

City Council Report

915 I Street, 1st Floor Sacramento, CA 95814 www.cityofsacramento.org

File ID: 2021-00458 May 4, 2021 **Consent Item 25**

Title: (Housing Authority) Approval of Housing Authority Successor Agency Funds
Loan Commitment to the Mirasol Village Block C Project (Twin Rivers Phase 3)

Location: 1200 Richards Blvd, District 3

Recommendation: Adopt a Housing Authority Resolution: 1) declaring the previous commitment of \$2,500,000 in Housing Authority Funds (HAF) is null and void, and approving a new Conditional Loan Commitment of \$5,000,000 in HAF (Commitment), 2) authorizing the Executive Director, or her designee, to execute the Commitment letter with Twin Rivers Phase 3, L.P. or related entity for the Project, 3) authorizing the Executive Director, or her designee, to execute any and all documents deemed necessary by herself or her designee and related to the transaction; 4) amending the Housing Authority budget, and 5) making related findings.

Contact: Christine Weichert, Assistant Director, (916) 440-1353, Tyrone Roderick Williams, Deputy Executive Director, (916) 440-1316, Sacramento Housing and Redevelopment Agency

Presenter: None

Attachments:

1-Description/Analysis

2-Housing Authority Resolution – Loan Commitment

3-Exhibit A to Resolution: Loan Commitment

4-Vicinity Map

5-Project Rendering

6-Residential Project Summary

7-Cash Flow Proforma

8-Maximum Income and Rent Limits

Description/Analysis

Issue Detail: In 2015, the Housing Authority of the County of Sacramento (HACOS) and the City of Sacramento (City) were, as co-grantees, awarded a \$30 million Choice Neighborhoods Implementation (CNI) Grant from the US Department of Housing and Urban Development (HUD) for the Twin Rivers Transit Oriented Development and Light Rail Station master development (Mirasol Village). Sacramento Housing and Redevelopment Agency (SHRA) is managing the master development and McCormack Baron Salazar (MBS) is the master developer and Housing Lead (Developer) under the CNI grant.

The CNI grant supports the redevelopment of the former housing development and the transformation of the River District/Railyards neighborhood. The grant requires replacement of 218 public housing units within a mixed-income development which will include at least 487 housing units, common area, community gathering spaces, and other amenities. Mirasol Village includes six residential blocks on approximately 26 acres and a new light rail station constructed along 12th Street. A vicinity map and Project Rendering are included as Attachments 4 and 5.

Mirasol Village is being developed in five phases. The first phase includes Blocks B and E (123 units) and construction started in July 2020. The second phase is Block A (104 units) started construction in December 2020. The third phase is Block C (84 units) which is the subject of this report. The Block C Developer is also actively working to secure the funds needed to construct the fourth phase, Block D (116 units). The fifth phase, Block F, is the block east of 12th Street and will be the last block developed.

History and Status

On June 30, 2020, the California Department of Housing and Community Development (HCD) awarded \$14,484,068 of Multifamily Housing Program (MHP) funds to Block C.

On October 13, 2020, City Council (Council) approved \$3,038,000 in CNI funds for a predevelopment loan agreement and permanent loan commitment to Twin Rivers Phase 3, L.P. or related entity for Block C.

On October 20, 2020, the Board of the Housing Authority of the County of Sacramento also approved up to \$3,038,000 in CNI funds for a predevelopment loan agreement and permanent loan commitment to Twin Rivers Phase 3, L.P. or related entity for Block C.

On December 8, 2020, Council and the Board of the Housing Authority of the City of Sacramento approved the issuance of up to \$35,000,000 in tax exempt mortgage revenue

bonds and a gap financing loan of \$2,500,000 in Housing Authority Funds (HAF) for the construction and permanent financing of the Project.

On February 4, 2020, HACS and the Developer submitted a joint application for tax-exempt bonds, four percent Low Income Housing Tax Credits (LIHTC) and state tax credits for the construction and permanent financing of the Project. Unfortunately, this funding round was oversubscribed and the Project was not awarded due to the total amount of tax credits and bonds requested.

To make the Project more competitive for funding, the Project's proposed sources have been restructured to eliminate the state tax credits, decrease the conventional loan, and increase the federal tax credits and HFA gap loan. Also, the developer fee has decreased by \$1.3 million and there are cost savings in architecture, engineering and financing fees.

Subject to Housing Authority Board approval, the Developer and HACS would like to: 1) void the previous loan commitment of \$2,500,000 in HAF; 2) enter into a new loan commitment for a total of \$5,000,000 in HAF for the construction and permanent financing of the Project; and 3) reapply for tax-exempt bonds and four percent LIHTC on May 13, 2021. If successfully awarded bonds and tax credits in late Summer 2021, the close of financing and construction is anticipated to begin by the end of 2021.

<u>Development:</u> Mirasol Village Block C is composed of townhouses and garden-style walk-up buildings and includes a total of seven buildings, 68 on-grade parking spaces, and 84 units. There will be 9 Americans with Disabilities Act compliant units and four units with communication features. The Project will contain amenities that include bicycle parking, landscaped courtyards and a play area. Additionally, residents from Block C will have access to the master development site amenities that include management offices, resident community rooms, fitness center, a business center, swimming pool, barbeque area, a community park and community garden. Further details of the scope of development are included with the Conditional Loan Commitment as Exhibit A.

<u>Infrastructure Improvements:</u> On May 29, 2018, Council approved the commitment of up to \$16.49 million of Section 108 loan funds to construct new infrastructure systems throughout the Mirasol Village master development.

<u>Entitlements:</u> The site plan approval for Block C was received in February 2020, and the building permits are expected to be ready to issue in late 2021.

<u>Developer:</u> The limited partnership, Twin Rivers Phase 3, L.P. will develop the Project. A McCormack Baron Salazar, Inc. affiliate, Twin Rivers Phase 3, MBS GP, Inc., will serve as

administrative general partner of the limited partnership. The Developer is an experienced owner and manager of affordable rental housing projects with more than 40 years of experience in affordable housing and has developed over 21,000 homes in 23 states across the U.S., including 13 communities in California. They have extensive experience in financing projects with tax credits, tax exempt bonds, and other public and private funding sources.

The Sacramento Housing Authority Repositioning Program, Inc. (SHARP) is the managing general partner of the limited partnership and is a non-profit public benefit corporation formed by the Housing Authority to pursue projects as a strategic response to reductions in federal funding sources for public housing. SHARP can attract private development partners and financing sources not otherwise directly available to the Housing Authority.

<u>Property Management:</u> The Project will be managed by the John Stewart Company (JSCo), an experienced property management firm with over 40 years of experience operating affordable apartment communities. There are over 420 properties in California consisting of more than 31,600 affordable and market rate residential units in their portfolio. The JSCo currently manages 16 SHRA financed affordable housing properties in the Sacramento region. SHRA staff has reviewed and approved the management plan, including daily operations, leasing procedures, maintenance, and eviction procedures to ensure the company meets SHRA requirements for property management.

Resident Services: Resident services will be provided by Urban Strategies, which currently provides resident services to 11 affordable housing communities across the country. Urban Strategies will be required to provide at least 15 hours of services per week for Block C residents. Programs will be tailored to resident needs. SHRA staff has reviewed and approved Urban Strategies' resident services plan detailing the scope and schedule of services to be provided. Services will be provided by an on-site services coordinator and will include social services and enrichment programs. SHRA will approve subsequent providers of additional services.

<u>Project Financing:</u> In addition to the CNI and HAF loans, and HACOS ground lease loan, the Project will be financed with four percent Low Income Housing Tax Credits, tax-exempt bond financing, a bank loan, an MHP loan and development impact fee waivers. The law firm of Orrick, Herrington and Sutcliffe LLP, will serve as Bond Counsel to the Housing Authority.

<u>Low-Income Set-Aside Requirements:</u> As a condition of receiving LIHTC and the benefits of tax-exempt bond financing, federal law requires that units be set aside for targeted income groups. Income restrictions from LIHTC financing require that 20 percent of the units have rents that are affordable to households with income up to 50 percent of Area Median Income (AMI).

SHRA further requires at least 15 percent of the units have rents that are affordable to households with income up to 50 percent AMI and at least 5 percent of the units have rents that are affordable to households with income up to 30 percent AMI, based on financial feasibility. HUD approved 53 replacement Project Based Vouchers for the public housing replacement units in the Project which are administered by the County Housing Authority.

Project affordability restrictions will be specified in regulatory agreements with the Developer. The Project Summary and Proforma are included as Attachments 6 and 7, and a schedule of Maximum Income and Rent Limits is included as Attachment 8. These anticipated sources and their affordability requirements are summarized in the following table:

Mirasol Village Block C

| Affordability Restrictions (55 years) ¹ | Units | % of Units |
|--|-------|------------|
| Extremely Low Income (20% AMI) | 35 | 42% |
| Extremely Low Income (30% AMI) | 7 | 8% |
| Very-Low Income (50% AMI) | 11 | 13% |
| Low Income (60% AMI) | 12 | 14% |
| Market Rate (Exempt) | 18 | 22% |
| Management Unit (Exempt) | 1 | 1% |
| Total | 84 | 100% |

¹Pursuant to 24CFR 983.301, contract rents approved by HUD may exceed the tax-credit rent limits; and the AMI change is due to income averaging regulation by CDLAC. The tenant rent will not exceed 30% of the household adjusted gross income with PBV.

