreement, whatever the reason for such termination.

13. **ATTORNEY'S FEES AND COSTS.** If a party institutes any action (including without limitation, arbitration, mediation, motions, hearings, suits and appeals) to enforce a provision of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its fees, costs and expenses in connection with such action, including without limitation, the prevailing party's expert witness fees, investigator fees and attorney's fees. Payment of such fees shall include payment for such services whether provided by employees of the prevailing party or independent providers. Prevailing party shall mean the party who obtains a more favorable result than that offered by it in settlement of the issues, or in the absence of such settlement offer, the party obtaining a favorable result.
14. **NOT ASSIGNABLE.** Grantee shall have no right to, and shall not, assign this Agreement or the Conditional Grant, whether directly, by operation of law, or otherwise. Any purported assignment shall be void *ab initio*.
15. **BOOKS AND RECORDS.** Grantee shall maintain complete and accurate books and records related to the operation of the Project as are considered reasonable and necessary under generally accepted accounting principals and shall permit Grantor to view the books and records at any time during regular business hours.
16. **INTERPRETATION.** This Agreement incorporates the Deed of Trust, the Regulatory Agreement, and the DDA in this document by this reference. This Agreement integrates all of the terms and conditions related or incidental to its subject matter, and supersedes all negotiations or previous agreements between the parties with respect to its subject matter. As the context may indicate, the singular and plural forms each include the other and gender references include all other genders. If any provision of this Agreement is held invalid for any reason, the other provisions shall be given full force and effect to the extent that the purpose and intent of this Agreement Grant can then be met.
17. **WAIVERS AND AMENDMENTS.** All waivers of the provisions of this Agreement must be in writing and duly executed by the waiving party. All amendments to this Agreement must be in writing and duly executed by Grantor and the Developer.
18. **CUMULATIVE RIGHTS AND REMEDIES.** No right, power or remedy given to Grantor by the terms of this Agreement or the DDA is intended to be exclusive of any other right, power or remedy, and each such right, power or remedy will be cumulative and in addition to every other right, power or remedy given to Grantor by the terms of any instrument, by any statute or otherwise.
19. **NONLIABILITY OF GRANTOR OFFICIALS AND EMPLOYEES.** No member, official or employee of Grantor shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by Grantor or for any obligations under the terms of this Agreement.

20. NOTICES AND DEMANDS. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail postage or prepaid, return receipt requested, or delivered personally or by national courier service, delivery charges prepaid, to the address set out above, or at such other address for the receiving party as has been duly noticed under this Section

EXECUTED AT SACRAMENTO, CALIFORNIA, as of the date first written above.

GRANTEE:

GRANTOR:

**HABITAT FOR HUMANITY OF GREATER
SACRAMENTO, INC., A CALIFORNIA NONPROFIT
CORPORATION**

**SACRAMENTO HOUSING AND REDEVELOPMENT
AGENCY, A JOINT POWERS AGENCY**

By: _____
Leah Miller
Chief Executive Officer

By: _____
La Shelle Dozier
Executive Director

Approval as to form:

Grantor's Counsel

RESOLUTION NO. 2022 -

Adopted by the Housing Authority of the City of Sacramento

on date of

OAK PARK LOT DEVELOPMENT PROJECT: AUTHORIZATION FOR THE EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER SACRAMENTO FOR THE DEVELOPMENT OF AFFORDABLE SINGLE-FAMILY HOMES ON TEN VACANT LOTS IN THE OAK PARK COMMUNITY

BACKGROUND

- A. On March 11, 2008, the former Redevelopment Agency and the Housing Authority of the City of Sacramento (Housing Authority) entered into a Disposition and Development Agreement (DDA) by Housing Authority Resolution Number 2008-004 to convey title to 15 vacant parcels to the Housing Authority for subsequent development of for-sale single-family homes available to qualified low- or moderate-income purchasers.
- B. On October 25, 2016, the Vacant Lot Disposition Strategy was approved by Housing Authority Resolution 2016-0022.
- C. On April 1, 2022, the Sacramento Housing and Redevelopment Agency (SHRA), in compliance with the Vacant Lot Disposition Strategy, issued a Request for Proposals (RFP) for a developer to construct single-family homes on ten Housing Authority-owned vacant residential lots within the Oak Park Neighborhood (Project). On June 3, 2022, a development team led by Habitat for Humanity of Greater Sacramento (Developer) was awarded the project.
- D. The Housing Authority and Developer desire to enter into a DDA to convey the property in two separate phases for the development of ten single-family homes. New homes that are built will be sold to households earning no more than 80 percent of Area Median Income (AMI) to increase the community's supply of affordable housing.
- E. The Sacramento Housing and Redevelopment Agency and Habitat for Humanity of Greater Sacramento are seeking authorization to enter into a \$1,000,000 conditional grant agreement for the Project in a separate action.
- F. Proper notice of this action has been given and a public hearing has been held in accordance with Health and Safety Code section 34315.7.
- G. The recommended actions have been reviewed pursuant to the California Environmental Quality Act (CEQA) requirements under Title 14 of the California Code of Regulations (CCR) and the actions have been determined to be exempt per CEQA Guidelines §15312, §15332, and §15061(b)(3). No federal funds are involved; therefore, the National Environmental Policy Act does not apply.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- 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 Housing Authority’s Executive Director, or her designee, is authorized to negotiate, enter into, execute and amend as needed a Disposition and Development Agreement (DDA) with Habitat for Humanity of Greater Sacramento for the purpose of conveying ownership of 10 vacant parcels to Habitat which will be developed into single-family homes. The location of the parcels is outlined below:

Address	APN
2536 37th St	010-0323-012
2627 36th St	010-0324-002
2629 36th St	010-0324-001
2708 37th St	010-0384-009
2718 37th St	010-0384-010
3240 8th Ave	013-0284-005
3536 20th Ave	020-0212-010
3550 40th St	014-0231-047
3700 2nd Ave	014-0091-001
3900 4th Ave	014-0141-050

- Section 3. The Housing Authority’s Executive Director, or her designee, is authorized to negotiate, enter into, execute and amend other agreements, including but not limited to Regulatory agreements, approved as to form by SHRA’s General Counsel, as necessary to complete the Oak Park Lot Development Project.
- Section 4. The Housing Authority finds that the sale of the Property for construction and sale of new single-family homes is consistent with the Implementation Plan for Oak Park and will assist in the elimination of blight and increase the community’s available supply of affordable housing for low- and moderate-income households.

Section 5. The Housing Authority finds that these properties are not required for the foreseeable needs of the Housing Authority, and disposition of the lots for the construction of affordable housing is consistent with California Health and Safety Code section 34315.7 and the goals of the Housing Authority.

Table of Contents:

Exhibit A: Disposition and Development Agreement (Ten Vacant Lots)

NO FEE DOCUMENT:

Entitled to free recording
per Government Code 27383.

When recorded, return to:

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY
801 12th Street
Sacramento, CA 95814

DISPOSITION AND DEVELOPMENT AGREEMENT

2708, 2718, 2536, 37TH STREET; 3700 2ND AVENUE; 3900 4TH AVENUE; 3536 20TH AVENUE;
2627, 2629 36TH STREET; 3240 8TH AVENUE; 3550 40TH STREET
OAK PARK

HOUSING AUTHORITY OF THE CITY OF SACRAMENTO

HABITAT FOR HUMANITY OF GREATER SACRAMENTO

Effective Date

DISPOSITION AND DEVELOPMENT AGREEMENT

2708, 2718, 2536, 37th Street; 3700 2nd Avenue; 3900 4th Avenue; 3536 20th Avenue; 2627, 2629 36th Street; 3240 8th Avenue; 3550 40th Street
Oak Park Ten Lot Development with Habitat for Humanity of Greater Sacramento

THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (“Agency”), and HABITAT FOR HUMANITY OF GREATER SACRAMENTO (“Developer”) enter into this Disposition and Development Agreement (this “DDA”), as of ***Effective Date*** (the “Effective Date”). For purposes of this DDA, the capitalized terms shall have the meanings assigned in Section 19.

RECITALS

- A. Agency is the owner of real property located at 2708, 2718, 2536, 37th Street; 3700 2nd Avenue; 3900 4th Avenue; 3536 20th Avenue; 2627, 2629 36th Street; 3240 8th Avenue; 3550 40th Street in the City of Sacramento, State of California, more particularly described in the Property Description.
- B. Developer intends to purchase the Property from Agency. In accordance with Health & Safety Code Section 34312.3(b), Agency has held, or will hold, a public hearing to disclose the disposition of the Property. Upon disposition of the Property, proceeds will be used directly to assist the development of low income housing within Agency’s boundaries.
- C. Agency will transfer Agency's interests in the Property to Developer upon the express condition that Developer will redevelop the Property for the uses described in this DDA. This DDA is intended to assure that the Developer will redevelop the Property and that the Developer is not merely speculating in land.
- D. Developer desires to purchase and develop the Property, and Agency desires to sell the Property for development, on the terms and conditions in this DDA.

AGREEMENT

NOW THEREFORE, the parties acknowledge that the foregoing Recitals are true and correct, and based upon such Recitals and in consideration of the following mutual covenants, obligations and agreements and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- 1. **PERFORMANCE.** The parties shall perform their obligations at the times and in the manner specified in this DDA. The time for performance is stated in this DDA and in the Schedule of Performances; provided, however that such times shall be extended for periods of Unavoidable Delay.

2. **PROJECT DESCRIPTION.** Agency is entering into this DDA and conveying the Property to Developer solely for the purposes of developing the Project. The Project shall consist of ten (10) vacant agency lots in the Oak Park neighborhood. Habitat for Humanity of Greater Sacramento intends on building ten (10) single family homes; one (1) home on each lot. Homes built will be affordable households earning at or below 80 percent or less than the Area Median Income for Sacramento also known as low income. Low income household” means a household whose income does not exceed 80% of median income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development pursuant to section 8 of the United States Housing Act of 1937. In addition to being sold to a low income household the home must also be sold at an affordable price. “Affordable housing price” means a sales price at which low income households can qualify for the purchase of for-sale dwelling units. Qualification shall be based on no more than 35% of income being applied to housing expenses (mortgage principal and interest, taxes, insurance, and assessments).

3. **PURCHASE AND SALE.** Agency agrees to sell and Developer agrees to purchase the Property subject to the terms and conditions in this DDA. This DDA, if executed by Developer only, constitutes Developer’s offer to purchase the Property on the terms and conditions contained in this DDA and subject to the covenants, conditions and restrictions contained in the Regulatory Agreement to be executed by Agency and Developer and recorded on the Property upon conveyance of the Property to Developer.

4. **PURCHASE PRICE.** The Purchase Price for the Property shall be \$1.00 and shall be payable as follows: The unpaid portion of the Purchase Price shall be payable prior to the conveyance of the Property to Developer as a condition precedent to its conveyance.

