

RESOLUTION NO. 2021-0309

Adopted by the Sacramento City Council

October 12, 2021

Vista Nueva Project: Approval of Conditional Loan and Grant Commitment Comprised of Home Investment Partnerships Program (HOME) American Rescue Plan (ARP), Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Program Funds (Commitment); Authorization to Execute the Commitment, Funding Agreement and Related Documents with JHC-Vista Nueva LLC (Jamboree Housing Corporation), or Related Entity (Developer) for the Project; Amend the Sacramento Housing and Redevelopment Agency Budget; and Environmental Findings

BACKGROUND

- A. On May 18, 2021, Sacramento City Council (Council) adopted Resolution 2021-0115 approving the 2021 One-Year Action Plan Substantial Amendment #1, allocating CDBG and ESG program funds towards projects seeking Homekey Program funds, permanent supportive housing developments and temporary shelters. Council also authorized Sacramento Housing and Redevelopment Agency (SHRA), on behalf of the City of Sacramento, to execute agreements, documents and contracts with US Department of Housing and Urban Development and the appropriate entities to carry out projects and programs in accordance with the 2021 One Year Action Plan and prior year's Action Plans.
- B. The Housing Authority of the City of Sacramento and their co-applicant, JHC-Vista Nueva LLC (Jamboree Housing Corporation), or related entity (Developer), desires to apply for approximately \$30 million in Homekey Program funds from the California Department of Housing and Community Development. The Vista Nueva development includes the acquisition and conversion of a motel into 106 permanent supportive housing and ten (10) temporary shelter for homeless families/individuals located at 140 Promenade Circle (APN 225-2110-049-0000). Authorization to apply for Homekey funds is subject of a separate Housing Authority resolution.
- C. On May 2021, SHRA, on behalf of the Housing Authority, released a Request for Proposals from owners and developers interested in receiving Project-Based Vouchers (PBV) to serve homeless families/individuals. In June 2021, the Developer applied for and was awarded 106 PBV for permanent supportive/homeless housing units for the Project from SHRA.
- D. In July 2021, the Developer requested gap funds to assist in the acquisition, construction, operation and permanent financing of the Project that will serve as permanent supportive housing and transitional housing for families.

- E. The project has been analyzed in accordance with the California Environmental Quality Act (CEQA) and has been determined to be exempt from CEQA pursuant to CEQA Guidelines §15301.
- F. The project is in the process of being analyzed in accordance with the National Environmental Policy Act (NEPA) and NEPA review will be completed prior to making any choice limiting action. It is anticipated that the review will result in a Finding of No Significant Impact.

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 \$8.995 million Conditional Loan and Grant Commitment is comprised of \$4.13 million in HOME Investment Partnerships Program (HOME) American Rescue Plan (ARP), \$1.72 million in Community Development Block Grant (CDBG) and \$3.2 million in Emergency Solutions Grant (ESG) program funds (Commitment) with the Developer for the acquisition, construction, operation and permanent financing of the Project as Exhibit A is approved and allocated for the Vista Nueva development, which will provide 106 permanent supportive housing units and ten (10) transitional housing units for families, and one exempt management unit.
- Section 3. SHRA is authorized to enter into, execute and amend the Commitment, funding agreement, and related documents for the acquisition, construction, operation and permanent financing of the Vista Nueva development with the Developer, and execute other documents, as approved to form by its Office of the General Counsel, perform other actions required for the HOME ARP, CDBG and ESG funds, including without limitation, negotiation, amendment, subordination, regulatory agreement, financial restructuring, and extensions, consistent with its adopted policy and with this resolution.
- Section 4. SHRA's budget is hereby amended to incorporate \$4.13 million in HOME ARP, \$1.72 million in CDBG and \$3.15 million in ESG program funds for the Vista Nueva development.