Policy Considerations: The recommended actions are consistent with 1) SHRA's approved Multifamily Lending and Mortgage Revenue Bond Policies, priority 1 and 2, Preservation and New Construction (Resolution No. 2019-0425 and Housing Authority Resolution No. 2019-022); 2) the 2013-2021 Housing Element, which encourages the provision of a variety of quality housing types to encourage neighborhood stability, including options for extremely low-income households (Resolution No. 2013-415); 3) 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 (Resolution No. 2015-263); and 4) the Downtown Housing Initiative and Initiation of the Downtown Specific Plan, to bring 10,000 places to live to Downtown Sacramento by year 2025 (Resolution No. 2015-282). Additionally, the Project is located in an Opportunity Zone that provides a federal tax incentive for investors, who invest in real estate projects and operating businesses located in designated low-income communities through deferral and partial tax reductions of reinvested capital gains and forgiveness of tax on new capital gains (enacted into federal law through the Tax Cuts and Jobs Act of 2017).

Economic Impacts: This multifamily residential project is expected to create 373.9 total jobs (211.87 direct jobs and 162.03 jobs through indirect and induced activities) and create \$31,158,005 in total economic output (\$18,992,745 of direct output and another \$12,165,260 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) and National Environmental Policy Act (NEPA): A combined Initial Study/Environmental Assessment was prepared for the Mirasol Village (formerly Twin Rivers) Project pursuant to California Environmental Quality Act requirements under 14 California Code of Regulations §15070, and National Environmental Policy Act requirements under 24 CFR §58.36. The Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program were adopted and a Notice of Determination was issued pursuant to CEQA and a Finding of No Significant Impact was prepared pursuant to NEPA. The proposed action requires no further environmental review.

Sustainability: The Project has been reviewed for consistency with the goals, policies, and targets of the 2035 General Plan. If approved, the project will advance the following goals, policies, and targets that will directly or indirectly conserve energy resources and reduce greenhouse gas emissions, in part, from the 2035 General Plan: a) Housing Element – Strategies and Policies for Conserving Energy Resources – Climate Action Plan, subsection 7.2: improving the energy efficiency in new buildings; and b) Environmental Resources - Air Quality and Climate Change sub-section 6.1.7: reduce greenhouse gas emissions from new development, promoting water conservation and recycling, promoting development that is compact, mixed-use, pedestrian friendly, and transit oriented; and promoting energy-efficient building design and site planning.

Commission/Committee Action: Sacramento Housing and Redevelopment Commission: It is anticipated that, at its May 5, 2021 meeting, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Housing Authority Board in the event the item is not approved.

Rationale for Recommendation: The actions recommended in this report enable SHRA to continue fulfilling its mission to provide a range of affordable housing opportunities in the City and are consistent with the SHRA's approved Multifamily Lending and Mortgage Revenue Bond Policies, the City of Sacramento's 2013-2021 Housing Element, Promise Zone plans and goals, Downtown Housing Initiative and Initiation of the Downtown Specific Plan, and Opportunity Zone.

Financial Considerations: The \$5,000,000 HAF loan and \$3,038,000 CNI loan will have a term of 57 years. The HAF loan will have a simple interest rate at three percent and the CNI loan will have a simple interest rate at four percent. SHRA will receive a one-time issuance fee of 0.25 percent of the bond amount, which is payable at bond closing, and annual payment for monitoring the regulatory restrictions and administration of the bonds in the amount of 0.125 percent of the bond amount. SHRA will also receive a \$100 annual administrative fee for each HAF assisted unit. The total administrative fee will not exceed \$25,000 annually for the affordable units during the 55-year term. The Developer will be responsible for payment of all costs and fees relating to the bonds. Mortgage revenue bonds do not represent a financial obligation of SHRA, Housing Authority, or City of Sacramento.

Local Business Enterprise (LBE), Minority/Women's Business Enterprise (M/WBE) and Section 3 requirements: Local Business Enterprise requirements do not apply to this report. Minority and Women's Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent feasible and as required by federal funding and in accordance with SHRA's Section 3 Economic Opportunity Plan. The Developer and general contractor will work with SHRA's Section 3 Administrator, the Sacramento Employment and Training Agency, the Greater Sacramento Urban League or similar entities, to promote employment opportunities.

RESOLUTION NO. 2021 -

Adopted by the Housing Authority of the City of Sacramento

on date of

MIRASOL VILLAGE BLOCK C: AUTHORIZATION TO AMEND THE HOUSING AUTHORITY BUDGET AND ALLOCATE AN ADDITIONAL \$2,500,000 IN HOUSING AUTHORITY FUNDS (HAF) TO BLOCK C (PHASE 3) HOUSING; APPROVAL TO EXECUTE A CONSTRUCTION AND PERMANENT LOAN COMMITMENT OF UP TO \$5,000,000 OF HAF AND TO EXECUTE RELATED DOCUMENTS WITH TWIN RIVERS PHASE 3 L.P. OR RELATED ENTITY; AND ENVIRONMENTAL FINDINGS

BACKGROUND

- A. On June 30, 2020, the California Department of Housing and Community Development awarded \$14,484,068 of Multifamily Housing Program funds to Mirasol Village Block C (Project).
- B. On August 3, 2020, Twin Rivers Phase 3, L.P. (McCormack Baron Salazar, Inc.) (Developer) submitted a funding application to Sacramento Housing and Redevelopment Agency (SHRA) requesting a \$3,038,000 loan in CNI funds and a \$2,500,000 loan in Housing Authority Funds to assist in funding the construction and permanent financing of the Project.
- C. On October 13, 2020, the Sacramento City Council (Council) approved a \$3,038,000 loan commitment comprised of CNI funds between HACOS and the Developer to assist in funding the construction and permanent financing of the Project (CNI Loan Commitment). On October 20, 2020, the Board of HACOS also approved the CNI Loan Commitment.
- D. On December 8, 2020, Council and the Board of the Housing Authority of the City of Sacramento approved the issuance of up to \$35,000,000 in tax exempt mortgage revenue bonds, and a gap financing loan of \$2,500,000 in HAF for the construction and permanent financing of the Project.
- E. On February 4, 2020, HACS and the Developer submitted a joint application for tax-exempt bonds, four percent Low Income Housing Tax Credits (LIHTC) and state tax credits for the construction and permanent financing of the Project. Unfortunately, this funding round was oversubscribed and the Project was not awarded due to the total amount of tax credits and bonds requested.
- F. Subject to Housing Authority Board approval, the Developer and HACS would like to: 1) void the previous loan commitment of \$2,500,000 in HAF; 2) enter into a new loan commitment for a total of \$5,000,000 in HAF for the construction and permanent financing of the Project; and 3) reapply for tax-exempt bonds and four percent LIHTC.

- G. The recommended actions are consistent with a) SHRA's approved Multifamily Lending and Mortgage Revenue Bond Policies, priority 1. Preservation (Resolution No. 2009-148); b) the 2013-2021 Housing Element, which encourages the provision of a variety of quality housing types to encourage neighborhood stability, including options for extremely low-income households (Resolution No. 2013-415); c)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 (Resolution No. 2015-263); and d) the Downtown Housing Initiative and Initiation of the Downtown Specific Plan, to bring 10,000 places to live to Downtown Sacramento by 2025 (Resolution No. 2015-282).
- H. A combined Initial Study/Environmental Assessment was prepared for the Mirasol Village (formerly Twin Rivers) Project pursuant to California Environmental Quality Act (CEQA) requirements under 14 California Code of Regulations (CCR) §15070, and National Environmental Policy Act (NEPA) requirements under 24 Code of Federal Regulations §58.36. The Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program were adopted and a Notice of Determination was issued pursuant to CEQA and a Finding of No Significant Impact was prepared pursuant to NEPA. The proposed action requires no further environmental review.

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 commitment dated December 8, 2020 is hereby null and void, and superseded by the Conditional Loan Commitment attached hereto as Exhibit A for financing of the Project with up to \$5,000,000 in Housing Authority Funds (Commitment) and is hereby approved, and the Executive Director, or designee, is authorized to execute and transmit the Commitment to Twin Rivers Phase 3, L.P. (McCormack Baron Salazar or related entity).
- Section 3. The Executive Director, or her designee, is authorized to execute related documents, as approved to form by its Office of the General Counsel, and perform other actions the Housing Authority deems necessary to fulfill the intent of the Housing Authority Funds, including without limitation, financial restructuring, and extensions, consistent with its adopted policy and with this resolution.
- Section 4. The Housing Authority is authorized to amend its budget and allocate an additional amount of \$2,500,000 for a total amount not to exceed \$5,000,000 in Housing Authority Funds to provide construction and permanent financing for the Project.

Table of Contents:



Effective Date: May 4, 2021

Twin Rivers Phase 3, L.P. c/o McCormack Baron Salazar, Inc. Daniel Falcon, Vice President 801 S. Grand Avenue, Suite 780 Los Angeles, CA 90017

RE: Conditional Funding Commitment for Mirasol Village Block C (Twin Rivers Phase 3)

Dear Mr. Falcon:

On behalf of the Housing Authority of the City of Sacramento (Agency), we are pleased to advise you of this Conditional Funding Commitment (Commitment) of construction and permanent loan funds (Loan) not to exceed \$5,000,000 in Housing Authority Funds (HAF) for the purpose of financing the acquisition, rehabilitation and development of that certain real property known as Mirasol Village Block C (Twin Rivers Phase 3) located at 320 Dos Rios Street, Sacramento, (formerly 321 Eliza Street; Lot 3, Sacramento), California 95811 (Property). The Conditional Funding Commitment dated December 8, 2020 between Agency and Borrower is null and void, and superseded with this Commitment dated May 4, 2021. The Agency's decision is based on your application, and all representations and information supplied by you to it. If these representations and information change in a material manner without written approval of the Agency, this Commitment is void. Agency's obligation to make the Loan is subject to the satisfaction of all the following terms and conditions and Borrower's execution of documentation that is in a form and in substance satisfactory to the Agency.

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

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

This Commitment will expire November 30, 2022, unless a mutually agreed upon extension is made.