4.1. **ESCROW.** Developer and Agency have opened, or within ten (10) days after the Effective Date, shall open, the Escrow account subject to the provisions of the Escrow Instructions. Agency and Developer shall execute and deliver the Escrow Instructions to Title Company within ten (10) days after the Effective Date.

4.2. **CONDITIONS TO AGENCY'S PERFORMANCE.** Agency's obligation to perform under this DDA is subject to all of the following conditions:

4.2.1. Developer has performed all of the obligations that it is required to perform pursuant to this DDA, including without limitation, obtaining all required approvals of the Plans; obtaining building permits sufficient to commence Project construction; providing all required budgets, reports and evidence of funding and insurance; and providing required construction contracts.

4.2.2. The closing conditions as defined in the Escrow Instructions are fulfilled as of Close of Escrow.

4.2.3. Developer’s representations and warranties in this DDA are true and correct as of the date of this DDA and will continue to be true and correct at all times until the termination of this DDA.

4.2.4. This DDA is in full force and effect, no default on the part of Developer having occurred under this DDA, and no event having occurred, which, with the giving of notice or the passage of time, will constitute default by Developer under this DDA.

4.3. CONDITIONS TO DEVELOPER'S PERFORMANCE. Developer's obligation to perform under this DDA is subject to satisfaction of all of the following conditions:

4.3.1. The closing conditions as defined in the Escrow Instructions are fulfilled as of Close of Escrow.

4.3.2. Agency's representations and warranties in this DDA are true and correct as of the date of this DDA and as of the Close of Escrow.

4.3.3. This DDA is in full force and effect, no default on the part of Agency having occurred under this DDA, and no event having occurred, which, with the giving of notice or the passage of time, will constitute default by Agency under this DDA.

4.4. GENERAL COVENANTS AND REPRESENTATIONS AND WARRANTIES. The parties make the following covenants, representations and warranties regarding the Property and the Project.

4.4.1. AGENCY'S REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to Developer that as of the date of this DDA and as of the Close of Escrow, the date for which is set forth on the Schedule of Performances, to the actual knowledge of Agency's Executive Director, Office of the General Counsel, and staff with responsibility for development of the Property:

a) Agency has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are in violation of any applicable laws regarding Hazardous Substances, or informing Agency that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property;

b) There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property or with respect to Agency that would affect the Property;

c) This DDA and all other documents delivered for the Close of Escrow have been duly authorized, executed, and delivered by Agency; are binding obligations of Agency; and do not violate the provisions of any agreements to which Agency is a party.

4.4.2. AGENCY'S COVENANTS. Commencing with the full execution of this DDA by both parties and until the Close of Escrow:

a) Agency shall promptly notify Developer of any facts that would cause any of the representations contained in this DDA to be untrue as of the Close of Escrow;

b) Agency shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the approved exceptions named as acceptable in the Escrow Instructions or as identified and approved in this DDA;

c) Agency shall not, without Developer's written consent, enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Developer or the Property after the Close of Escrow without the prior written consent of Developer, except as otherwise agreed in this DDA;

d) Agency shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, other than ordinary wear and tear;

e) Agency shall convey the Property to Developer pursuant to the terms and conditions contained in this DDA;

4.4.3. DEVELOPER'S REPRESENTATIONS AND WARRANTIES. Developer, for itself and its principals, represents and warrants to Agency that as of the date of this DDA and as of the Close of Escrow:

a) Developer has reviewed the condition of the Property, including without limitation, the physical condition of the Property and issues regarding land use and development of the Property, and if Developer closes Escrow for the acquisition of the Property, Developer shall be deemed to be satisfied that the Property is suitable in all respects for its intended development and uses;

b) Developer's agreement to close the Escrow for the acquisition of the Property serves as Developer's representation that Developer has obtained all additional information regarding the Property that Developer considers necessary for its due diligence in acquiring the Property;

c) To the best of Developer's knowledge, there is no pending or threatened litigation, administrative proceeding or other legal or governmental action with respect to Developer which would affect its ability to fulfill its obligations under this DDA and acquire the Property or which may constitute a lien against Developer's equity or Developer's interests in the Property, now or in the future;

d) Any information that Developer has delivered to Agency, either directly or through Developer's agents, is, to the best of Developer's knowledge, accurate, and Developer has disclosed all material facts concerning the operation, development, or condition of the Property;

e) Developer has the financial capacity, the equity necessary to fulfill its obligations under this DDA and acquire the Property. Developer represents that any equity and funding commitments represented by Developer to Agency as available to the Project are unencumbered and that Developer has not represented to any other party that it will use such funds for any purpose other than the Project (and covenants that it will not use them for any other purpose) without prior

written Agency consent; The sole source of funding for this Project will be comprised of grant funds and fund raising free of restrictions that would impede or impair the development of the Project as required by this DDA; and

f) This DDA and all other documents delivered for the Close of Escrow have been duly authorized, executed, and delivered by Developer; are binding obligations of Developer, and do not violate the provisions of any agreements to which Developer is a party.

4.4.4. DEVELOPER’S COVENANTS. Commencing with the full execution of this DDA by both parties:

a) Developer covenants by and for itself and assigns, and all persons claiming under or through it, that it shall not discriminate on the basis of race, color, ancestry, religion, creed, sex, marital status, or national origin in the sale, lease or rental or in the use or occupancy of the Property and the Project;

b) Developer shall promptly notify Agency of any facts that would cause any of the representations contained in this DDA to be untrue as of the Close of Escrow; and thereafter until construction of the Project has been completed in accordance with the Plans, the determination of which shall be determined by Agency in its sole and absolute discretion.

c) Developer shall not cause any liens, encumbrances, or easements to be placed on the Property prior to Close of Escrow, except as otherwise permitted by this DDA or approved in writing by Agency;

d) Developer shall not cause any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear;

e) Developer shall be responsible for ensuring qualified buyers have contributed the necessary five hundred (500) hours of “sweat equity” in order to purchase the properties.

f) Developer shall be solely responsible for the cost and acquisition of the remaining parcels of the Project Site;

g) Developer shall not obtain financing for this Project. The sole source of funding for this project will be comprised of grant funds and fund raising free of restrictions that would impede or impair the development of the Project as required by this DDA;

h) Developer shall complete the development of the Project at Developer’s cost and without requesting or receiving additional Agency or City contributions to the Project other than as provided in this DDA; and

i) Developer shall comply with all provisions of the Regulatory Agreement, and cause any subsequent purchaser of the Property to so comply.

4.4.5. CLOSE OF ESCROW. The Escrow shall not close, and the Property shall not be conveyed to Developer unless the preceding conditions have been satisfied together with all other conditions stated in the Escrow Instructions for Close of Escrow. The Escrow shall close on or about the date shown on the Schedule of Performances.

4.5. DAMAGE, DESTRUCTION AND CONDEMNATION BEFORE CLOSE OF ESCROW. If, prior to the Close of Escrow: (a) damage occurs to any portion of the Property by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Developer or its employees, agents, Contractor or subcontractors) resulting in repairs or remediation costs that will exceed twenty percent (20%) of the Purchase Price; or (b) any portion of the Property is taken by eminent domain or otherwise, or is the subject of a threatened or pending taking action resulting in a twenty percent (20%) or more decrease in the after-taking value of the Property, Agency shall notify Developer in writing of the damage, destruction or condemnation. Developer may, within fifteen (15) days after such notice, elect to terminate this DDA by written notice to Agency.

4.5.1. If this DDA is to continue in full force and effect after any such damage or destruction, Agency shall do one of the following:

a) Agency shall pay or assign to Developer any amount due from or paid by any insurance company or any other party as a result of the damage; and the amount of any deductible under Agency's insurance policy; or

b) Agency shall pay to Developer through credit in Escrow against the cash portion of the Purchase Price for the cost of repairing or correcting such damage not covered by insurance, *provided, however*, that the amount of any payment of such credit against the Purchase Price pursuant to this clause shall not exceed thirty percent (30%) of the Purchase Price. If this DDA is to continue in full force and effect after such condemnation action, Agency shall pay any amounts received on account of, and assign to Developer all of Agency's rights regarding, any awards for such taking.

4.5.2. COMMISSIONS. Agency is not responsible, by this DDA or otherwise, to pay commissions on the sale of the Property or any related transaction.

5. FUNDING AGREEMENT. Funding for the Project shall be provided pursuant to the terms of the Conditional Grant Agreement. All terms regarding such funding are in the Funding Agreement, including without limitation, the source and use of funds.

6. PREPARATION AND APPROVAL OF PLANS AND RELATED DOCUMENTS. Agency shall have the right, but not the obligation, to review Plans to assure their conformity with the provisions of this DDA. Based upon such review Agency shall have the right to approve or reject the Plans for reasonable cause.

6.1. EXTENT AND CHARACTER OF PLAN REVIEW. Agency's right of review includes, without limitation, the right to review architectural and engineering plans and specifications, off-site plans and specifications, and landscaping designs and specifications. Agency's approval of Plans is neither a representation of nor an assurance of their adequacy or correctness. Agency has reserved approval rights solely (a) to assure that the Final Plans conform to the Plans; and (b) to assure that Agency's purposes are fulfilled and any Agency funds which may be obligated under this DDA are used as intended by Agency. This DDA is a financing document and not a land use or planning document. Approval of the Project and Plans under this DDA is only an approval by Agency of the Project design "concept" as presented in this DDA. Such approval by Agency is not and shall not be considered an approval of land use entitlements, structural design of the Project, or the aesthetic design of the Project. Developer shall comply with all applicable land use, planning and design laws, rules and regulations of each governmental agency acting in proper exercise of its respective jurisdiction, including without limitation, departments, staff, boards and commissions of the City.

6.2. CONCURRENT REVIEW. Agency agrees that its review of the Final Plans shall occur before or concurrently with City's review of such plans, so as not to delay the commencement and progress of Project development.

6.3. PLANS. Developer will provide Agency with Plans, and Agency will approve the Plans concurrently with this DDA. Agency has been induced to undertake its obligations under this DDA by Developer's promise to develop the Project in accordance with the Plans, the Scope of Development and the provisions of this DDA.

6.4. PREPARATION OF FINAL PLANS AND RELATED DOCUMENTS. Developer shall prepare the Final Plans that shall include all construction plans, drawings, specifications and other documents necessary to obtain all required building permits for the construction of the Project. Developer shall submit the Final Plans to Agency for Agency's review. The Final Plans shall conform in all material respects to this DDA, including without limitation, Plans and the Scope of Development. To the extent that this DDA has insufficient detail or is unclear, this DDA shall be deemed to provide that the Project shall contain high-quality materials, and shall conform to all applicable laws, regulations, zoning, design and usage guidelines. The Final Plans shall be considered to include all changes or corrections approved as provided in this DDA. The Final Plans shall incorporate all related mitigation measures required for compliance with approvals under CEQA and any conditions of City approval of the project, unless otherwise fulfilled. Developer agrees that it will comply with the requirements of the City of Sacramento to the extent of its jurisdiction.