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Exhibit A - Loan and Grant Commitment

Adopted by the City of Sacramento City Council on October 12, 2021, by the following vote:

Ayes: Members Ashby, Guerra, Harris, Jennings, Loloee, Schenirer, Valenzuela, Vang, and Mayor Steinberg

Noes: None

Abstain: None

Absent: None

Attest: **Mindy Cuppy** Digitally signed by Mindy Cuppy
Date: 2021.10.13 09:24:15
-07'00'

Mindy Cuppy, City Clerk

The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.



Effective Date: October 12, 2021

Michael Massie, Chief Development Officer
 JHC-Vista Nueva LLC
 c/o Jamboree Housing Corporation
 555 Capitol Mall, Suite 625
 Sacramento, CA 95814

RE: Conditional Loan and Grant Commitment for Vista Nueva Development

Dear Mr. Massie:

On behalf of Sacramento Housing and Redevelopment (Agency), we are pleased to advise you of this Conditional Loan and Grant Commitment (Commitment) of acquisition, construction, operation permanent loan (“Loan”) and grant funds (“Grant”) comprised of the funds listed in the chart below for the purpose of financing the acquisition and rehabilitation of that certain real property known as Vista Nueva located in the City of Sacramento at 140 Promenade Circle, Sacramento, California 95834 (Property).

SHRA Funding Programs	Amount
Acquisition, Construction and Permanent Financing Loans	
HOME Investment Partnerships Program (HOME) American Rescue Plan (ARP)	\$ 4,125,000
Community Development Block Grant (CDBG)	\$ 1,720,000
Subtotal of Loans	\$ 5,845,000
Acquisition, Construction and Operation Grants	
Emergency Solutions Grant (ESG) (Acquisition and Construction) ESG (Operation Reserve)	\$ 1,673,000
	\$ 1,477,000
Subtotal of Grants	\$ 3,150,000
Total SHRA Loans and Grant	\$ 8,995,000
Mental Health Services Act (MHSA) Construction and Permanent Loan (please see separate funding letter)	\$ 2,120,000

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 and Grant are 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 and Grant shall be made on standard Agency loan and grant documents. Loan and Grant 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 and grant 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 **April 30, 2023**, unless a mutually agreed upon extension is made.

1. PROJECT DESCRIPTION: The Vista Nueva (Project) is currently operating as a hotel. Jamboree Housing Corporation (Jamboree) plans to convert the hotel into a multifamily residence to serve homeless and those at risk of homelessness. There will be 117 total units comprised of 63 studio, 39 one-bedroom and 14 two-bedroom units. All studio and one-bedroom units have one bathroom. All two bedroom units have two bathrooms. All units have kitchens. Inclusive of the 117 units, there will be 106 permanent supportive housing units, ten (10) transitional units and one (1) exempt management unit. There will be a total of seventeen (17) Americans with Disabilities Act (ADA) accessible units. Redesign of current hotel office spaces and common areas will also occur to ensure there is appropriate space for property management, resident services and supportive services case management team. No demolition will occur to the building. Jamboree plans to house residents permanently after the renovation utilizing the current building and infrastructure for residential purposes while undergoing minor reconfiguration. These reconfigurations will include ensuring all units meet local, state, federal regulations and residential building codes. The current swimming pool will be retained. Additionally, a new children's playground for ages 3-12 and adolescent play area with fencing and gates, tables and benches, turf ground covering, pet area, ADA parking and paths of travel and landscape will be incorporated.
2. BORROWER AND GRANTEE: The name of the Borrower and Grantee for the Loan and Grant is JHC-Vista Nueva LLC (Jamboree Housing Corporation) or related entity.
3. PURPOSE OF LOAN: The Loan is to be used by Borrower solely to pay the costs of acquisition, construction, operation and 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. PRINCIPAL AMOUNT OF LOAN: The combined principal amount of the Loan will be the lesser of the following:
 - a. Five Million Eight Hundred Forty-Five Thousand Dollars and No Cents (\$5,845,000.00), or
 - b. An amount to be determined prior to close of the Loan based on a project budget approved by Agency.