- 1. <u>PROJECT DESCRIPTION</u>: Mirasol Village Block C development is composed of townhouses and garden-style walk-up buildings and includes a total of seven (7) buildings, 74 on-grade parking spaces, and 84 units comprised of 1-bedroom, 2-bedroom, 3-bedroom, 4-bedroom, and 5-bedroom units. The Project will contain amenities that include secure bicycle parking, landscaped courtyards and a play area. Additionally, residents will have access to the master plan site amenities that include management offices, resident community rooms, fitness center, business center, swimming pool and barbeque area.
- 2. <u>BORROWER</u>: The name of the Borrower for the Loan is Twin Rivers Phase 3, L.P., a California limited partnership created by McCormack Baron Salazar, Inc., or related entity as the lead development partner.
- 3. <u>PURPOSE OF LOAN</u>: The Loan is to be used by Borrower solely to pay the costs of development, permanent financing and for such other purposes as Agency expressly agrees to in the loan agreement for the Loan, and such other agreements as may be generally required by the Agency for the use of the funding source for the Loan.
- 4. <u>PRINCIPAL AMOUNT</u>: The principal amount of the Loan will be the lesser of (a) Five Million Dollars and No Cents (\$5,000,000.00), or (b) an amount to be determined prior to close of the Loan based on a project budget approved by Agency.
- 5. <u>TERM OF LOAN</u>: The Loan shall mature 57 years or 684 months from the date of closing, at which point any and all unpaid principal and interest on the loan will be due and payable.
- 6. <u>INTEREST RATE</u>: The Loan will bear simple interest at three percent (3%) per annum. Interest shall be calculated on the basis of a 365-day year and actual number of days elapsed.
- 7. <u>ANNUAL REPAYMENT</u>: Annual principal and interest payments shall be made according to the structured payment schedule contained in the final Loan Agreement and as calculated to achieve a minimum annual debt service coverage ratio of 1.2:1. Payments shall be applied first to outstanding interest accrued and unpaid and then to principal. All outstanding principal and interest is due and payable on the maturity date.
- 8. <u>SOURCE OF LOAN FUNDS</u>: Agency is making the Loan from the following source of funds, and the Loan is subject to all requirements related to the use of such, whether Agency requirements or otherwise: City of Sacramento Housing Authority Funds (HAF). This Loan is conditioned upon Borrower's acceptance of Agency's requirements and conditions related to such lending programs and funding sources, including among others, the required forms of agreements for the Loan; the requirements for covenants, conditions and restrictions upon the Property; and insurance and indemnity requirements.





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

_____(Borrower Initial)

- 10. <u>ACCELERATION</u>: Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.
- 11. <u>SECURITY</u>: The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a lien upon the Property and Improvements subject only to liens senior to the Agency's lien securing loans from a conventional lender or other lender and such other items as the Agency may approve in writing. The Loan shall also be secured by security agreements. The Agency may subordinate said deeds of trust in order to accommodate completion of the development of the Property. The Agency will not subordinate the regulatory agreement(s) to said deeds of trust in order to preserve the affordable housing covenants.
- 12. <u>LEASE AND RENTAL SCHEDULE</u>: All leases of the Property and Improvements shall be subject to Agency's review and approval prior to execution. Borrower shall not deviate from the rental schedule presented in Borrower's application for the Loan without Agency's prior written approval; provided, however, that such approval shall not be required for annual adjustments to rental rates as permitted by the California Tax Credit Allocation Committee.
- 13. <u>PROOF OF EQUITY</u>: Borrower shall provide proof of equity for the Property and Improvements in the amount of no less than stated in Borrower's request for the Loan. Proof of equity will generally be in the form of verified low income housing tax credit equity and deferred developer fee. If the final equity contribution is less than the anticipated \$14,700,000, the difference in equity must be offset by a non-Agency nor Sacramento Housing and Redevelopment Agency funding source.
- 14. <u>OTHER FINANCING</u>: Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:





- 1. As a condition precedent to disbursement of the remainder of the Agency loan, construction financing from a private lender(s) in an amount(s) sufficient to complete construction of the Property according to a scope of work as approved by Agency and made for a term not less than that specified in the Schedule of Performances for completion of construction, and in any event not less than the time necessary to fulfill all conditions precedent to funding of the permanent financing.
- 2. Commitments for permanent financing sufficient to "take out" all liens senior to the Agency's lien.
- 3. Such commitments for financing shall not require modification of Agency loan documents, or any term of this commitment letter.
- 4. Such commitments shall not be based upon sources and uses of Project funds that are different from those approved by Agency for the project or be subject to conditions which require amendment of the DDA, OPA or other agreements.
- 15. <u>EVIDENCE OF FUNDS</u>: Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Borrower equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency's contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.
- 16. <u>SOILS AND TOXIC REPORTS</u>: Borrower has submitted to the Agency a hazardous substances report made in accordance with the American Society for Testing and Materials "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process" (Designation E1527-13) prepared by a licensed or registered environmental engineer or other qualified party prior to Loan closing. Borrower must, as a condition of disbursement of Loan funds, give assurances satisfactory to the Agency that hazardous materials are not present on the Property or that any hazardous materials on the Property will be remediated and that no further remediation is then required by the environmental agency having responsibility for monitoring such remediation.
- 17. LOAN IN BALANCE: Borrower will be required to maintain the Loan "in balance". The Loan is "in balance" whenever the amount of the undisbursed Loan funds, the remaining sums to be provided by the Borrower and the loan funds from other project lenders or the equity investor are sufficient, in the sole judgement of the Agency, to pay for the remainder of the work to be done on the project as required by written agreement with the Agency. Should the Agency determine that the Loan is not "in balance", the Agency may declare the Loan to be in default.





- 18. <u>PLANS AND SPECIFICATION</u>: Final plans and specifications, if any, for the project must be in accord with the proposal approved as part of the Loan application. Final plans and specifications will be subject to Agency's final approval prior to the disbursal of Agency Loan funds. Borrower must obtain Agency's prior written consent to any change in the approved plans and specifications or any material deviation in construction of the project. The final plans shall incorporate all related mitigation measures as required in the Mitigation Monitoring and Reporting Program of Twin Rivers Transit Oriented Development and Light Rail Station Project as may applicable to Twin Rivers Phase 3, environmental conditions required, if any, for compliance with approvals under CEQA, and/or NEPA, or the U.S. Department of Housing and Urban Development as conditions of approval of the project.
- 19. <u>ARCHITECTURAL AGREEMENT</u>: The architectural agreement (Agreement), if any, for the preparation of the plans and specifications and other services shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.
- 20. <u>CONSTRUCTION CONTRACT</u>: The construction contract (Contract), if any, and any change orders issued thereunder, and the contractor (Contractor) to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency may require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
- 21. <u>ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS</u>: The Loan will require 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. Borrower will instruct its Contractor and its subcontractors to utilize lower income project area residents as employees to the greatest extent feasible.
- 22. <u>RETENTION AMOUNT</u>: The Agency shall retain ten percent (10.0%) of the total amount of the Loan as retention and shall be released when the Agency determines all conditions to final disbursement of the Loan have been satisfied.
- 23. <u>COST BREAKDOWN</u>: Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the Improvements, which breakdown conforms to the project plans and specification and the budget approved with this Commitment. Borrower shall also deliver a list of all contractors and subcontractors to be employed in connection with the construction of the Improvements. If required by the Agency, Borrower shall also submit copies of all bids received for each item of work to be performed as well as copies of executed contracts and subcontracts with acceptable bidders.

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





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

- 24. <u>COST SAVINGS</u>: At completion of construction, Borrower shall submit to Agency a cost certification prepared by a qualified, independent auditor acceptable to Agency, which cost certification shall indicate the amounts actually spent for each item in the cost breakdown and shall indicate the final sources of funding. If there is an aggregate savings, in the total of all such cost breakdown items from the cost breakdown items in the original budget approved by the Agency, after adjusting for any decrease in any funding source including any loss of any equity investment due to an adjustment in the allowable tax credits, the Agency shall withhold for itself as loan repayment, one-half of such savings from the amount of retention then held by the Agency, and the Loan balance shall be reduced by the amount so withheld. The Agency, in its sole discretion, shall determine any reduction and/or repayment of the Agency loan based upon this cost certification and the original approved budget for the project.
- 25. <u>START OF CONSTRUCTION</u>: Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than sixty (60) days following the close of construction financing.
- 26. <u>COMPLETION OF CONSTRUCTION</u>: Borrower shall complete the construction of the Improvements no later than twenty-four (24) months following the close of construction financing.
- 27. <u>SECURITY CAMERAS AND OUTSIDE LIGHTING</u>: Project shall include installation of a security camera system at vehicular driveways and additional exterior lighting, and security patrols, all as approved by the Agency.
- 28. <u>INSURANCE PROVIDER</u>: Each policy of insurance required under the Loan shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII, which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Lender's legal counsel.
- 29. <u>HAZARD INSURANCE</u>: Borrower shall procure and maintain fire and extended coverage insurance and during construction Builder's Risk completed value insurance in a form and substance approved by Agency. Coverage shall be for protection against loss of, or damage to the Improvements or materials for their construction to their full insurable value. Borrower shall also procure and maintain insurance against specific hazards affecting Agency's security for the Loan as may be required by Agency, governmental regulations, or any permanent lender. All such policies shall contain a standard mortgagee loss payable