6.5. DELIVERY. Developer shall deliver the Final Plans or changes to the Final Plans for Agency review as soon as available. Said delivery shall be made to the office of the Director, Housing Finance at the address for notices and shall have clearly marked on its exterior "URGENT: Oak Park PROJECT PLAN REVIEW" or the equivalent.

6.5.1. DEEMED APPROVAL. If duly marked and delivered, the Final Plans or changes to the Final Plans shall be deemed approved unless disapproved in whole or in part, in writing, within thirty (30) days after their proper delivery to Agency.

6.5.2. AGENCY DISAPPROVAL. If Agency disapproves, in whole or in part, the Final Plans or any change to the Final Plans, Agency shall state, specifically and in writing, at the time of disapproval, the reasons for disapproval and the changes that Agency requests to be made. Agency's reasons for disapproval and such Agency-requested changes shall be consistent with this DDA, including without limitation, the Plans, the Final Plans, the Scope of Development and with any items previously approved in accordance with this DDA. If Agency rejects the proposed Final Plans, Developer shall obtain no rights to develop the Property under this DDA and Agency shall have no obligations regarding the Project until such time as Developer has modified the proposed Final Plans and received Agency's approval of the Final Plans as modified.

6.6. GOVERNMENTAL CHANGES. If any revisions or corrections of the Final Plans shall be required by any government official, agency, department or bureau in exercise of its proper jurisdiction, the Developer shall inform Agency. If Agency and Developer concur in writing with the required change, Developer shall incorporate the change and it shall be deemed approved by Agency. If Agency or Developer reasonably disagrees with the required change, they shall reasonably cooperate with the governmental agency requiring the change in efforts to develop a mutually acceptable alternative.

6.7. APPROVAL OF SUBSTANTIAL CHANGES TO FINAL PLANS. If the Developer desires to make any substantial changes in the Final Plans, Developer shall submit such proposed changes, in writing, to Agency for its approval. Agency shall approve or disapprove the proposed change as soon as practicable. The Final Plans shall be construed to include any changes approved in the same manner as approval of the original Final Plans under this section. Nothing in this Section shall be construed to relieve Developer of its obligations under all applicable laws regarding such changes.

6.7.1. SUBSTANTIAL CHANGE. A substantial change in the Final Plans shall include, without limitation, the following changes, excluding those items generally considered to be tenant improvements:

- a) Material changes in the layout, elevation design, functional utility or square footage;
- b) Material changes in use of exterior finishing materials substantially affecting architectural appearance or functional use and operation;
- c) Any change that reduces the effectiveness of any mitigation measure required for CEQA and NEPA approval of the Project;
- d) Material changes in site development items for the Property that are specified in the Final Plans;

e) Material changes in the type, location, visibility, accessibility, size, design or artist for any artwork shown in the Final Plans or otherwise accepted by Agency under the Art in Public Places Program;

f) Material changes in quality of project or landscaping materials;

g) Any change in public amenities specified in the Final Plans;

h) Any changes requiring approval of, or any change required by, any city, county or state board, body, commission or officer; and

i) Any change that would preclude or materially reduce the ability to use the Project as intended by this DDA.

6.7.2. MISREPRESENTATION. If Agency's approval of the Final Plans is reasonably based upon a material misrepresentation to Agency by Developer or by anyone on Developer's behalf, Agency may, within a reasonable time after discovery of the misrepresentation, take any action permitted by law with regard to any such misrepresentation, notwithstanding Agency's prior approval, including without limitation, rescission of the approval or such other equitable remedies as may then be appropriate to such rescission.

7. DEVELOPMENT PROVISIONS. As stated in detail in this Section 7 Developer shall construct and manage the Project according to the requirements established in this DDA, which includes, without limitation, the Scope of Development, the Schedule of Performances and the Plans. Developer shall promptly begin, diligently prosecute and timely complete the construction of the Project.

7.1. NOTICE TO PROCEED. Developer shall not enter the Property or begin work on the Project until Agency has issued to Developer a written notice to proceed with the work. Agency will issue a notice to proceed after Agency approval of the Final Plans, City's issuance of a building permit for substantially more than the Project foundations, Developer's compliance with all governmental requirements for start of construction, Developer's provision of required policies of insurance, and Developer's provision of proof of construction financing in an amount adequate to begin the Project work.

7.2. CONSTRUCTION CONTRACTS. Developer shall submit to Agency all construction contracts (and subcontracts) for the Project. Agency's review of the construction contract shall be only for determining its compliance with this DDA. If the cost of construction of the Project or any part of the Project exceeds the costs projected by Developer, Developer shall, nevertheless, bear the responsibility to complete, at Developer's cost, the construction of the Project in accordance with this DDA. If the property is revested in Agency pursuant to Section 15, Developer shall assign all rights under the construction contracts to Agency.

7.3. GOVERNMENTAL REVIEW PROCESS. Notwithstanding any other provision of this DDA, Developer is subject to all building, planning, design and other plan review requirements that are otherwise applicable to the project, including without limitation those of the City of Sacramento.

7.4. ART IN PUBLIC PLACES EXEMPTION. The Project improves and increases the stock of affordable housing in the community. Imposition of the Art in Public Places Program would increase the cost of the Project substantially and reduce either the number of affordable units available in the Project or the affordability of those units. Therefore, the Aesthetic Improvement Policy requirements are not applicable.

7.5. SUBSTANTIAL CHANGES. Developer covenants and agrees that Developer shall not make or permit to be made any construction of the Project which incorporates a substantial change in the Final Plans, as described in Section 6.7, without Agency approval of such changes as provided in Section 6.7.

7.6. PREVAILING WAGES. Agency advises Developer that if the Project qualifies as a self-help project as defined in the California Labor Code Section 1720(c)(5)(A) then the Project is not subject to the payment of prevailing wages under California law. The Agency advises the Developer and the Contractor and shall require the Contractor to inform all subcontractors and materialmen furnishing goods or services to the Project of Agency's determination of the applicability of California prevailing wage requirements. Developer and Contractor have had the opportunity to meet with their respective legal counsel and to request a determination of the matter before the California Department of Industrial Relations and any other appropriate governmental bodies. Additionally, the Agency advises the Developer and Contractor make their own independent determinations of the applicability of prevailing wage laws and independently implement such determinations. Developer and Contractor represent that they have made their own independent determinations of the applicability of prevailing wage laws and have independently implemented such determinations. Developer indemnifies, holds harmless and defends Agency from all additional wages, benefits, fees, penalties, fines, legal fees, court costs, arbitration costs, and other costs arising from the improper application of California prevailing wage laws to the Project by Developer or Contractor or both of them.

7.7. LOCAL, STATE AND FEDERAL LAWS. The Developer shall assure that the construction of the Project is carried out in conformity with all applicable governmental laws and regulations. Before commencement of construction or development of any buildings, structures or other work of improvement upon the Property, Developer shall at its own expense secure any and all certifications and permits which may be required by any governmental agency having jurisdiction over such construction, development or work. Agency shall cooperate in securing certifications and permits which require consent of the owner of the property

7.8. PUBLIC SAFETY PROTECTIONS. Developer shall assure that all necessary steps are taken (including the erection of fences, barricades and warning devices) to protect private contractors and their employees and the public from the risk of injury arising out of the condition of the Property or Developer's activities in connection with the Property, including without limitation, fire, or the failure, collapse or deterioration of any improvements or buildings.

7.9. NO DISCRIMINATION DURING CONSTRUCTION. Developer for itself, the Contractor and their respective successors and assigns, agrees that the following provisions shall apply to, and be contained in all contracts and sub-contracts for the construction of the Project.

7.9.1. EMPLOYMENT. Developer shall not discriminate against any employee or applicant for employment because of sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation. The Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, or sexual orientation. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

7.9.2. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. This DDA requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents in and around the area of the project. The Developer shall fulfill its obligations imposed by this Section by instructing its Contractor and its subcontractors to utilize lower income Project area residents as employees to the greatest extent feasible by:

- a) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Project;
- b) Identifying, within the positions identified in subparagraph (a) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
- c) Identifying, within the positions identified in subparagraph (a) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular, permanent employees;
- d) Establishing the positions identified in subparagraph (c) of this Section, a goal which is consistent with the purpose of this subsection within each occupational category of the number of positions to be filled by lower income Project area residents; and
- e) Making a good faith effort to fill all of the positions established in subparagraph (d) of this Section with lower income Project area residents, first and foremost, through the First Source Program, Greater Sacramento Urban League, Sacramento Works, Sacramento Employment Training Agency, or similar local workforce agencies.

7.9.3. ADVERTISING. Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, marital status, national origin, ancestry, familial status, or disability.

7.9.4. **MONITORING PROVISIONS.** Developer, Contractor and subcontractors shall comply with the requirements of Agency for monitoring the anti-discrimination and all applicable labor requirements.

7.10. **PUBLIC IMPROVEMENTS.** Developer shall, at Developer's expense, undertake and complete any modification, construction, relocation or improvement of public facilities, improvements and utilities for the development of the Property.

7.11. **AGENCY ACCESS TO THE PROPERTY.** Developer shall permit Agency representatives access, without charge, to the entire Property at any time and for any purpose which Agency reasonably considers necessary to carry out its obligations and protect its interests under this DDA. Purposes for Agency entry may include, without limitation, inspection of all work being performed in connection with the construction of the Project.

7.12. **PROJECT SIGN.** If Developer places a sign on the Property during construction stating the names of the Project participants, it shall also name "Housing Authority of the City of Sacramento" as a participant in the Project. Agency name on the sign shall be in letters not less than the size of letters used to name any of the other participants.

7.13. **CERTIFICATE OF COMPLETION.** After Agency has determined that Developer has completed the construction of the Project in accordance with the Final Plans and Developer's obligations under this DDA, Agency will furnish the Developer with the Certificate of Completion certifying such completion. Agency's issuance of the Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this DDA with respect to the obligations of the Developer to construct the Project as of the Completion Date specified in the Schedules of Performances, subject to any qualifications or limitations stated in such certification. Agency shall prepare and execute the Certificate of Completion in a form suitable for recording in the Official Records of Sacramento County.

7.13.1. The Certificate of Completion shall not constitute evidence of compliance with any governmental requirements regarding the Project other than those of Agency or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance all or any part of the Project. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any provision of this DDA that is not related to construction of the Project.

7.13.2. If Agency fails to provide a Certificate of Completion within fifteen (15) days after written request by Developer, Agency shall, within an additional fifteen (15) days after a second written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Project in accordance with the provisions of this DDA, or is otherwise in default, and what measure or acts it will be necessary, in the opinion of Agency, for the Developer to take or perform in order to obtain such certification.

7.14. **REPORTS.** During the period of construction, the Developer shall submit to Agency a written report of the progress of the work as and when reasonably requested by Agency, but not more often than once each month.

7.15. **NOTIFICATION OF CONTRACTORS, ARCHITECTS AND ENGINEERS.** Developer shall assure notification of the Contractors, architects and engineers for the Project of the requirements of this DDA. Developer shall include, where applicable, the provisions of this DDA in construction contracts, subcontracts, materials and supplies contracts and services and consulting contracts for the Project, and Developer shall undertake the enforcement of such provisions.