5. TERM OF LOAN: The Maturity Date of the Loan is 40 years or 480 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. INTEREST RATE OF LOAN: The Loan will bear simple interest at zero percent (0%) per annum. Interest shall be calculated on the basis of a 365-day year and actual number of days elapsed.

7. ANNUAL REPAYMENT OF LOAN: 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. SOURCE OF LOAN FUNDS: Agency is making the Loan from the following sources of funds, and the Loan is subject to all requirements related to the use of such, whether Agency requirements or otherwise: HOME ARP and CDBG. 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. PURPOSE, TERM AND SOURCE OF GRANT: The Three Million One Hundred Fifty Thousand Dollars and No Cents (\$3,150,000.00) Grant will be used by the Grantee solely to pay the costs of acquisition, construction and a three (3) year operation reserve for ten (10) transitional units and such other purposes as the Agency expressly agrees to in the grant agreement for the Grant, and such other agreements as may be generally required by the Agency for the use of the funding source for the Grant. The regulatory term will be for a minimum of three (3) years. The source of the Grant is ESG Program Funds.

10. **Borrower and Grantee acknowledges that, as a condition of the Agency's making of the Loan and Grant, the Property will be subject to restrictions on future sales and rentals which may result in less income to Borrower and Grantee 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/Grantee Initial)



11. ACCELERATION: Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.
12. SECURITY: The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a lien upon the Property and Improvements subject only to 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.
13. LEASE AND RENTAL SCHEDULE: 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.
14. PROOF OF EQUITY: Low Income Housing Tax Credits is not applicable to the project.
15. OTHER FINANCING: Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:
 - a. Such commitments for financing shall not require modification of Agency loan documents, or any term of this commitment letter.
 - b. 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 other agreements.
16. EVIDENCE OF FUNDS: Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Borrower equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency's contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.



17. SOILS AND TOXIC REPORTS: 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, provide 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.
18. 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.
19. PLANS AND SPECIFICATION: 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 disbursement 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, 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.
20. ARCHITECTURAL AGREEMENT: The architectural agreement (Agreement), if any, for the preparation of the plans and specifications and other services shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.
21. CONSTRUCTION CONTRACT: The construction contract (Contract), if any, and any change orders issued thereunder, and the contractor (Contractor) to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency may require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
22. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS: 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.



23. RETENTION AMOUNT: 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.
24. COST BREAKDOWN: Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the 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.

25. COST SAVINGS: 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, 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.
26. START OF CONSTRUCTION: Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than fourteen (14) days following the close of construction financing.
27. COMPLETION OF CONSTRUCTION: Borrower shall complete the construction of the Improvements no later than twelve (12) months (Constriction Period) following the close of construction financing, unless the Notice of Available Funding (NOFA) and/or Guidelines, as amended, for Homekey Program funds dictate a more restrictive Construction Period, or extension is approved by Agency.



28. SECURITY CAMERAS AND OUTSIDE LIGHTING: 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.
29. INSURANCE PROVIDER: Each policy of insurance required under the Loan shall be obtained from a provider licensed to do business in California and having a current Best's Insurance Guide rating of A VII, which rating has been substantially the same or increasing for the last five (5) years, or such other equivalent rating, as may reasonably be approved by Lender's legal counsel.
30. PROPERTY INSURANCE: Borrower shall procure and maintain property 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 \$25,000.00.
31. COMMERCIAL GENERAL LIABILITY AND OTHER INSURANCE:
 Borrower shall carry insurance as set forth below effective prior to the disbursement of the Loan, and such insurance shall be maintained in full force and effect at all times and work is performed in connection with the project. Such insurance coverage must list the Agency as an additional insured, and must be approved in writing by Agency prior to the disbursement of the Loan.
- a. 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;
 - b. Personal injury insurance with the employment exclusion deleted, unless the Agency gives prior written approval for the employment exclusion to remain in the policy;
 - c. 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
 - d. Workers' compensation and all other insurance required under applicable law, in the amount required by applicable law or by Agency, whichever amount is greater.
32. TITLE INSURANCE: Borrower must procure and deliver to Agency an ALTA Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to ALTA endorsement nos. 9.06 and 28 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.