- clause in favor of Agency. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000.00).
- 30. PUBLIC LIABILITY AND OTHER INSURANCE: Borrower must procure and maintain public liability and property damage insurance (with Agency named as additional insured) in a form approved by Agency. Coverage must be approved by Agency and must be in at least the following limits of liability: (1) Commercial General Liability insurance in Insurance Services Office (ISO) policy form CG 00 01 Commercial General Liability (Occurrence) or better with limits of liability, which are not less than \$1,000,000, per occurrence limit; \$5,000,000 general aggregate limit, and \$5,000,000 products and completed operations aggregate limit, all per location of the Project; (2) Property damage liability of \$1,000,000 each occurrence, \$1,000,000 single limit and \$1,000,000 aggregate; (3) Contractual liability for Bodily Injury of \$1,000,000 each occurrence, for Property Damage of \$1,000,000 each occurrence and \$1,000,000 aggregate, and Personal Injury with Employment Exclusion Deleted of \$1,000,000 aggregate; and (4) Comprehensive Automobile Liability for any vehicle used for or in connection with the Work of \$1,000,000. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000). Borrower must also procure and maintain workers' compensation and all other insurance required under applicable law, as required by law and as approved by Agency.
- 31. <u>TITLE INSURANCE</u>: Borrower must procure and deliver to Agency an ALTA Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to ALTA endorsement nos. 9.6 and 9.7 (or CLTA endorsement nos. 100 and 116) and ALTA endorsement no. 25 (or CLTA endorsement no. 116) insuring Agency in an amount equal to the principal amount of the Loan and covenants, conditions or restrictions of the Loan, that Agency's Deed of Trust constitutes a third lien or charge upon the Property and Improvements subject only to such items as shall have been approved by Agency. There must be no exceptions permitted for mechanics liens. Title insurance for the Loan must be issued by a title insurer approved by Agency.
- 32. ORGANIZATIONAL AGREEMENTS: Borrower must submit to Agency certified copies of all of Borrower's organizational documents, including all amendments, modifications or terminations: if a corporation, Borrower's Articles of Incorporation and By-Laws; if a partnership, its Partnership Agreement and, as applicable, Certificate of Limited Partnership or Statement of Partnership; if a Limited Liability Company, its Articles of Organization and its Operating Agreement; and in all cases with all exhibits and amendments to such documents, fictitious business name statements, other related filings or recorded documents and such related documents as Agency may request. If it is a corporation, Borrower must submit a corporate borrowing resolution referencing this Loan. If Borrower is other than a corporation, Borrower must submit such proof of authority to enter this Loan as may be required under the organizational documents.
- 33. <u>PURCHASE OF PROPERTY</u>: Borrower shall provide Agency with copies of all documents relating to Borrower's purchase of the Property.





- 34. <u>FINANCIAL INFORMATION</u>: During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information and operating statements with respect to the Property and Improvements, as Agency may request.
- 35. <u>MANAGEMENT AGREEMENT</u>: Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval.
- AFFIRMATIVE FAIR MARKETING: Borrower agrees to follow the Agency's Affirmative Marketing Policies that require outreach to groups least likely to apply for the housing based on local demographic information, providing sufficient marketing time prior to Lease Up (as defined in the Affirmative Marketing Policies), and lotteries or other method for initial Lease Up and initial waiting list creation, as agreed upon by the Agency and Borrower prior to the start of Lease Up.
- 37. <u>RESIDENT SERVICES AGREEMENT</u>: Prior to execution, Borrower must submit to Agency any agreement providing for the resident services by a third party which agreement is subject to Agency Approval. The agreement must include on-site resident services according to the following minimum schedule of fifteen (15) hours per week:
 - 1. Coordinator: Four (4) hours per week (maximum)
 - 2. After School Programming: Eight (8) hours per week (two hours per day and four days per week minimum)
 - 3. Additional Programming: Balance of minimum three (3) hours per week shall include, but are not limited to:
 - a. Workforce development support and activities.
 - b. Education classes such as nutrition, exercise, health resources, health insurance application assistance, Annual onsite health fair and ESL classes.
 - c. Socialization activities such as bingo, gardening and community building events.
 - d. Other services such as transportation assistance, counseling assistance and employee readiness and job search assistance.
- 38. <u>LOW INCOME HOUSING TAX CREDITS (LIHTC)</u>: Borrower represents that as a condition of closing this Loan it is applying for an allocation of LIHTC's and agrees to perform all actions and to meet all requirements to maintain the LIHTC allocation if granted.
- 39. <u>SMOKE-FREE ENVIRONMENT</u>: 100% of the buildings and units must be smoke free (including all forms of smoking that create secondhand smoke that impacts the health of





- nonsmokers). In addition, all indoor common areas must be smoke-free. Clearly-marked designated smoking areas must be provided.
- 40. <u>DOCUMENTATION</u>: This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
- 41. <u>CONSISTENCY OF DOCUMENTS:</u> As a material obligation under this Commitment, Borrower shall assure that the loan documents for the Project are consistent with lender's commitment approved by the Agency and comply, in all respects, with this Commitment.
- 42. <u>CHANGES OR AMENDMENTS</u>: No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
- 43. <u>ACCEPTANCE OF THIS COMMITMENT</u>: Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this Commitment at any time prior to Borrower's acceptance.



| Sincerely, |
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| |
| La Shelle Dozier, Executive Director |
| The undersigned acknowledges and accepts the terms and conditions of the Commitment and Scope of Development and Rental Property Minimum Construction Standards (Exhibit 1), and has executed this Commitment as of the Effective Date. |
| BORROWER: Twin Rivers Phase 3, L.P., a California limited partnership By: McCormack Baron Salazar, Inc. or related entity |
| By: Daniel Falcon, Vice President |
| Attachment: Exhibit 1 - Scope of Development and Rental Property Minimum Construction Standards |





Exhibit 1: Scope of Development and Rental Property Minimum Construction Standards

Mirasol Village Block C

Project Summary:

Mirasol Village Block C is the third phase of a master plan, mixed-income housing development located at 320 Dos Rios Street. The proposed development will replace the existing public housing development in this area, and the final project development will include 427 apartment units, with 84 units in this phase. All off-site infrastructure and the adjacent right-of-way improvements will be constructed under a separate contract. The project will be designed to secure a Green Point Rated Certification. The development will be a vibrant new addition to the neighborhood and help encourage future improvements and development.

A.Site:

- 1. New construction of 7 new buildings: 2 two-story townhome buildings, 3 three-story garden-style apartments, and 2 three-story apartment buildings. All the buildings will be Type V wood construction.
- 2. All adjacent streets will be in place prior to completion of Block C and are under a separate contract.
- 3. There will be an accessible path of travel into each building, the parking area, and all common area amenity spaces.
- 4. The parking lot shall be constructed by a combination of pervious concrete paving at the parking spaces and asphalt paving at the drive aisles. The parking lot shall be striped completely, identifying all parking spaces, ADA spaces, pedestrian pathways, and other potential hazards. Bicycle parking will be available.
- 5. Site amenities will include a school-age appropriate playground and landscaped area with picnic tables and benches.
- 6. The site will have pervious pavement and on-site drainage retention to accommodate all site drainage requirements in addition to all of the adjacent ROW.
- 7. New vehicular driveways access to the surface parking lots will be constructed as part of the infrastructure contract.
- 8. New landscaping throughout the project, including both along the new and existing streets and internally within the block. The landscaping and street design will serve to create a walkable neighborhood that encourages physical activity. Drought tolerant trees will be included and a smart controller with a drop system will be used for irrigation.





- 9. The entire site will have a decorative wrought iron picket fence off-set well beyond the property line, towards the back of the buildings. The goal is to secure the site without the feel of being fenced in.
- 10. The fence will have several pedestrian and vehicular access points throughout the site with access control. Only residents will have access to parking within the site, all visitors will park on the street.
- 11. Each building will have controlled access as will each of the common area amenity spaces.
- 12. Web-based CCTV will be provided with cameras covering primary ingress/egress points to the site; principal parking areas; and indoor/outdoor common areas. Site lighting shall be provided at all parking and outside public spaces and shall be of LED or similarly energy efficient type.
- 13. A minimum of one trash enclosure will be provided at each Block C. Trash enclosures will be constructed out of concrete block and metal gates with a concrete apron in front. They will include separate recycling and trash receptacles within the same enclosure. The trash enclosure will be completely accessible.
- 14. Most of the outdoor amenity areas will have either a permanent shade structure or removable (fabric) shade structure. There will also be some shading elements on the residential buildings.
- 15. There will be mailboxes located on Block C for its respective residents.

B. Building Exteriors:

- 1. The exterior building materials will be a combination of stucco, fiber cement siding (both painted and wood-look) with accent areas of metal siding on the street facing facades.
- 2. The townhome and walk-up apartment buildings will have primary entrances facing the street to engage the neighborhood, and secondary entrances internally facing the parking courts.
- 3. The townhome buildings will have stoops at the street side of the building to engage and active the public way.
- 4. Provide Operating Procedures Outline Sheet (OPOS) as required by Cal-OSHA.

C. Parking:

1. Block C will include a surface parking lot at the interior of the parcel, with approximately 74 spaces. Each lot will have required accessible parking as well as the infrastructure for electrical vehicle charging and outdoor bicycle parking.





D. Tenant Units:

| BDRM Size | Type | Number of Units |
|------------------|-----------|-----------------|
| One | Elevator | 24 |
| One | Walkup | 12 |
| Two | Elevator | 18 |
| Two | Walkup | 6 |
| Three | Elevator | 6 |
| Three | Walkup | 8 |
| Three | Townhouse | 3 |
| Four | Walkup | 1 |
| Four | Townhouse | 5 |
| Five | Townhouse | 1 |
| TOTAL | | 84 |

- 1. **Appliances:** All units will be equipped with a washer/dryer. All kitchens shall have refrigerator/freezer, dishwashers, stove/oven, and micro-hoods in non-accessible units and microwave shelves built into lower cabinets in ADA units. All appliances will be Energy Star, where applicable. Each unit will have garbage disposals.
- 2. **Electrical**: All units will have smoke/carbon monoxide detectors installed per current code.
- 3. **Stoops:** The townhome units will all have front stoops at the street.
- 4. **Doors:** All exterior doors shall have deadbolt locks, keyed latch assemblies and viewers. The tenant units' entry doors shall have single action hardware to release deadbolt and latch assembly.
- 5. **Windows:** New dual-paned (at a minimum) window with screens will be installed throughout. Window coverings will be provided on all windows.
- 6. **Flooring:** All units will have Luxury Vinyl Plank (LVP) throughout the living area with a minimum wear layer of 12 mils. Bedrooms will have carpet. Bathrooms will be sheet vinyl to limit water intrusion issues. All common areas will be LVP.
- 7. **Cabinets, Counters:** All kitchen and bathroom cabinets will have plywood boxes with solid face frames, doors, and drawer faces. All kitchens and bathrooms will have solid surface countertops.
- 8. **Lighting:** Units will have new LED lighting throughout.
- 9. **Finishes:** All unit interiors will have level 4 drywall finish.
- 10. **Plumbing Fixtures:** Bathrooms shall have low-flow, water-efficient fixtures.