7.16. **PROPERTY CONDITION.** Developer, at Developer's expense, shall conduct any Property investigation beyond those provided by Agency under this DDA and which Developer may consider necessary to determine the condition of the Property for the development of the Project. As between Agency and Developer, Developer shall be solely responsible for the adequacy of such investigations. Except as provided in this DDA, if the condition of the Property is not in all respects entirely suitable for the use or uses to which the Property will be put, it is the sole responsibility and obligation of the Developer to take such reasonable actions as may be necessary to place the condition of the Property in a condition which is entirely suitable for its development in accordance with the construction plans and drawings approved by Agency. Agency shall not be responsible for removing any surface or subsurface obstructions, or structures of any kind on or under the Property.

7.17. **ZONING OF THE PROPERTY.** Agency exercises no authority with regard to zoning of the Property. Developer shall assure that zoning of the Property at the time of development shall be such as to permit the development and construction, use, operation and maintenance of the Project in accordance with the provisions of this DDA.

7.18. **HAZARDOUS SUBSTANCES.** Agency has obtained a Phase I assessment, and has delivered them to Developer. In any event, Developer shall obtain such Hazardous Substances assessments as Developer deems reasonably necessary to assure the development of the Project in accordance with all applicable laws, rules and regulations; *provided, however* that such assessments are prepared by a qualified environmental specialist in accordance with nationally recognized standards to determine the existence of and to quantify the extent of Hazardous Substances on the Property. As between Agency and Developer, Developer shall be solely responsible for the adequacy of any Hazardous Substances investigations obtained by Developer. If Hazardous Substances are known to be on the Property, Developer shall remediate such Hazardous Substances on the Property as and to the extent required by any federal, state or local agency having jurisdiction regarding Hazardous Substances standards or remediation and as may be necessary to avoid incurring liability or further liability under any federal, State and local law or regulation. If Hazardous Substances are discovered on the Property after conveyance to Developer and have not been released on the Property after conveyance to Developer, Developer shall remediate all Hazardous Substances on the Property as and to the extent required by any federal, state or local agency having jurisdiction regarding Hazardous Substances standards or remediation and as may be necessary to avoid incurring liability or further liability under any federal, State and

local law or regulation. If Hazardous Substances are discovered on the Property after conveyance to Developer and have not been released on the Property after conveyance to Developer and the cost to remediate such Hazardous Substances is reasonably estimated to exceed \$1,000, Developer may elect to terminate this DDA, upon reconveyance of the Property to Agency and return of all monies and properties delivered pursuant to or in furtherance of this DDA.

7.19. DEVELOPER ACCESS TO PROPERTY. Prior to the conveyance of the Property by Agency to Developer, Agency shall permit representatives of Developer to have access, without charge, to the Property, at all reasonable times for the purpose of obtaining data and making various tests necessary to carry out Developer's obligations under this DDA; *provided, however*, that Developer shall not enter the Property except (a) after execution by Developer and Agency of Agency's standard "Permit for Entry" and (b) after Developer has obtained insurance coverage then required by Agency. No work shall be performed on the Property until a "Notice of Nonresponsibility" has been recorded and posted in accordance with applicable laws, assuring that Agency interest in the Property shall not be subject to mechanic's liens related to such work. Developer shall not commence any work on the Property without Agency's written approval of the work to be done, and in any event, Developer shall not commence any work which might be construed as commencement of the work of the Project for establishment of mechanic's lien rights.

8. DEVELOPMENT FINANCING. Except as specifically provided in this DDA, Developer shall be responsible for and shall pay all costs of developing the Project in accordance with this DDA. As a condition precedent to Agency's conveyance of the site to Developer, Developer shall provide Agency with a complete and firm Project budget including all proposed sources and uses of funds, all "hard" and "soft" costs and contingencies and reflecting, as possible, firm bids or accepted contracts and with evidence of sufficient funds to meet all budget requirements. To the extent that funds specified in this DDA for the Project are insufficient to fully fund the Project, the Developer shall provide evidence, satisfactory to Agency, of the additional required construction and permanent financing. Except as expressly provided in this DDA, no party shall have the right of reimbursement for any funds expended by them for the Project, whether prior to execution of this DDA or otherwise. Agency is not obligated by this DDA or otherwise to make any contribution beyond its obligations stated in this DDA.

8.1. EVIDENCE OF AVAILABLE FUNDS. Unless otherwise approved by Agency, Developer's evidence of available funds, as required in the preceding section, must include only the following: (a) Developer equity (as provided in Section 8.3); (b) firm and binding loan commitments (as provided in Section 8.2) from each Lender, in form and substance satisfactory to Agency; and (c) Agency contribution, if any, as specified in this DDA. Within ten (10) days after Agency's request, Developer shall provide all additional information requested by Agency for evaluation of the actual availability of funds included in such evidence, including without limitation, requests for clarification, further evidence or audited financial reports.

8.2. EVIDENCE OF DEVELOPER EQUITY. Unless otherwise agreed in writing by Agency, Developer may provide evidence of equity in the amount of Eighty Two Thousand Seven Hundred

and Four and No Cents (\$82,704) per lot by any one of the following actions: (a) deposit of the required equity in a joint account with Agency, which funds shall be released only upon the joint signatures of Agency and the Developer; (b) delivery to Agency of an unconditional, irrevocable letter of credit in the amount of the required equity, in form and substance as provided by Agency, which letter of credit shall provide that Agency may draw to fulfill any Developer obligation related to the development of the Project and necessary to assure its timely and proper completion; or (c) Developer's provision of financial statements prepared by a certified public accountant which show liquid assets available to the Project (and not subject to other existing or contingent claims) in the amount of One Hundred and Fifty Percent (150%) of the amount of the required equity. Developer shall not provide evidence of equity that includes funds not available at the commencement of construction or that claims as equity any funds to be generated by development of the Project, including without limitation, anticipated Developer profit or fees or Developer contribution of services to the Project. Agency, in its sole and absolute discretion, may reject any submitted evidence of equity if Agency has any reason to believe that such funds may not be available to the Project.

9. INDEMNIFICATION FOR HAZARDOUS SUBSTANCES. Developer shall indemnify, protect and defend Agency, its officers, directors, council members and supervisors, employees, advisory committee members, and agents, and hold them harmless from any and all liability, costs, fees, fines, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to the existence of Hazardous Substances on the Property that were not on the Property prior to Agency's transfer of possession of the Property to Developer or that were related to the removal or discharge of Hazardous Substances by Developer, or its employees, agents or contractors, during Developer's remediation of the Property pursuant to this Section.

Agency shall indemnify, protect and defend Developer, its officers, directors, employees, and agents, and hold them harmless from any and all liability, costs, fees, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to Hazardous Substances discharged on the Property during Agency's ownership of the Property or related to the removal or discharge of Hazardous Substances by Agency or its employees, agents or contractors.

10. INDEMNIFICATION. Developer shall indemnify, protect, defend and hold harmless Agency, its officers, directors, commission members, employees, advisory committee members, and agents from any and all liability from any claims, bodily injury, death and property damage caused by or resulting from the acts or omissions of Developer, its officers, employees, agents or independent contractors and for any and all costs incurred by Agency arising from or in connection with such claims, including attorney's fees, except for injury, death or property damage caused by the negligent act or willful misconduct of Agency. This indemnification provision shall survive the termination of this DDA.

11. COMMERCIAL GENERAL LIABILITY AND OTHER INSURANCE. With regard to this DDA, the Developer shall obtain and maintain for the life of the Regulatory Agreements, and require the Contractor and subcontractors for the Project to obtain and maintain for the term of the

development of the Project, insurance in at least the amounts set forth below in this Section, subsections a through d. Such insurance coverage must list the Agency as an additional insured, and must be approved in writing by Agency prior to the Close of Escrow.

11.1. Commercial general liability insurance, in Insurance Services Office (ISO) policy form CG 00 01 or equivalent, with limits of liability not less than: \$1,000,000 per occurrence, and \$5,000,000 general aggregate, all per location of the project, such coverage to include contractual liability to include bodily injury, property damage and personal injury;

11.2. Personal injury insurance with the employment exclusion deleted, unless the Agency gives prior written approval for the employment exclusion to remain in the policy;

11.3. Commercial automobile liability insurance for any vehicle used for or in connection with the project, in an amount not less than \$1,000,000 and approved in writing by Agency; and

11.4. Workers' compensation and all other insurance required under applicable law, in the amount required by applicable law or by Agency, whichever amount is greater.

12. PROPERTY INSURANCE. Borrower shall procure and maintain property insurance during construction Builder's Risk completed value insurance and for the life of the Regulatory Agreement 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 DDA 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 Twenty-Five Thousand Dollars (\$25,000.00).

13. INSURANCE PROVISIONS. Each policy of insurance required under this DDA shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII or better, 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. Each policy shall contain the following provisions as applicable, unless otherwise approved by Lender's legal counsel in writing in advance.

13.1. **ADDITIONAL INSURED.** Developer shall obtain a policy in ISO form CG 20 33 or better, naming Agency as additional insured under the Commercial General Liability Policy.

13.2. **SINGLE PROJECT INSURANCE.** It is the intent of the parties that the Project have available all the specified insurance coverages. Developer shall not provide insurance coverages that are considered in aggregate with other Projects which Developer or its Contractor might have concurrently under construction. Agency may at its discretion permit an aggregate policy if and only if Developer or the respective Contractor or subcontractor has fully disclosed to Agency other projects which will or may be considered in aggregate with the Project, and thereafter, Developer

shall immediately inform Agency of the change in or addition to any such projects. Nevertheless, Agency may at any time require that the insurance coverage be provided solely for the Project.

13.3. CERTIFIED POLICY COPY. Developer shall provide Agency with a certified copy of each required policy of insurance. Pending delivery of the certified policy, Developer shall provide Agency with a Certificate of Insurance for each policy on the applicable ACORD form. The ACORD form shall not substitute for the policy. ACORD 25-S “Certificate of Liability Insurance shall be used for liability insurance deleting the sentence in the top right-hand block immediately below the title (commencing with “This certificate is issued as a matter of information . . .) and in the bottom right-hand box above the authorized representative signature, deleting the words “endeavor to” and “but failure to do so shall impose not obligation or liability of any kind upon the insurer, its agents or representatives.”

13.4. CANCELLATION. Each policy shall bear an endorsement precluding cancellation or termination of the policy or reduction in coverage unless Agency has been given written notice of such intended action at least thirty (30) days prior to its effective date.

13.5. FAILURE TO MAINTAIN. If Developer fails to obtain or maintain, or cause to be obtained and maintained, any insurance required by this DDA, Agency shall have the right, but not the obligation, to purchase the insurance on Developer’s behalf, and Developer shall promptly reimburse the full cost of such insurance to Agency. If Developer fails to reimburse Agency for insurance, the amount of unpaid reimbursement shall bear interest at the maximum rate permissible under the law until paid. Failure to maintain the insurance required by this Section 13 shall be a default under this DDA (see Section 14, below).