- 11. **Bathrooms:** Bathrooms shall be fully equipped with accessories including towel bars, toilet paper dispensers and mirrors. All countertops shall be solid surface. Tub surrounds will be of fiberglass.
- 12. **Hallways:** The hallways on the upper floors of the 4-story building and garden-style buildings will be Luxury Vinyl Tile (LVT).
- 13. **Accessible Units:** There will be total of 13 fully accessible units and 4 audio/visual accessible units.

Community Areas:

- 1. **On-site Management:** On-site Property Management will be located on Block A.
- 2. **Community/Management Spaces:** Community, Resident Services and Property Management Spaces will be located on Block A.
- 3. **Resident Services:** Resident Services will be located on Block A.
- 4. **Elevators and Stairs:** The three-story building facing Dos Rios will have an elevator. Each of the three-story walk-up buildings will have an internal stair serving all three floors. Stairways will include closed risers and non-slip concrete finish or other slip-resistant material on the treads.

Attachment 1: Rental Property Minimum Construction Standards are on the following page.





Attachment 1: Lender's Minimum Construction Standards

This attachment is from Exhibit 2 from the Lender's Multifamily Lending and Mortgage Revenue Bond Policies.

RENTAL PROPERTY MINIMUM CONSTRUCTION STANDARDS

The following is a list of the required minimum construction standards that must be incorporated into projects participating in SHRA's Multifamily Financing and/or Mortgage Revenue Bond programs. All rental units and sites associated with these projects must meet or exceed these standards. Exceptions to these standards may be made for properties subject to U.S. Department of Housing and Urban Development replacement reserve requirements that allow for renovation over time rather than at recapitalization (e.g., Rental Assistance Demonstration conversions for conventional public housing).

Note: For rehabilitation projects, all of the following standards shall apply. The non-rehabilitation sections below shall apply to new construction projects.

Useful Life Expectancy – Rehabilitation only

SHRA shall reference the current edition of FannieMae's "Instructions for Performing a Multifamily Property Condition Assessment, Appendix F. Estimated Useful Life Tables" in determining the useful life for all building components and systems located within the project. A remaining useful life of 15 years or more is required for all building components and systems located within the approved complex. All items on the FannieMae tables with useful lives indicated to be less than 15 years shall be replaced.

General Requirements

- A. All materials funded under this loan must be new unless previously approved. Recycled items must be approved in writing by SHRA prior to their use.
- B. All work shall comply with Federal and State ADA accessibility requirements, as well as any other requirements stipulated by the funding source(s). When there are differences the stricter of the two shall apply. The developer is responsible for notifying their architect and/or engineer of all funding sources used on the project. The architect and/or engineer must indicate these funding requirements in the project's plans/scope.
- C. All units shall be approved for occupancy by the local Building Department or any other Agency Having Jurisdiction (AHJ) at the conclusion of the work and prior to occupancy.
- D. Web-based security cameras and the equipment to record events are required for primary ingress/egress points to and from the site and for the principal parking and indoor and outdoor common areas where people will be congregating.
- E. Site lighting is required for all parking and outside public spaces, and shall be of LED or similarly energy efficient type. The lenses on the exterior lights shall be cleaned with all oxidation removed or replaced. Light poles shall be new or painted, and shall be structurally sound and stable.
- F. The developer's architect is responsible for providing an Operating Procedure Outline Sheet (OPOS) for window washing systems where applicable, per Cal-OSHA requirements.
- G. SHRA encourages the use of energy and water-efficient systems wherever they may be incorporated into the project.





General Requirements – Rehabilitation only

- A. Any component of the project which does or may present a health or safety hazard to the public or tenants shall be corrected to the satisfaction of the local Building Department or AHJ.
- B. A clear pest inspection report will be required at the conclusion of the construction work for rehabilitation projects.
- C. For all structures where disturbance of any hazardous materials (e.g. lead, asbestos, mold, etc.) will occur, a clearance report from an environmental consultant is required.
- D. Projects deemed historically significant landmark by either the City of Sacramento or the National Register of Historic Places shall consult with the State Historic Preservation Officer (SHPO), and shall conform to the Secretary of the Interior Standards for the Treatment of Historic Properties.

Site Work

- A. Trees and large shrubs must be trimmed, grass areas must be mowed, and all planter areas must be weed-free. The landscape design shall incorporate a sustainable design appropriate for the Sacramento Valley. Vegetation that assists in minimizing crime and enhances public safety is preferred. Trees compromising building envelope materials (roofing, siding, windows, etc.) and/or structural integrity (including foundations) must be removed. An arborist shall be consulted for an opinion on trees prior to major branch trimming, root cutting or tree removal. All trees, bushes and other plants that are to be removed shall have the root ball removed by grinding or by mechanical means. A landscape plan describing the above must be provided to SHRA for approval.
- B. All landscaped areas must be served by a programmable automated irrigation system. The irrigation controller shall be a "Smart Controller" that senses rain to reduce water use. Irrigation shall be designed to use bubblers and other water saving measures. Irrigation must not spray on building. Sprinklers should minimize overspray that runs to storm drain drop inlets. Areas that show evidence of erosion of soil shall be landscaped to eliminate problems. The landscape plan must be approved by SHRA and applied.
- C. For gated communities containing swinging vehicle gates, driveways shall be striped to show the area under the gate swings for safety purposes.
- D. All projects shall contain trash enclosures with concrete aprons. Trash enclosures shall be made of cinder block or stucco. Trash enclosures shall be accessible to all tenants. Provisions for tenants with disabilities must be addressed in the project Scope of Development or the project plans.
- E. All projects shall meet the parking requirements of the local Agency Having Jurisdiction (AHJ) over the project. "Grandfathered Projects" will need to show that they are in fact "Grandfathered" or otherwise exempted by the local AHJ. Otherwise, all projects shall meet the governing ADA requirements for parking.
- F. A two percent (2%) slope shall be maintained for a distance of five feet from all structures and no standing water shall remain on the site. Provide an on- site drainage system if necessary.
- G. Stairways in common areas must include closed risers and non-slip concrete finish or other slip-resistant material on the treads.
- H. Exterior mounted electrical, mechanical, and plumbing systems must be protected from vandalism.
- I. For family projects of 50 or more units, a minimum of one school age-appropriate play structure is required. For family projects of 100 or more units, a minimum of one school age and one toddler-appropriate play structure is required.





Site Work - Rehabilitation only

- A. All landscaping and irrigation systems must be in a well-maintained condition.
- B. All fencing must be in good and serviceable condition. Existing fencing that is to remain shall be free of flaking paint, rust, or any other signs of failure. If existing fencing shows any signs of failure, it shall be repaired, painted and restored to look new. All chain link fencing must be removed and replaced with fencing of another approved material. All pedestrian gates hardware must be functional and in new or near-new condition. Access Control systems are required at exterior pedestrian gates.
- C. All driveways and sidewalks must be in good condition. All cracked or uplifted areas (more than 1/4") shall be repaired or replaced.
- D. The asphalt shall be in good condition, with no alligator cracking, longitudinal cracking, potholes, or standing water. Repairs to portions of parking lots not suitable for new coatings shall be performed by removing and replacing damaged paving. A new seal-coat or slurry-coat shall then be applied to the entire parking lot surface. Parking spaces shall be restriped, including ADA aisles and other applicable striping/painting.
- E. All site accessories (bollards, benches, tables, play equipment, bike racks, mailboxes, shade structures, BBQs, sheds, etc.) shall be replaced or in good repair (cleaned, painted and/or re-coated).

Building Envelope and Moisture Protection – Rehabilitation only

- A. All areas exposed to moisture must be sealed and watertight. Buildings showing evidence of water intrusion shall have the areas inspected by a licensed architect/engineer or by a certified water intrusion expert. A water intrusion report shall be submitted to SHRA, and shall include the cause of the issue and a resolution to eradicate the water intrusion. If the inspection cannot be completed until the demolition phase of the project, the report shall describe a procedure to inspect the issue during demolition.
- B. Roofing must have 15 years or more of remaining life with no visible signs of leakage. For roofs containing composition shingles, a maximum of two layers of shingles are allowed (including any proposed new layers). Provide evidence that the roof system has a 15-year life remaining on the manufacturer's warranty.
- C. All siding must have 15 years or more of remaining life. Hairline cracks in stucco must be sealed and painted with elastomeric paint. If requested by SHRA, a statement by a licensed architect and/or engineer that the existing siding contains at least 15 years of useful life remaining shall be provided.
- D. Fireplaces must be clean and meet applicable air quality standards. Chimneys shall be clean and must be inspected by a certified chimney inspector for structural integrity. All recommended structural repairs shall be performed.

Doors and Windows

- A. All dwelling/tenant units must have screens on all windows that are designed to open. Windows designed to open must have functional locks and must operate freely without excessive effort. All windows must be dualpaned (minimum), and shall meet or exceed the State of California's currently applicable efficiency standards, and any other efficiency standards that may be dictated by the funding source or other governing bodies for the project.
- B. All doors must have matching hardware finishes.
- C. All exterior doors must have deadbolt locks, keyed latch assemblies, viewers, and screws in strike plates long enough to penetrate the door jamb framing by at least one inch. The dwelling entry door hardware shall have single action hardware to release deadbolt and latch assembly.