13.6. BLANKET COVERAGE. Developer’s obligation to carry insurance as required under this Section 13 may be satisfied by coverage under a “blanket” policy or policies of insurance (as the term is customarily used in the insurance industry); *provided, however*, that Agency shall nevertheless be named as an additional insured under such blanket policy or policies to the extent required by this Section, the coverage afforded Agency will not be reduced or diminished thereby, and all of the other requirements of this Section 11 with respect to such insurance shall otherwise be satisfied by such blanket policy.

14. DEFAULTS AND REMEDIES. Except as otherwise provided in this DDA, if either party defaults in its obligations under this DDA, the defaulting party shall immediately commence and diligently proceed to cure the default within thirty (30) days after written notice of default from the other party or, if reasonable, such longer time as is reasonably necessary to remedy such default if such default cannot reasonably be cured within thirty (30) days for reasons beyond the control of the defaulting party, provided that the defaulting party shall promptly begin and diligently pursue such cure to completion. If the defaulting party does not promptly begin and diligently cure the default within a reasonable time, the other party may institute proceedings to cure the default, including without limitation, proceedings to compel specific performance by the defaulting party. Subject to any extension of time permitted by this DDA, a failure or delay by a party to perform any term or provision of this DDA constitutes a default of this DDA. As a condition precedent to termination of this DDA under this Section, each party shall first tender the return of all property

or funds received from or on behalf of the other party, other than funds properly retained as liquidated damages. After such return of property and funds and termination of this DDA, neither Agency nor Developer shall have any further rights against or liability to the other under this DDA except as expressly set forth in this DDA to the contrary.

15. REVESTING TITLE IN AGENCY. Notwithstanding any other provisions of this DDA and in addition to any other rights and remedies of Agency, after conveyance of any part of the Property to Developer and prior to issuance of a Certificate of Completion, if Developer defaults in its obligations related to the Project development, abandons or unreasonably suspends Project construction work, permits any unauthorized encumbrance or lien (including tax liens) and fails to discharge any such unauthorized lien or encumbrance, or permits any transfer of all or any part of the Property, then Agency shall have, for a period of ten years following the Effective Date, the right to re-enter and take possession of the Property, or any part of the Property conveyed to Developer, and to terminate and re-vest in Agency the estate so conveyed. It is the intent of this DDA that the conveyance of the Property to Developer shall be made upon, and that the Grant Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Developer specified in this Section, failure on the part of Developer to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in this DDA, Agency at its option may declare a termination in favor of Agency of the title, and of all the rights and interest in the Property conveyed by the Grant Deed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interest to and in the Property, shall revert to Agency. Such condition subsequent and any such re-vesting of title in Agency shall always be subject to and limited by the lien or security interest authorized by this DDA, and any rights or interests provided in this DDA for the protection of the Lenders; and shall not apply to individual parts or parcels of the Property on which the Project have been completed in accordance with this DDA and for which a Certificate of Completion issued as provided in this DDA. Such condition subsequent shall conform to the provisions of Civil Code Sections 885.010 through 885.070.

15.1. RESALE OF REACQUIRED PROPERTY. Upon the re-vesting of title to the Property in accordance with Section 15, Agency shall use its best efforts to resell the Property, as soon and in such manner as Agency shall find feasible and consistent with the objectives of the Scope of Development, to a qualified and responsible party, as determined by Agency, who will assume the obligation of completing the Project or such other improvements in their stead as shall be satisfactory to Agency. Upon such resale of the Property, the resale proceeds (after repayment of any liens and encumbrances which have previously been approved by Agency in writing) shall be applied as follows:

15.1.1. AGENCY REIMBURSEMENT. Upon such resale of the Property, the resale proceeds shall be paid first to Agency to reimburse Agency for all costs and expenses incurred by Agency, including legal costs, attorney's fees and salaries of personnel, in connection with the recapture, management, and resale of the Property (but less any net income derived by Agency from the Property after such re-vesting); all taxes, assessments, and water and sewer charges with respect to the Property, or in the event the Property is exempt from such taxation or assessment during Agency's ownership, an amount equal to such taxes, assessment, or charges (as determined by

local assessing authorities) as would have been payable if the Property were not so exempt; any payments necessary to discharge any encumbrances or liens existing on the Property at the time of such revesting or to discharge or prevent any subsequent encumbrances or liens due to obligations, defaults, or acts of the Developer; any expenditures made or obligations incurred with respect to completion of the Project; and any amounts otherwise owing Agency by the Developer.

15.1.2. **DEVELOPER REIMBURSEMENT.** After payment to Agency of the sum specified herein, said proceeds shall be paid to Developer to reimburse Developer in an amount not to exceed: (1) the sum of the purchase price paid by Developer for the Property and the cash actually expended by it in actual construction of any of the Project, including without limitation fees and expenses paid to any governmental agency on account of the Project, mitigation or development fees, the costs and expenses of all third-party architects, engineers, or similar design professionals, hard and soft costs of construction expended in construction of the Project, and Lender's interest, loan fees and other fees and charges on account of the loan; less (2) any gains or income withdrawn or made by it from this DDA or the Property and any amounts, including interest on loans, then due from Developer to Agency.

15.1.3. **BALANCE TO AGENCY.** Any balance remaining after such reimbursements shall be retained by Agency as its property.

15.2. **Liquidated Damages.** If Developer fails to complete the purchase of the Property as provided in this DDA by reason of any default of Developer, Agency shall be released from Agency's obligation to sell the Property to Developer, and Agency may also proceed against Developer upon any claim or remedy that Agency may have in law. If the Property has been conveyed to Developer, Developer has committed a default sufficient for revestment of the Property under Section 14, and Developer has not voluntarily reconveyed the Property to Agency, Agency may revest the Property or take any available action to reconvey the Property to Agency. In such event, Agency may also proceed against Developer upon any claim or remedy that Agency may have in law or equity; *provided, however,* that, by initialing this Section, Developer and Agency agree that in the event that Developer fails to purchase the Property: (a) it would be impractical or extremely difficult to fix actual damages related to the failure to purchase the Property; (b) an amount equal to the deposit shall constitute liquidated damages payable to Agency on account of the failure to purchase the Property; (c) the payment of the liquidated damages to Agency shall constitute the exclusive remedy of Agency for the failure of Developer to Purchase the Property; (d) Agency may retain the Deposit as liquidated damages; and (e) payment of those sums to Agency as liquidated damages is not intended as a forfeiture or penalty within the meaning of California civil code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to Agency pursuant to sections 1671, 1676 and 1677 of the California civil code.

_____ Developer's Initials

_____ Agency's Initials

15.3. **OTHER RIGHTS AND REMEDIES.** Upon the occurrence of any default not subject to the preceding liquidated damages provision, and the expiration of any applicable notice and cure period without a cure having occurred within the specified cure period, the non-defaulting party

shall have the right to institute such actions as it may deem desirable to remedy a default of this DDA as allowed under this DDA, at law or in equity.

15.4. NONLIABILITY OF AGENCY OFFICIALS AND EMPLOYEES. No member, official or employee of Agency shall be personally liable under this DDA to Developer, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this DDA.

15.5. FEES AND COSTS ARISING FROM DISPUTE. If an action is commenced between the parties, the prevailing party in that action shall be entitled to recover from the nonprevailing party all reasonable attorney fees and costs, witness fees, arbitrator's fees, and court and arbitration costs. "Prevailing party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; the party who receives any award for relief through arbitration; or the party determined to be the prevailing party by a court of law.

16. ENCUMBRANCE OF PROPERTY AND LENDER PROTECTIONS. Before issuance of a Certificate of Completion, if Developer has obtained Agency's prior written approval, which approval Agency may withhold in exercise of its reasonable discretion and in consideration of the commercially reasonable protection of its interests under this DDA, the Developer may obtain a loan and encumber the Property as security for the loan, provided either that the proceeds of the loan are used solely for construction of the Project improvements upon usual and customary and commercially reasonable terms or that the loan is permanent project financing made upon usual and customary and commercially reasonable terms. Each lender shall be a federal or state chartered financial institution, a pension fund, an insurance company or such other lender which Agency may approve in writing in advance. After issuance of a Certificate of Completion, Agency shall have no rights of approval regarding financing secured by the Property. As a condition to Agency's approval of a loan, Developer shall provide Agency with a conformed copy of all documents related to the loan. Agency acknowledges that a Lender will rely upon this DDA in making the loan and that Agency's obligations under this DDA are inducements to Lender's making of the loan.

16.1. NOTICES. If Agency gives any notice of default to Developer under this DDA, Agency shall contemporaneously give a copy of such notice to each Lender who has requested such notice in the following form of request for notice at the address stated in such request for notice. Any such default notice that is not so delivered to Lender shall not be effective or binding with regard to Lender or otherwise affect Lender, but failure to deliver such default notice to Lender shall not affect its validity with respect to Developer. Lender shall use the following form for requesting notice:

[Date]

The undersigned, whose address for notices is stated immediately below its signature, does hereby certify that it is the Lender as such term is defined in that certain Disposition and Development Agreement dated _____ between the Housing Authority of the City of Sacramento

and Habitat for Humanity of Greater Sacramento (“DDA”). Lender requests, in accordance with this DDA, that if any default notice shall be given to Developer under this DDA, a copy of such default notice shall be given to Lender.

[Lender Name and Address for Notice]

16.2. ASSIGNMENTS AND TRANSFERS OF THE LOAN. Agency shall not be bound to recognize any assignment of Lender’s loan or related encumbrance of the Property and such assignment of Lender’s loan shall be void *ab initio* unless and until Lender has given Agency written notice of the name and address of the assignee (and if more than one person is an assignee, the designated name and address for notices) and such assignee qualifies as a Lender under this DDA. Thereafter, such assignee shall be considered a Lender with respect to the loan and the related encumbrance on the Property.

16.3. LENDER NOT OBLIGATED TO CONSTRUCT. Notwithstanding any of the provisions of this DDA, Lender shall not be obligated by the provisions of this DDA to construct or complete the Project. Nothing in this Section or any other provision of this DDA shall be construed to permit or authorize Lender to devote the Property to any uses, or to construct any improvements on the Property, other than those uses or improvements provided or permitted in this DDA.

16.4. LENDER'S OPTION TO CURE DEFAULTS. After any default of Developer's obligations under this DDA, each Lender shall have the right, at its option, to cure or remedy such default, within the time for cure allowed to Developer, and to add the cost of such cure to the debt and the lien secured by the Property. Agency shall accept such performance as if it had been performed by Developer; *provided, however*, that such Lender shall not be subrogated to the rights of Agency by undertaking such performance. If the breach or default relates to construction of the Project, however, Lender shall not undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect Project or construction already made) unless Lender assumes, in writing satisfactory to Agency, Developer's obligations to complete the Project on the Property in the manner provided in this DDA. Any Lender who properly completes the Project as provided in this DDA shall be entitled, upon written request made to Agency, to a Certificate of Completion from Agency in a manner provided in this DDA. Such certification shall mean that any remedies or rights with respect to the Property that Agency may have because of Developer's failure to cure any default with respect to the construction of the Project on other parts of the Property, or because of any other default of this DDA by the Developer shall not apply to the part of the Property to which such Certification relates. Nothing in this Section shall be deemed to limit, modify or release any claim or remedy that Agency may have against the Developer for such default.

16.5. DEFAULT BY DEVELOPER. In the event of a default by Developer, Agency shall not terminate this DDA unless and until Agency has given notice to Lender of such default, and Lender has failed to cure such default.

16.5.1. If such default cannot practicably be cured by the Lender without taking possession of the Property, then the Schedule of Performances (and, therefore, Agency’s right to terminate this DDA) shall be tolled if and so long as, all of the following are true: (a) Lender has delivered to Agency, prior to the date on which Agency is entitled to give notice of termination of this DDA,

a written instrument satisfactory to Agency in which Lender or its designee unconditionally agrees that it will commence the cure of such default immediately upon Lender or its designee taking possession of the Property and will thereafter diligently pursue such cure to completion; provided, however, that neither the Lender nor its designee shall be obligated to pay damages to Agency on account of such default, except to the extent of any monies due and unpaid from Developer; (b) Lender or its designee has rights to obtain possession of the Property (including possession by receiver) through foreclosure, deed in lieu of foreclosure or otherwise, and Lender or its designee promptly commences and diligently proceeds to obtain possession of the Property; (c) if Lender is prevented by court action or by any statutory stay from prosecuting foreclosure proceedings, that Lender is diligently seeking relief from such action or stay; and (d) upon receiving possession of the Property, Lender or its designee promptly commences and diligently proceeds to cure such default in accordance with this DDA.

16.5.2. From and after the cure of such Developer default, Lender or its designee is not required to obtain possession or to continue in possession of the Property. Nothing in this Section shall preclude Agency from exercising any of its rights or remedies with respect to Developer during any period of such forbearance.

16.6. **FORECLOSURE.** Foreclosure of any encumbrance securing the loan of Lender, or any sale under such encumbrance, whether by judicial proceedings or by virtue of any power contained in such encumbrance, or any conveyance of the Property from the Developer to the Lender or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature of foreclosure, shall not require the consent of Agency. Upon such foreclosure, sale or conveyance, Agency shall recognize the resulting purchaser or other transferee as the Developer under this DDA, provided that such purchaser or transferee expressly assumes each and every obligation of the Developer under this DDA (except for the obligation to pay damages except to the extent of any monies due and unpaid from Developer under this DDA) by assumption agreement satisfactory to Agency. If any Lender or its designee acquires Developer's right, title and interest under this DDA as a result of a judicial or nonjudicial foreclosure under any power contained in such encumbrance, or any conveyance of the Property from the Developer to the Lender or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature of foreclosure, such Lender or its designee shall have the right to assign or transfer Developer's right, title and interest under this DDA to an assignee; provided, however, that the assignee or transferee shall thereafter be subject to all of the terms and conditions of this DDA.

16.7. **MODIFICATIONS.** No modification or amendment to this DDA which materially and adversely affects the Lender's interest in the Property shall be valid and effective unless the Lender's written consent to such modification or amendment has first been obtained, which consent shall not be unreasonably withheld.

16.8. **FURTHER ASSURANCES TO LENDERS.** Agency and Developer shall in good faith consider making such reasonable modifications to this DDA and executing such further instruments and agreements between them as a Lender may reasonably request, provided such modifications, instruments and agreements do not materially, adversely affect any party's

expectations or benefit, rights or obligations under this DDA and provided such modifications, instruments, and agreements serve a material economic purpose.

16.9. ESTOPPEL CERTIFICATE. Any party may, at any time, request in writing of any other party to certify in writing that, to the knowledge of the certifying party, (i) this DDA is in full force and effect and a binding obligation of the parties; (ii) this DDA has not been amended or modified, or, if so amended, identifying the amendments; and (iii) the requesting party is not in default in the performance of its obligations under this DDA, or, if in default, describing the nature and extent of any such defaults. A party receiving such a request shall execute and return such certificate to the requesting party, or give a detailed written response explaining why it will not do so, within ten (10) days following its receipt. Agency's designee shall be authorized to execute any such certificate requested by Developer from Agency.

16.10. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER. In reliance on the financial capability and experience of Developer, substantial public financing and other public aids have been made available by law and by the federal and local governments to make development of the Property possible. Developer shall not, prior to issuance of a Certificate of Completion, assign Developer's interests or obligations under this DDA or undertake any act or transaction resulting in a significant change in the interests of the principals of Developer or the degree of their control of Developer without the prior written consent of Agency. Any assignment or other such prohibited act or transaction taken by Developer shall be void ab initio. The transfer or assignment, pursuant to this Section, requires the transferee or assignee to execute and deliver to Agency a valid, binding, written assumption of all obligations of Developer. Such a transfer as permitted in this Section shall not relieve Developer, or any other party bound in any way by this DDA, from any of its obligations under this DDA. With respect to this provision, the Developer and the parties signing this DDA on behalf of the Developer represent that they have the authority of all of Developer's principals to agree to and bind them to this provision.

17. CONCURRENT AGREEMENTS. The following agreements are to be executed and delivered to each party at Close of Escrow:

17.1. Conditional Grant Agreement;

17.2. Deed of Trust;

17.3. Regulatory Agreement.

18. DOCUMENT INTERPRETATION. This DDA shall be interpreted in accordance with the following rules.

18.1. ENTIRE DDA; SEVERABILITY. This DDA integrates all of the terms and conditions related or incidental to its subject matter, and supersedes all negotiations or previous agreements between the parties with respect to its subject matter. If any term or provision of this DDA shall, to any extent, be held invalid or unenforceable, the remainder of this DDA shall not be affected; provided that the intent of this DDA may then be reasonably fulfilled.

18.2. **WAIVERS AND AMENDMENTS.** All waivers of the provisions of this DDA must be in writing and signed by Agency or Developer, as applicable, and all amendments to this DDA must be in writing and signed by Agency and Developer. Any delay by Agency in asserting any rights in this DDA shall not operate as a waiver of such rights or to deprive Agency of or limit such rights in any way. Any waiver in fact made by Agency with respect to any specific default of this DDA by Developer shall not be considered as a waiver of the rights of Agency with respect to any other defaults of this DDA by Developer or with respect to the particular default except to the extent specifically waived in writing.

18.3. **CAPTIONS, GENDER AND NUMBER.** The section headings, captions and arrangement of this DDA are for the convenience of the parties to this DDA. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this DDA. The singular form shall include plural, and vice versa, and gender references shall be construed to include all genders.

18.4. **DRAFTER.** This DDA shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this DDA. All exhibits referred to in this DDA are attached to it and incorporated in it by this reference.

18.5. **NO MERGER.** All of the terms, provisions, representations, warranties, and covenants of the parties under this DDA shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

18.6. **TIME FOR PERFORMANCE.** In determining time for performance, it shall be construed that Agency and Developer shall each do the actions required of them, promptly and when specified in this DDA, and that each action specified in the Schedule of Performances shall be performed by the responsible party on or before the date scheduled for its completion.

18.7. **GOVERNING LAW.** This DDA shall be governed and construed in accordance with California law.

18.8. **NO JOINT VENTURE, PARTNERSHIP, OR OTHER RELATIONSHIP.** Nothing contained in this DDA or in any other document executed in connection with this DDA shall be construed as creating a joint venture or partnership between Agency and Developer. Each Party is acting as an independent entity and not as an agent of the other in any respect. No relationship exists as between Agency and Developer other than that of a governmental entity regulating the development of private property, and the owner of such private property.

18.9. **NO THIRD PARTIES BENEFITED.** This DDA is made and entered into for the sole protection and benefit of the parties and their permitted successors and assigns, and no other person will have any right of action or any rights to any property, benefits or funds at any time on deposit in the Construction Account or the Impound Account, if established.

18.10. **INSPECTION OF BOOKS AND RECORDS.** Agency has the right, at all reasonable times, to inspect the books and records of Developer regarding the Property as reasonably necessary to carry out its purposes under this DDA.

18.11. **OWNERSHIP OF DATA.** If this DDA is terminated, for any reason, prior to the completion of the Project, Developer shall deliver to Agency any and all data acquired for development of the Property. Agency shall have full ownership and rights to use such data.

18.12. **NOTICES.** All notices to be given under this DDA shall be in writing and sent to the following addresses by one or more of the following methods:

18.12.1. Addresses for notices are as follows:

a) Agency: Housing Authority of the City of Sacramento, 801 12th Street, Sacramento, California 95814, Attention: Nasseem Isho.

b) Developer: Habitat for Humanity of Greater Sacramento, 819 N. 10th Street, Sacramento, CA 95811, Attention: Leah Miller.

18.12.2. Notices may be delivered by one of the following methods:

a) Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;

b) A nationally recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

c) Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt, or

d) Telecopy or facsimile, if a copy of the notice is also sent the same day by United States Certified Mail, in which case notice shall be deemed delivered one (1) business day after transmittal by telecopier, provided that a transmission report is automatically generated by the telecopier reflecting the accurate transmission of the notices to receiving party at the "Fax Number" given in the Escrow Attachment or to such other address as Developer or Agency may respectively designate by written notice to the other.

18.13. **SUCCESSORS.** This DDA shall inure to the benefit of and shall be binding upon the parties to this DDA and their respective successors, and assigns.

19. **DEFINITIONS.** The following definitions shall apply for the purposes of this DDA:

19.1. "Agency" is the Housing Authority of the City of Sacramento. Agency is a public body, corporate and politic. The principal office of Agency is located at 801 12th Street, Sacramento,

California 95814. Agency as used in this DDA includes the Housing Authority of the City of Sacramento and any assignee of or successor to its rights, powers and responsibilities.

19.2. "Art in Public Places Program" is the commonly used name for the program implementing Agency's Aesthetic Improvement Policy. Aesthetic Improvement Policy is Agency's policy for the creation and display of artwork in public areas. The policy was adopted by Agency Resolution Number 2865, October 16, 1979. The policy as implemented is known as the Art in Public Places Program.

19.3. "Certificate of Completion" is the certificate issued by Agency certifying Developer's completion of the Project and termination of the revestment provisions.

19.4. "City" is the City of Sacramento in the State of California.

19.5. "Close of Escrow" is the time for the close of the Escrow as provided in the Escrow Instructions.

19.6. "Contractor" is the contractor or contractors with whom Developer has contracted for the construction of the Project.

19.7. "Completion Date" is the date for completion of construction of the Project to the satisfaction of Agency, which date shall be not sooner than the issuance of a certificate of occupancy for the entire Project. The Completion Date is stated in the Schedule of Performances.