- D. All sliding exterior doors shall have screen doors and shall have functional locks and must operate freely without excessive effort.
- E. All doors and windows must meet current egress standards.

Doors and Windows – Rehabilitation only

- A. Any windows showing signs of condensation or leakage of any kind shall be replaced. SHRA allows window replacement using retrofit windows when those windows are installed by trained professionals following manufacturer's specifications. Retrofit windows must have a similar useful life as "new, construction" (i.e., nail fin) windows.
- B. All doors and doorjambs must be in good condition. No damaged or worn doorjambs or doors are allowed. Doors and/or jambs beyond their useful life shall be replaced.

Casework

- A. New cabinet boxes shall be made of plywood or solid wood. No particle board boxes will be allowed.
- B. All counter tops shall be of solid surface or granite, and in very good condition with no significant scratches, burns or other imperfections.
- C. Face frames, doors and drawer faces shall be solid hardwood. No plastic laminate finishes will be allowed.

Casework - Rehabilitation only

A. All cabinets shall be replaced or in very good condition, within their 15 year useful life, both structurally and in appearance.

Finishes

- A. All dwelling unit kitchens shall contain luxury vinyl plank (LVP) flooring. Bathrooms must be floored with LVP, sheet vinyl or ceramic tile to provide a cleanable, impervious surface. Bedrooms, hallways, and living and dining rooms may be floored with carpeting, LVP or hardwood. Wear layer of LVP shall be at least 12 mils inside dwelling units. Tenant unit entries shall be floored with LVP or ceramic tile.
- B. In common areas, corridors may be floored with LVP, glue-down carpeting, or carpet tiles. Community rooms and kitchens shall be floored with LVP. Wear layer of LVP in common/commercial areas shall be a minimum of 20 mils thick.
- C. Carpet shall meet or exceed the minimum standards as set by HUD's UM-44D bulletin.

Finishes - Rehabilitation only

- A. Floor coverings must be in good, useable condition no holes, tears, rips, or stains.
- B. All exterior and interior surfaces must be painted. No peeling, cracking, chipping, or otherwise failing paint will be allowed. All painted surfaces must be new, or in near new condition and appearance.
- C. Acoustic (popcorn) ceiling texture must be removed and refinished with new texture to match wall texture.





Equipment

- A. Dishwashers, refrigerator/freezer, oven, stoves and garbage disposals are required in all dwelling unit kitchens. All appliances must be new or in very good operating condition. All appliances must be Energy Star rated, as applicable. Appliances slated for ADA units shall be per code requirements.
- B. SRO projects are encouraged to provide the appliances listed above and will be reviewed and approved on a case-by-case basis.
- C. All kitchens must have adequate cabinet and counter space. Installation of shelving for microwaves is required if over-the-range microwaves are not used, with the exception of ADA units.

Furnishings

A. Dwelling units must have window coverings on all windows.

Special Construction

- A. Non-habitable structures on property must be painted to match primary buildings and must be structurally sound.
- B. Laundry facilities must, at a minimum, be consistent with CTCAC requirements of one washer and dryer for every ten dwelling units for family housing and one for every 15 units for senior and special needs projects. Ten percent of the total number of washer/dryers must be ADA-accessible machines (unless the ADA units contain their own laundry facilities). Solid surface countertops will be required within laundry rooms and countertops shall meet all ADA requirements.
- C. Public pool areas shall have self-closing gate(s). Fences and gates at pool areas shall meet applicable current codes and standards. Joints between coping and concrete deck shall be appropriately caulked. Existing pools shall have no cracks in plaster or tile grout joints. The Developer is responsible for ensuring pool and surroundings meet all applicable current codes and standards. If a project contains two or more pools, at least one must remain following rehabilitation.

Mechanical/Plumbing

- A. Water heaters must be installed per current applicable codes.
- B. All common areas and tenant units must have heating and air conditioning. Wall mount (i.e. PTAC units) or central systems are acceptable. Evaporative coolers are not acceptable. HVAC units should be protected from vandalism, pursuant to discretion of SHRA.
- C. Toilets, showerheads, faucets, and mixing valves shall be new and meet current water conservation codes.
- D. Tub surrounds must be one unbroken piece per wall and must be of solid surfaces (such as "Swanstone" or other solid acrylic materials, quartz composites), or other similar materials. Fiberglass/acrylic surrounds are acceptable.

Mechanical/Plumbing - Rehabilitation only

A. All toilets, sinks, and tubs shall be chip and stain free.





Electrical

- A. All units must have smoke/carbon monoxide detectors installed per current code.
- B. Wiring from telephone/data/cable suppliers shall be installed within walls, attic spaces, and/or crawl spaces. No conduits are allowed to be mounted on the exterior of the buildings in new construction.
- C. Broadband infrastructure meeting the requirements of 24 CFR 5.100* is required in all new construction projects of 4 or more units.

*Broadband infrastructure means cables, fiber optics, wiring, or other permanent (integral to the structure) infrastructure, including wireless infrastructure, that is capable of providing access to Internet connections in individual housing units, and that meets the definition of "advanced telecommunications capability" determined by the Federal Communications Commission under section 706 of the Telecommunications Act of 1996 (47 U.S.C. 1302).

Electrical – Rehabilitation only

- A. All electrical panels shall meet current code.
- B. Any rehabilitation projects with un-grounded electrical systems shall be re-wired with grounded systems to meet current code.
- C. For rehabilitation projects, switches, outlets and light fixtures shall be replaced with devices that meet current applicable codes.
- D. Wiring mounted on the exterior of the surface may be allowed if it is concealed in conduit and conduit is painted to match exterior siding. For projects where exterior siding will be removed, this wiring shall be installed within walls, attic spaces, and/or crawl spaces.

Resident Services Community Space

All properties, regardless of project type (i.e. senior, family, or large family), must devote a minimum of 1,200 s.f. to actual resident services/community space. Resident services space includes common kitchens, computer rooms, meeting rooms and general gathering space. It does <u>not</u> include public restrooms, leasing offices, laundry facilities and lobbies. Common kitchens are required, including refrigerator, stove, garbage disposal, and dishwasher.

For existing buildings, these requirements shall apply unless SHRA deems there to be significant physical constraints.

End of Scope of Development.

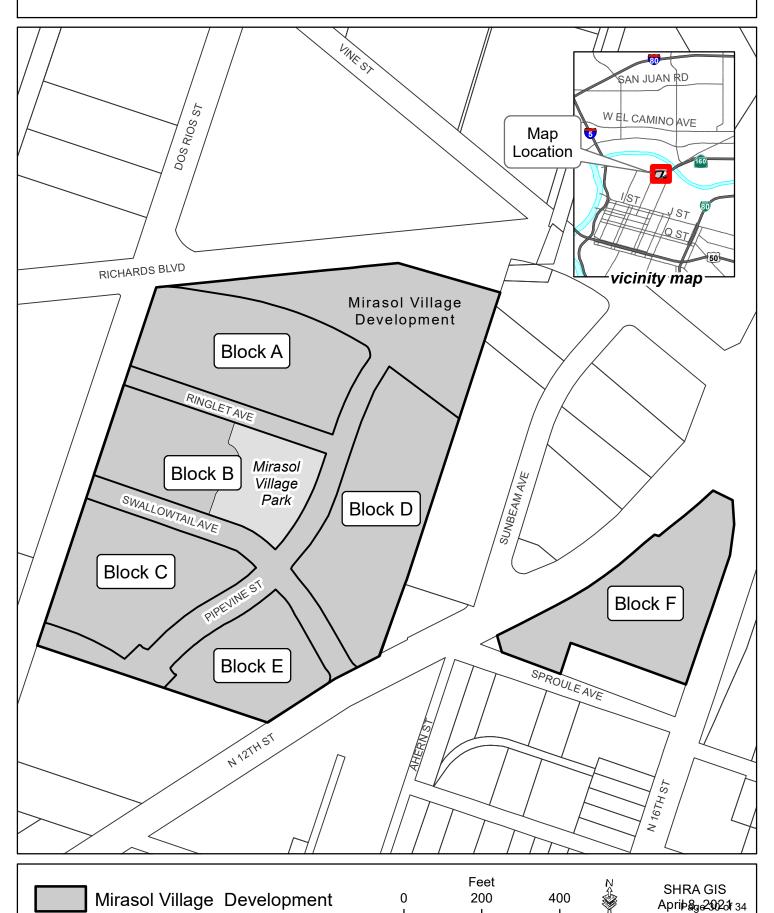




CHANGING LIVES

Mirasol Village (Twin Rivers)

Attachment 4



Mirasol Village Block C - Project Rendering







Mirasol Village Block C (Twin Rivers Phase 3) Residential Project Summary

| Address | 1200 Richards Blvd., Sacramento, CA 95811 | | | | | | | | | | |
|--------------------------------------|---|---------------------|-----------------------|-----------------|-----------------|---------------|---------|--|--|--|--|
| Number of Units | 84 | | | | | | | | | | |
| Construction Type | | | New Constru | ction | | | | | | | |
| | | | | | | Exempt Mgt | | | | | |
| Unit Mix and Rents ¹ | ELI 20% AMI PBV | FIL30% AMI PRV | VI I 50% AMI PRV | 1160% AMI | Market Rate | Unit | Total | | | | |
| | | | | | | | | | | | |
| 1 Bedroom / 1 Bath | 6 | 7 | 2 | 7 | 14 | 0 | 36 | | | | |
| 2 Bedroom / 1 Bath | 10 | 0 | 4 | 5 | 4 | 1 | 24 | | | | |
| 3 Bedroom / 2 Bath | 10 | 0 | 4 | 0 | 0 | 0 | 14 | | | | |
| 3 Townhouse / 2.5 Bath | 3 | 0 | 0 | 0 | 0 | 0 | 3 | | | | |
| 4 Bedroom / 2 Bath | 0 | 0 | 1 | 0 | 0 | 0 | 1 | | | | |
| 4 Townhouse / 2.5 Bath | 5 | 0 | 0 | 0 | 0 | 0 | 5 | | | | |
| 5 Townhouse / 2.5 Bath | 1 | 0 | 0 | 0 | 0 | 0 | 1 | | | | |
| TOTAL | 35 | 7 | 11 | 12 | 18 | 1 | 84 | | | | |
| Square Footage | | | <u>Per Unit</u> | | <u>Total</u> | | | | | | |
| 1 Bedroom / 1 Bath | | | 619 | | 22,284 | sq.ft. | | | | | |
| 2 Bedroom / 1 Bath | | | 838 | | 20,112 | sq.ft. | | | | | |
| 3 Bedroom / 2 Bath | | | 1,169 | | 16,366 | sq.ft. | | | | | |
| 3 Townhouse / 2.5 Bath | | | 1,327 | | 3,981 | sq.ft. | | | | | |
| 4 Bedroom / 2 Bath | | | 1,385 | | 1,385 | sq.ft. | | | | | |
| 4 Townhouse / 2.5 Bath | | | 1,440 | | 7,200 | sq.ft. | | | | | |
| 5 Townhouse / 2.5 Bath | | | 1,989 | | 1,989 | sq.ft. | _ | | | | |
| TOTAL | | | | | 73,317 | sq.ft. | | | | | |
| Resident Facilities | | | munity space, fitness | | | | | | | | |
| | courtyards, school | l-aged play ground, | community park, on | -site surface v | ehicular parkii | ng and secure | bicycle | | | | |
| Permanent Sources | | | | | | | | | | | |
| | <u>Total</u> | | <u>Per Unit</u> | | Per Sq Ft | | | | | | |
| Federal Tax Credit Equity | \$ 14,730,347 | | \$ 175,361 | | \$ 200.91 | | | | | | |
| Permanent Loan | \$ 8,754,459 | | \$ 104,220 | | \$ 119.41 | | | | | | |
| HACOS Ground Lease Loan | \$ 378,000 | | \$ 4,500 | | \$ 5.16 | | | | | | |
| HACOS CNI Loan | ' | | \$ 36,167 | | \$ 41.44 | | | | | | |
| HACS HAF Loan | \$ 5,000,000 | | \$ 59,524 | | \$ 68.20 | | | | | | |
| HCD MHP | \$ 14,484,068 | | \$ 172,429 | | \$ 197.55 | | | | | | |
| Fee Waiver | | | \$ 2,381 | | \$ 2.73 | | | | | | |
| TOTAL SOURCES | • | | \$ 554,582 | | \$ 635.39 | | | | | | |
| Permanent Uses | | | • | | | | | | | | |
| Acquisition | \$ 445,000 | | \$ 5,298 | | \$ 6.07 | | | | | | |
| Construction | \$ 31,158,005 | | \$ 370,929 | | \$ 424.98 | | | | | | |
| Permits and Fees | \$ 1,402,110 | | \$ 16,692 | | \$ 19.12 | | | | | | |
| Architecture and Engineering | \$ 1,682,530 | | \$ 20,030 | | \$ 22.95 | | | | | | |
| Hard Cost Contingency | \$ 2,375,950 | | \$ 28,285 | | \$ 32.41 | | | | | | |
| Soft Cost Contingency | \$ 449,750 | | \$ 5,354 | | \$ 6.13 | | | | | | |
| First Mortgage Interest | \$ 1,754,355 | | \$ 20,885 | | \$ 23.93 | | | | | | |
| Financing Costs | | | \$ 12,254 | | \$ 14.04 | | | | | | |
| Operating Reserves | | | \$ 4,151 | | \$ 4.76 | | | | | | |
| Rent Reserves | | | \$ 6,912 | | \$ 7.92 | | | | | | |
| Legal Fees | | | \$ 7,643 | | \$ 8.76 | | | | | | |
| Developer Fee | \$ 2,200,000 | | \$ 26,190 | | \$ 30.01 | | | | | | |
| Insurance, Third Party, Marketing, | \$ 2,516,543 | | \$ 29,959 | | \$ 34.32 | | | | | | |
| TOTAL USES | . , , | | \$ 554,582 | | \$ 635.39 | | | | | | |
| <u>Leverage</u> | SHRA \$ per Unit | | Per Unit Cost | | | erage | | | | | |
| | \$ 100,190 | | \$ 554,582 | | \$1.00: | \$5.54 | | | | | |
| Management / Operations | | | | · | | | | | | | |
| Proposed Developer: | | | McCormack Baro | n Salazar | | | | | | | |
| Property Management Company: | | | The John Stewart | | | | | | | | |
| Operations Budget: | | | | | | | | | | | |
| Property Management: | * | | \$ 998 | | | | | | | | |
| Resident Services: | | | \$ 1,091 | | | | | | | | |
| Taxes: | * - , | | \$ 862 | | | | | | | | |
| Security: | | | \$ 643 | | | | | | | | |
| Replacement Reserves | · · | | \$ 500 | | | | | | | | |
| ¹Pursuant to 24CFR 983.301, contract | | D may exceed the tr | | and the AMI ch | nange is due t | o income aver | aging | | | | |

¹Pursuant to 24CFR 983.301, contract rents approved by HUD may exceed the tax-credit rent limits; and the AMI change is due to income averaging regulation by CDLAC. The tenant rent will not exceed 30% of the household adjusted gross income with PBV.

| | asol |
|------------|-------------------------|
| ດ | Village I |
| Cash Flow | Block |
| v Proforma | C (Twin |
| ma | Rivers |
| | C (Twin Rivers Phase 3) |
| | ۳ |

| Mirasol Village Block C (Twin Rivers Phase 3) | Area Median | | Square | Total | Gross | | Jtility | Net | | t Rent per | tal Monthly | | Current |
|---|----------------|--------|--------|-----------|-------------------|------|---------|-------------|----|------------|--------------|----|------------|
| Unit Type | Income % (AMI) | Number | Feet | Sq Feet | Rent ¹ | Allo | owance | Rent | : | Sq Foot | Net Rent | Α | nnual Rent |
| 1 BD/1 BA (PBV) | 20% | 6 | 619 | 3,714 \$ | 324 | \$ | 69 | \$ 255 | \$ | 0.41 | \$ 1,530 | \$ | 18,360 |
| 1 BD/1 BA (PBV) | 30% | 7 | 619 | 4,333 \$ | 486 | \$ | 69 | \$ 417 | \$ | 0.67 | \$ 2,919 | \$ | 35,028 |
| 1 BD/1 BA (PBV) | 50% | 2 | 619 | 1,238 \$ | 810 | \$ | 69 | \$ 741 | \$ | 1.20 | \$ 1,482 | \$ | 17,784 |
| 1 BD/1 BA | 60% | 7 | 619 | 4,333 \$ | 972 | \$ | 69 | \$ 903 | \$ | 1.46 | \$ 6,321 | \$ | 75,852 |
| 1 BD/1 BA | Market Rate | 14 | 619 | 8,666 \$ | 1,500 | \$ | - | \$ 1,500 | \$ | 2.42 | \$ 21,000 | \$ | 252,000 |
| 2 BD/1 BA (PBV) | 20% | 10 | 838 | 8,380 \$ | 388 | \$ | 86 | \$ 302 | \$ | 0.36 | \$ 3,020 | \$ | 36,240 |
| 2 BD/1 BA (PBV) | 50% | 4 | 838 | 3,352 \$ | 971 | \$ | 86 | \$ 885 | \$ | 1.06 | \$ 3,540 | \$ | 42,480 |
| 2 BD/1 BA | 60% | 5 | 838 | 4,190 \$ | 1,165 | \$ | 86 | \$ 1,079 | \$ | 1.29 | \$ 5,395 | \$ | 64,740 |
| 2 BD/1 BA | Market Rate | 4 | 838 | 3,352 \$ | 1,650 | \$ | - | \$ 1,650 | \$ | 1.97 | \$ 6,600 | \$ | 79,200 |
| 3 BD/2 BA (PBV) | 20% | 10 | 1,327 | 13,270 \$ | 449 | \$ | 105 | \$ 344 | \$ | 0.26 | \$ 3,440 | \$ | 41,280 |
| 3 BD/2 BA (PBV) | 50% | 4 | 1,327 | 5,308 \$ | 1,122 | \$ | 105 | \$ 1,017 | \$ | 0.77 | \$ 4,068 | \$ | 48,816 |
| 3 BD/2.5 BA (PBV) | 20% | 3 | 1,327 | 3,981 \$ | 449 | \$ | 128 | \$ 321 | \$ | 0.24 | \$ 963 | \$ | 11,556 |
| 4 BD/2 BA (PBV) | 50% | 1 | 1,385 | 1,385 \$ | 1,252 | \$ | 123 | \$ 1,129 | \$ | 0.82 | \$ 1,129 | \$ | 13,548 |
| 4 BD/2.5 BA (PBV) | 20% | 5 | 1,440 | 7,200 \$ | 501 | \$ | 152 | \$ 349 | \$ | 0.24 | \$ 1,745 | \$ | 20,940 |
| 5 BD/2.5 BA (PBV) | 20% | 1 | 1,989 | 1,989 \$ | 552 | \$ | 175 | \$ 377 | \$ | 0.19 | \$ 377 | \$ | 4,524 |
| 2 BD/1 BA Manager Unit | Exempt | 1 | 838 | 838 \$ | - | \$ | - | \$ - | \$ | - | \$ - | \$ | - |
| Totals | • | 84 | | | | | | | | | \$ 63,529 | \$ | 762,348 |

*Pursuant to 24CFR 983.301, contract rents approved by HUD may exceed the tax-credit rent limits; and the AMI change is due to income averaging regulation by CDLAC. The tenant rent will not exceed 30% of the household adjusted gross income with PBV.