19.8. "DDA" is this Disposition and Development Agreement including the attachments to this DDA consisting of the exhibits named in and attached to this DDA, the Preliminary Plans the Final Plans and any other item expressly incorporated in this DDA, all of which are incorporated in this DDA as if included in full as provisions in the body of this DDA. A default of any of the items incorporated in this DDA by reference is a default of this DDA.

19.9. "Developer" is Habitat for Humanity of Greater Sacramento, Non Profit. The principal office of the Developer is located at 819 N. 10th Street, Sacramento, CA 95811. The principals of Developer Leah Miller.

19.10. "Escrow" is the escrow for the transfer of the Property and for all requirements related to the transfer. The Title Company is the holder of the Escrow.

19.11. "Escrow Instructions" are the escrow instructions for the close of the Escrow for this DDA.

19.12. "Final Plans" are the full and final plans, drawings and specifications for the Project as described in, and approved by Agency under this DDA. The Final Plans include all construction plans, drawings, specifications and other documents required to obtain all required building permits for the construction of the Project. The Final Plans may refer, as the context may indicate,

to partial Final Plans prepared and submitted in accordance with this DDA. The Final Plans shall incorporate all applicable mitigation measures which may be required for compliance with approvals under the California Environmental Quality Act (commencing at Public Resources Code Section 21000), the National Environmental Policy Act (commencing at United States Code Title 42, Section 4321), and the rules and regulations promulgated under such acts. The Final Plans shall specifically include changes or corrections of the Final Plans approved as provided in this DDA. The Final Plans shall include all landscaping, on- and off-site work and artwork related to the Project. Except as approved by Agency, the Final Plans shall conform in all material respects to all provisions of this DDA.

19.13. “Funding Agreement” is the document that states the terms of the Conditional Grant Agreement between the Sacramento Housing and Redevelopment Agency, as grantor, and Developer, as grantee.

19.14. “Grant Deed” is the grant deed for the transfer of the Property to Developer under this DDA. The Grant Deed contains covenants that run with the land, easements and a reverter provision.

19.15. “Hazardous Substances” as used in this DDA shall include, without limitation to, all substances, wastes and materials designated or defined as hazardous or toxic pursuant to any of the following statutes, as they may be amended or superseded, from time to time: the Clean Water Act (33 U.S.C. 1321 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101); the Environmental Protection Agency list of hazardous materials (40 CFR Part 302) and California Health and Safety Code Sections 25115, 25117, 25122.7, 25140 (Hazardous Waste Control Law), 25316 (Carpenter-Presley-Tanner Hazardous Substances Account Act), 25501 (Hazardous Materials Release Response Final Plans and Inventory) and 25281 (Underground Storage of Hazardous Substances); all applicable local regulations; and all rules and regulations promulgated pursuant to said laws.

19.16. “Lender” shall mean all holders of any lien or encumbrance as security for a loan on all or any part of the Property which loan is made in accordance with this DDA or otherwise approved by Agency in writing.

19.17. “Plans” are the Project designs and elevations, prepared by the Project architect Habitat for Humanity of Greater Sacramento to be prepared no later than three months from execution of the DDA which will be brought to the Agency for approval.

19.18. “Project” is the development of the Property as described in this DDA for the uses stated in this DDA. The Project includes all improvements rehabilitated and constructed on the Property in accordance with this DDA.

19.19. "Property" is the real property to be developed under this DDA by Developer, as more particularly described in the Property Description. The Property includes all improvements contained within the Property.

19.20. "Property Description" is the legal description of the various parcels of real property affected by this DDA. The Property Description is attached as **Exhibit 1: Property Description.**

19.21. "Purchase Price" is the purchase price for the Property as set out in Section 4.

19.22. Reserved

19.23. "Regulatory Agreement" is that certain document that imposes covenants, conditions and restrictions on the Property.

19.24. "Schedule of Performances" is the schedule that establishes the dates by which obligations of the parties under this DDA must be performed and on which conditions must be satisfied. The Schedule of Performances is attached as **Exhibit 2: Schedule of Performances.**

19.25. "Scope of Development" is the detailed description of the construction parameters for the Project. The Scope of Development is attached as **Exhibit 3: Scope of Development.**

19.26. "Title Company" is Placer Title Company. Title Company is the insurer of title under this DDA and the Escrow holder. The Title Company address is 301 University Ave #120, Sacramento, CA 95825.

19.27. "Unavoidable Delay" is a delay in the performance by a party of any obligation which delay is unforeseeable and beyond the control of such party and without its fault or negligence. Unavoidable Delay shall include acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather (as for example, floods, tornadoes, or hurricanes) or delays of subcontractors due to such causes. In the event of the occurrence of any such enforced delay, the time or times for performance of such obligations of the parties shall be extended for the period of the enforced delay, as determined by Agency, provided that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after it has or should have knowledge of any such enforced delay, have first notified the other party, in writing, of the delay and its cause, and requested an extension for the period of the enforced delay.

THE PARTIES HAVE EXECUTED THIS DDA in Sacramento, California, on the following dates, effective as of the date first written above.

**DEVELOPER : HABITAT FOR HUMANITY OF
GREATER SACRAMENTO, INC., A
CALIFORNIA NONPROFIT CORPORATION**

**AGENCY: THE HOUSING AUTHORITY OF
THE CITY OF SACRAMENTO, A PUBLIC BODY,
CORPORATE AND POLITIC**

Disposition and Development Agreement

By:

Leah Miller
Chief Executive Officer

Date: _____

By:

LaShelle Dozier, Executive Director

Date: _____

Approved as to form:

Agency Counsel

[NOTARIZED ACKNOWLEDGEMENTS]

EXHIBIT 1

Property Description

Parcel One:

All that portion of Lots 9 and 10 in Block 9, as shown on the Official "Map of Oak Park and South Sacramento", recorded in the Office of the County Recorder on June 18, 1889, in Book 2 of Maps, Map No.

26, Records of said County, described as all that portion of said lots lying North of a line drawn parallel to,

and 50 feet South of the Northerly line of said Lots 9 and 10, Records of said County.

APN: 010-0323-012

Parcel Two:

The South quarter of Lots 1 and 2, in Block 18, as shown on the "Plat of Oak Park and South Sacramento",

filed in the office of the County Recorder of Sacramento County, on June 18, 1889, in Book 2 of Maps, Map

No. 26, records of said County.

APN: 010-0324-001

Parcel Three:

The North one-half of the South one-half of Lots 1 and 2, in Block 18, as shown on the "Plat of Oak Park and

South Sacramento", filed in the office of the County Recorder of Sacramento County, on June 18, 1889, in

Book 2 of Maps, Map No. 26, records of said County.

Parcel Four:

The South one-half of the North one-half of Lots 7 and 8, in Block 33, as shown on the Official "Map of Oak

Park and South Sacramento", recorded in the Office of the Recorder on June 18, 1889, in Book 2 of Maps,

Map No. 26, Records of said County.

APN: 010-0384-009

Parcel Five:

The North one-half of the South one-half of Lots 7 and 8, in Block 33, as shown on the "Plat of Oak Park and

South Sacramento", filed in the Office of the county Recorder of Sacramento County on June 18, 1889, in

Book 2 of Maps, Map No. 26, Records of said County.

APN: 010-0384-010

Parcel Six:

Lot 167, in Block "G" as shown on the Official "Corrected Amended Plat of Oak Grove Tract", recorded in the Office of the County Recorder of said Sacramento County, October 4, 1894, in Book 3 of Maps, Map No. 15, Records of said County.
APN: 013-0284-005

Parcel Seven:

Lot 42, in Block M, as shown on the "Plat of Gould Resubdivision No. 2" recorded in Book 19 of Maps, Map No. 5, Records of said County.
APN: 020-0212-010

Parcel Eight:

Lot 5208, as shown on the "Map of H.J. Goethe Company's Addition Q to Sacramento", recorded on December 29, 1905, in Book 6 of Maps, Map No. 38, Records of said County.
APN: 014-0231-047

Parcel Nine:

The North one-half of the half acre Tract No. 84, of Subdivision B of South Sacramento according to the Official Plat thereof filed in the Office of the Recorder of Sacramento County, California, on March 28, 1890 in Book 2 of Maps, Map No. 29.
Excepting therefrom the South 80 feet of said North one-half of said half acre Tract No. 84.
APN: 014-0091-001

Parcel Ten:

Lot 17, as shown on the "Map of H.J. Goethe Company's Addition F to Sacramento", recorded on March 15, 1904, in Book 5 of Maps, Map No. 36, Records of said County.
Excepting therefrom the North 76 feet of the East 38.58 feet of said Lot 17.
Also excepting therefrom the South 53.00 feet.
APN: 014-0141-050

EXHIBIT 2

Schedule of Performances

<u>Schedule</u>	<u>Milestone</u>
<u>Build Phase 1 (5 SFD homes)</u>	
Fall 2022	Fundraising begins for phase 1 homes and the submittal of permits
Spring 2023	Approved families begin their 500 hours of sweat equity towards the construction of the phase 1 homes
Summer 2023	Construction of Phase 1 homes continues (5 homes)
Spring 2024	Construction of 2 homes is completed
Summer 2024	Construction of 3 homes is completed
<u>Build Phase 2 (5 SFD homes)</u>	
Spring 2024	Fundraising for Phase 2 homes begins as well as selection of families
Spring 2024	Submittal of building permits begins for Phase 2 homes
Fall 2024	Construction of Phase 2 homes begins
Summer 2026	Construction of 5 homes for phase 2 is completed

EXHIBIT 3

Scope of Development

Oak Park, a Habitat for Humanity of Greater Sacramento Community (Single Family Detached Homes)

I. Project Description

The Oak Park lots that Habitat for Humanity of Greater Sacramento will be developing include 10 lots that are scattered at various areas within the Oak Park neighborhood. Habitat for Humanity will be developing 10 single family homes that will help with creating affordable housing, and improve the overall neighborhood of Oak Park.

II. Site Improvements

1. **Landscaping:** Project will be designed in accordance with County requirements.
 - a) Existing trees shall be evaluated by an arborist and trimmed/removed according to the evaluation. Any tree trimming or tree removal will either occur outside the nesting season for nesting birds.
 - b) Front yards will be covered in mulch, bark or some other ground cover with a weed barrier.
2. **Irrigation:** Irrigation systems shall be installed with new system that includes appropriate water efficient fixtures.

III. Building Exterior Improvements

3. **Fencing:** All houses will have 6' redwood fencing on both sides with a gate to access each backyard.
4. **Roof:** The roofing of all buildings will have a minimum 30-year warranty Asphalt Composition Shingles.
5. **Gutters, Downspouts and Downspout Extensions:** All gutters, downspouts and downspout extensions will be new and connected to a storm drain system and/or routed to surface drain.
6. **Siding:** Exterior siding of the homes will be a cementitious siding (lap and panel).
7. **Paint:** Building will have interior and exterior painting.

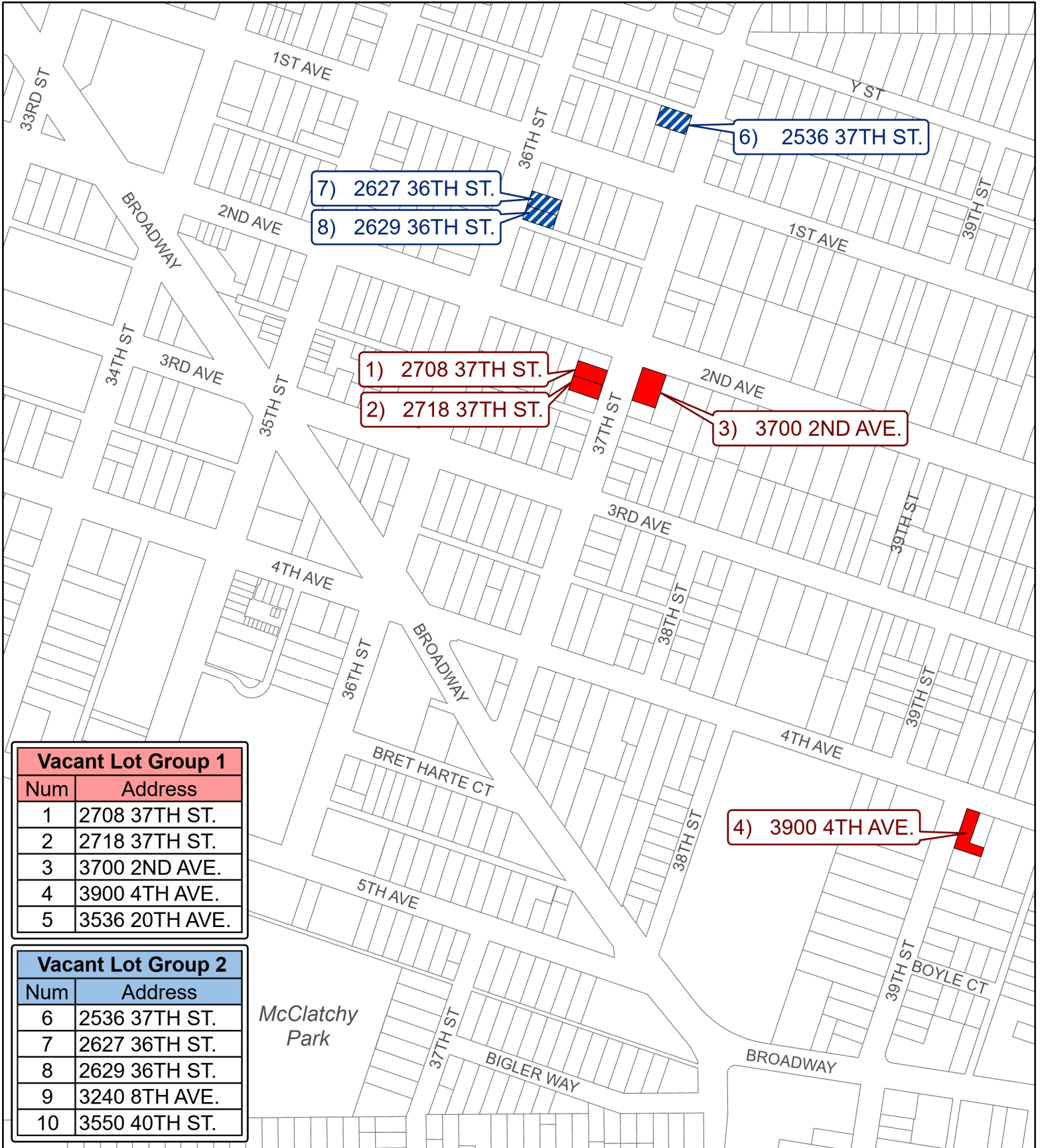
8. **Windows and Sliders:** All windows will be energy-efficient windows. Windows will be designed to open and will have screens and will meet all current codes.
9. **Lighting:** All exterior lighting will be energy efficient
10. **Sidewalks and Ramps:** The sidewalks and ramps will meet current code and ADA requirements throughout the Project.
11. **Mailbox Units:** New cluster mailbox units will be installed and shall include space for larger parcels delivered to site.
12. **Stairways, Railings and Landings:** Will meet all current codes for treads and risers, guardrails and handrails.

IV. Building Interior

1. **Central Heating, Ventilation and Air Conditioning Systems (HVAC):** All of the homes will have a) the duct work, air distribution and air supply and exhaust systems will be installed b) new EnergyStar or better HVAC split systems installed; new air output; and c) new intake vents will be installed.
2. **Water heaters:** All units will have EnergyStar water heaters.
3. **Water distribution System:** Water distribution system will be made of PEX piping for the branch lines and Aquatherm piping for the main water lines.
4. **Kitchens:** All kitchens will have new solid-surface counters, cabinets, drawers, refrigerator/freezer combination appliances, free-standing electric range/oven combination appliances, ventilation hood appliances, dishwashers, sinks, garbage disposals, angle stops, low-flow faucets and finishes. All appliances will be EnergyStar or better.
5. **Bathrooms:** All bathrooms will have solid-surface counters, sinks, tubs and surrounds, accessories (i.e., toilet paper holders, towel racks, shower rods), low-flow showerheads, low-flow toilets and low-flow faucets. Vanities will have cabinets and drawers. A humidistat fan will be installed in all bathrooms.
6. **Ceilings and Walls:** All interior walls and ceilings will have a drywall finish.
 7. **Doors:** All doors will be new and will meet current egress standards.
 8. **Flooring:** Will be carpet/laminate and meet all current codes.
 9. **Windows:** Will be installed to meet all current codes and will have screens.

10. **Paint:** Paint will be applied to all walls, ceilings, and trim, in all rooms, closets and storage rooms.
11. **Electrical:** GFI outlets will be installed to code. New hardwired smoke and CO detectors will be installed in the hallways of all units. New hardwired smoke detectors will be installed in the bedrooms of all units.
12. **Lighting:** All kitchens, dining rooms, bedrooms, bathrooms, and hallways will have new energy efficient light fixtures installed.

End of Scope of Development



Vacant Lot Group 1	
Num	Address
1	2708 37TH ST.
2	2718 37TH ST.
3	3700 2ND AVE.
4	3900 4TH AVE.
5	3536 20TH AVE.

Vacant Lot Group 2	
Num	Address
6	2536 37TH ST.
7	2627 36TH ST.
8	2629 36TH ST.
9	3240 8TH AVE.
10	3550 40TH ST.



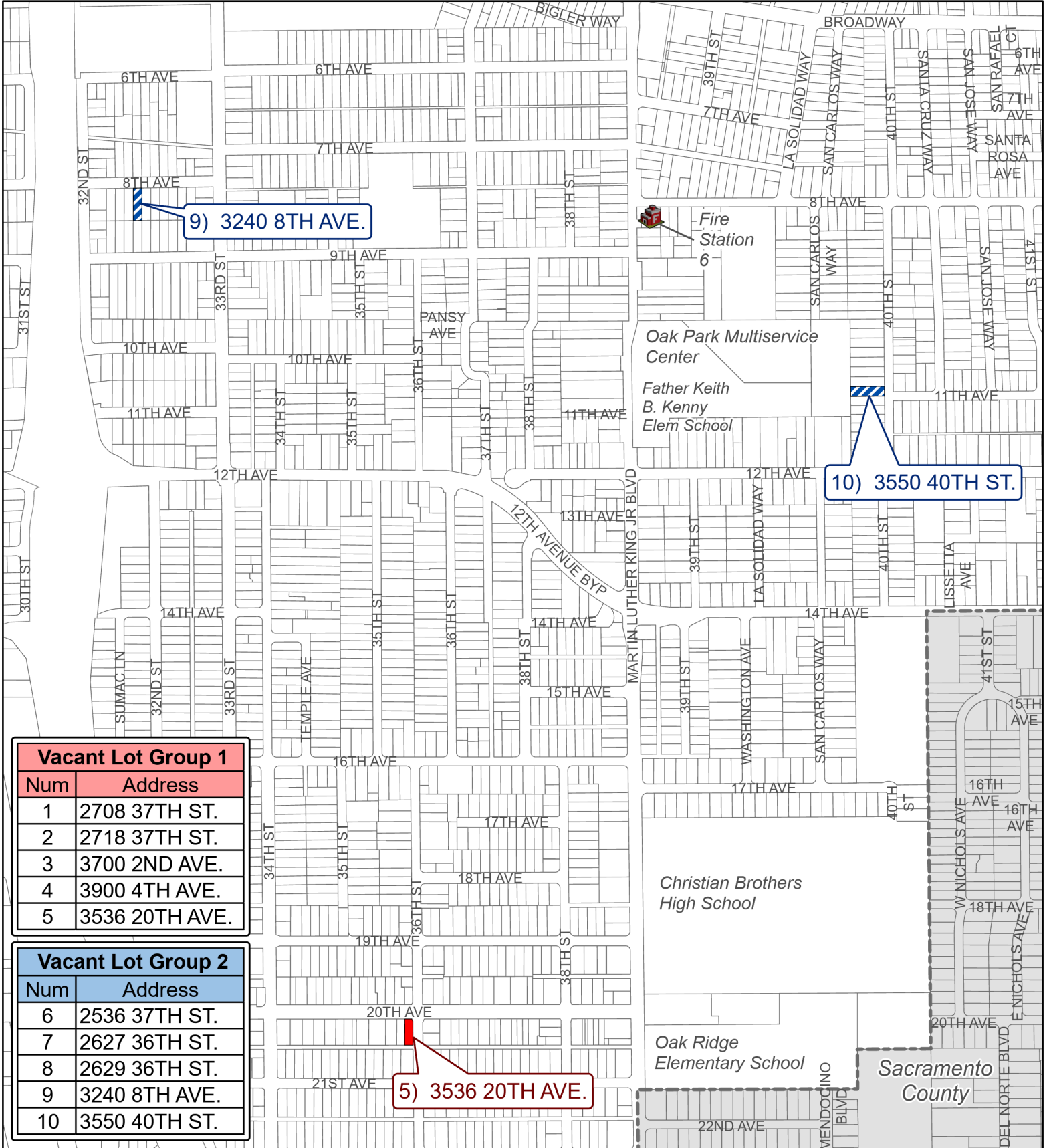
Vacant Lot (Group 1)



Vacant Lot (Group 2)



SHRA GIS
October 25, 2022



Vacant Lot Group 1	
Num	Address
1	2708 37TH ST.
2	2718 37TH ST.
3	3700 2ND AVE.
4	3900 4TH AVE.
5	3536 20TH AVE.

Vacant Lot Group 2	
Num	Address
6	2536 37TH ST.
7	2627 36TH ST.
8	2629 36TH ST.
9	3240 8TH AVE.
10	3550 40TH ST.

5) 3536 20TH AVE.

9) 3240 8TH AVE.

10) 3550 40TH ST.

- Vacant Lot (Group 1)
- Vacant Lot (Group 2)