| Income Gross Potential Rent Other Income Rental Subsidy Less Vacancy Effective Gross Income | | Annual Increase 2.50% 2.50% 2.50% 5.00% | Per Unit | 2023 Year 1 800,942 6,556 871,203 (40,375) \$1,638,326 | 2024 Year 2 820,965 6,720 892,984 (41,384) \$1,679,285 | 2025 Year 3 841,490 6,888 915,308 (42,419) \$1,721,267 | 2026 Year 4 862,527 7,060 938,191 (43,479) \$1,764,298 | 2027 Year 5 884,090 7,236 961,646 (44,566) \$1,808,406 | 2032 Year 10 1,000,267 8,187 1,088,014 (50,423) \$2,046,045 | 2037 Year 15 1,131,710 9,263 1,230,988 (57,049) \$2,314,912 | 2042 Year 20 1,280,426 10,481 1,392,750 (64,545) \$2,619,111 | 2047 Year 25 1,448,684 11,858 1,575,768 (73,027) \$2,963,283 | 2052 Year 30 1,639,053 13,416 1,782,837 (82,623) \$3,352,683 |
|--|---|--|--|--|--|--|--|---|---|---|---|--|---|
| Operating Expenses Operating Expenses Property Management Resident Services Taxes Security Replacement Reserves Total Expenses Net Operating Income | | 3.50% 3.50% 3.50% 2.00% 3.50% 0.00% | 7,417 998 1,091 862 643 500 | 623,014 83,800 91,649 72,424 53,990 42,000 \$966,876 | 644,819 86,733 94,856 73,873 55,879 42,000 \$998,161 | 667,388 89,768 98,176 75,350 57,835 42,000 \$1,030,518 | 690,746 92,910 101,613 76,857 59,859 42,000 \$1,063,986 \$700,312 | 714,923 96,162 105,169 78,394 61,954 42,000 \$1,098,603 | 849,104 114,211 124,908 86,554 73,582 42,000 \$1,290,358 | 1,008,469 135,646 148,351 95,562 87,393 42,000 \$1,517,422 \$797,491 | 1,197,745 161,105 176,195 105,509 103,795 42,000 \$1,786,349 \$832,762 | 1,422,545 191,342 209,264 116,490 123,276 42,000 \$2,104,918 | 1,689,537 227,255 248,540 128,614 146,414 42,000 \$2,482,360 \$870,323 |
| Debt Service Senior Loan HCD Monitoring Fee SHRA Monitoring Fee Debt Service Subtotal Cash Available after Debt Service | amount \$8,754,459 \$14,484,068 \$35,000,000 | rate 4.00% 0.420% 0.125% | amort 40 | 438,750 60,833 25,000 \$524,583 \$146,867 | 438,750 60,833 25,000 \$524,583 \$156,541 | 438,750 60,833 25,000 \$524,583 \$166,165 | 438,750 60,833 25,000 \$524,583 \$175,729 | 438,750 60,833 25,000 \$524,583 \$185,220 | 438,750 60,833 25,000 \$524,583 \$231,104 | 438,750 60,833 25,000 \$524,583 \$272,907 | 438,750 60,833 25,000 \$524,583 \$308,179 | 438,750 60,833 25,000 \$524,583 \$333,782 | 438,750 60,833 25,000 \$524,583 \$345,740 |
| Priority Distributions Limited Partner Management Fee Managing General Partner Management Fee Administrative General Partner Fee Priority Distributions Subtotal Net Cash after Priority Distributions | \$7,500 \$7,500 \$20,000 | 3.00% 3.00% 3.00% | _ | 7,500 7,500 20,000 35,000 \$111,867 | 7,725 7,725 20,600 36,050 \$120,491 | 7,957 7,957 21,218 37,132 \$129,034 | 8,195 8,195 21,855 38,245 \$137,484 | 8,441 8,441 22,510 39,393 \$145,827 | 9,786 9,786 26,095 45,667 \$185,437 | 11,344 11,344 30,252 52,941 \$219,967 | 13,151 13,151 35,070 61,373 \$246,806 | 0 0 0 0 \$333,782 | 0 0 0 0 \$345,740 |
| Investor Cash Flow Residential NOI after Debt Service & Priority Distributions HCD MHP Loan | | | | \$55,933 | \$60,245 | \$64,517 | \$68,742 | \$72,914 | \$92,718 | \$109,983 | \$123,403 | \$166,891 | \$172,870 |
| Principal Balance Interest for Period Payment Balance | \$14,484,068 | 3.00% | _ | 14,484,068 434,522 22,111 \$14,896,479 | 14,484,068 579,363 27,210 \$15,448,632 | 14,484,068 579,363 32,283 \$15,995,712 | 14,484,068 579,363 37,324 \$16,537,751 | 14,484,068 579,363 42,326 \$17,074,788 | 14,484,068 579,363 66,510 \$19,686,779 | 14,484,068 579,363 88,544 \$22,183,846 | 14,484,068 579,363 107,135 \$24,580,490 | 14,484,068 579,363 120,630 \$26,898,724 | 14,484,068 579,363 126,932 \$29,170,121 |
| City Housing Authority HASAF Loan Principal Balance Interest for Period Payment Balance | \$5,000,000 | 3.00% | _ | 5,000,000 150,000 7,633 \$5,142,367 | 5,000,000 150,000 9,393 \$5,282,974 | 5,000,000 150,000 11,144 \$5,421,830 | 5,000,000 150,000 12,884 \$5,558,946 | 5,000,000 150,000 14,611 \$5,694,334 | 5,000,000 150,000 22,960 \$6,346,012 | 5,000,000 150,000 30,566 \$6,958,016 | 5,000,000 150,000 36,984 \$7,535,354 | 5,000,000 150,000 41,642 \$8,085,625 | 5,000,000 150,000 43,818 \$8,619,727 |
| County Housing Authority CNI Loan Principal Balance Interest for Period Payment Balance | \$3,038,000 | 4.00% | _ | 3,038,000 121,520 4,638 \$3,154,882 | 3,038,000 121,520 5,707 \$3,270,695 | 3,038,000 121,520 6,771 \$3,385,444 | 3,038,000 121,520 7,829 \$3,499,135 | 3,038,000 121,520 8,878 \$3,611,778 | 3,038,000 121,520 13,950 \$4,159,637 | 3,038,000 121,520 18,572 \$4,683,391 | 3,038,000 121,520 22,471 \$5,186,081 | 3,038,000 121,520 25,302 \$5,672,326 | 3,038,000 121,520 26,624 \$6,148,746 |
| County Housing Authority Ground Lease Loan Principal Balance Payment Balance | \$378,000 | 0.00% | _ | 378,000 577 \$377,423 | 377,423 710 \$376,713 | 376,713 843 \$375,870 | 375,870 974 \$374,896 | 374,896 1,105 \$373,792 | 368,094 1,736 \$366,358 | 358,237 2,311 \$355,926 | 345,669 2,796 \$342,873 | 330,921 3,148 \$327,773 | 314,764 3,313 \$311,451 |

Mirasol Village Block C (Twin Rivers Phase 3) MAXIMUM INCOME AND RENT LIMITS 2021

Rents at 20%, 30%, 50% and 60% of Area Median Income (AMI)
Low Income Housing Tax Credits, Mortgage Revenue Bonds, Multifamily
Housing Program, Choice Neighborhoods Initiative, Housing Authority Successor
Agency Funds

Maximum Gross Income Limits

| Family Size | 20 | % AMI | 3 | 30% AMI | 5 | 50% AMI | 6 | 60% AMI |
|-------------|----|--------|----|---------|----|---------|----|---------|
| 1 person | \$ | 12,100 | \$ | 18,150 | \$ | 30,250 | \$ | 36,300 |
| 2 person | \$ | 13,820 | \$ | 20,730 | \$ | 34,550 | \$ | 41,460 |
| 3 person | \$ | 15,540 | \$ | 23,310 | \$ | 38,850 | \$ | 46,620 |
| 4 person | \$ | 17,260 | \$ | 25,890 | \$ | 43,150 | \$ | 51,780 |
| 5 person | \$ | 18,660 | \$ | 27,990 | \$ | 46,650 | \$ | 55,980 |
| 6 person | \$ | 20,040 | \$ | 30,060 | \$ | 50,100 | \$ | 60,120 |
| 7 person | \$ | 21,420 | \$ | 32,130 | \$ | 53,550 | \$ | 64,260 |
| 8 person | \$ | 22,800 | \$ | 34,200 | \$ | 57,000 | \$ | 68,400 |
| 9 person | \$ | 24,600 | \$ | 48,540 | \$ | 60,450 | \$ | 72,492 |
| 10 person | \$ | 26,500 | \$ | 52,960 | \$ | 63,900 | \$ | 76,634 |
| 11 person | \$ | 28,600 | \$ | 57,380 | \$ | 67,350 | \$ | 80,777 |

Maximum Gross Rent Limits¹

| | Init Size | 209 | <u>% AMI</u> | 3 | 30% AMI | 50% AMI | 60% AMI | | |
|-----|-----------|-----|--------------|----|---------|-------------|---------|-------|--|
| 11 | Bedroom | \$ | 324 | \$ | 486 | \$ 810 | \$ | 972 | |
| 2 | Bedroom | \$ | 388 | \$ | 582 | \$ 971 | \$ | 1,165 | |
| 3 I | Bedroom | \$ | 449 | \$ | 673 | \$ 1,122 | \$ | 1,347 | |
| 4 | Bedroom | \$ | 501 | \$ | 751 | \$ 1,252 | \$ | 1,503 | |
| 5 I | Bedroom | \$ | 552 | \$ | 829 | \$ 1,381 | \$ | 1,658 | |

¹Pursuant to 24CFR 983.301, contract rents approved by HUD may exceed the tax-credit rent limits; and the AMI change is due to income averaging regulation by CDLAC. The tenant rent will not exceed 30% of the household adjusted gross income with PBV.