33. 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.
34. PURCHASE OF PROPERTY: Borrower shall provide Agency with copies of all documents relating to Borrower's purchase of the Property.
35. FINANCIAL INFORMATION: During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information and operating statements with respect to the Property and Improvements, as Agency may request.
36. MANAGEMENT AGREEMENT: Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval.
37. 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.
38. RESIDENT SERVICES AGREEMENT: 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:
 - a. Coordinator: Four (4) hours per week (maximum)



- b. After School Programming: Eight (8) hours per week (two hours per day and four days per week, minimum)
 - c. Additional Programming: Balance of minimum three (3) hours per week shall include, but are not limited to:
 - i. Workforce development support and activities.
 - ii. Education classes such as nutrition, exercise, health resources, health insurance application assistance, Annual onsite health fair and ESL classes.
 - iii. Socialization activities such as bingo, gardening and community building events.
 - iv. Other services such as transportation assistance, counseling assistance and employee readiness and job search assistance.
39. LOW INCOME HOUSING TAX CREDITS (LIHTC): LIHTC does not apply to this project.
40. SMOKE-FREE ENVIRONMENT: Fifty percent (50%) 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.
41. DOCUMENTATION: This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
42. CONSISTENCY OF DOCUMENTS: 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.
43. CHANGES OR AMENDMENTS: No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
44. ACCEPTANCE OF THIS COMMITMENT: Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this Commitment at any time prior to Borrower's acceptance.

Signatures appear on the following page.



Sincerely,

La Shelle Dozier, Executive Director

The undersigned acknowledges and accepts the terms and conditions of the Commitment and Scope of Development, and has executed this Commitment as of the Effective Date.

BORROWER and GRANTEE:
JHC-Vista Nueva LLC, a California limited liability company

By: _____
Michael Massie
Chief Development Officer

Attachment:
Exhibit 1 - Scope of Development



Exhibit 1 Vista Nueva Scope of Development

Background

Vista Nueva will be a 106-unit permanent supporting housing development and 10-unit transitional units located at 140 Promenade Circle, Sacramento (Project). The Project site is operating as Staybridge Suites Sacramento Airport Natomas hotel. The hotel was built in 2007 on 2.29 acres. Jamboree plans to utilize the resources from the California Department Housing and Community Development’s (HCD) Homekey Program and Sacramento Housing and Redevelopment Agency (SHRA) to convert the hotel into a multifamily residence for 55 years and transitional units to serve homeless and those at risk of homelessness for a minimum of three (3) years.

Scope of Development

The Project will create 117 total units that consists of 106 permanent supporting housing units comprised of 53 studio, 39 one-bedroom and 14-two bedroom units; ten (10) studio units to serve as transitional housing for family households that include a minor; and one (1) two-bedroom exempt management unit. There will be a total of seventeen (17) Americans with Disabilities Act (ADA) accessible units. The table below provides detail on the unit types and sizes.

Unit Types (Funding Programs)	Studio	One Bedroom	Two Bedroom	Total
Permanent Supporting Housing (Homekey, MHSA, HOME ARP and CDBG)	46	33	12	91
Permanent Supporting Housing (Homekey and MHSA)	7	6	2	15
Transitional Housing (Homekey and ESG)	10	0	0	10
Exempt Management Unit	0	0	1	1
Total Units	63	39	15	117

No demolition will occur to the building and residents will be housed within the current building while the minor rehabilitation is undertaken. Resident and transitional unit interior upgrades include new smoke/carbon detectors, and repairs and renovations to some doors, hardware, GFCI outlets, kitchen appliances, bathroom fixtures and accessories, plumbing, window coverings and paint. Community areas interior upgrades include repairs and renovations to the restrooms, office areas, meetings rooms, lounging and kitchen areas, stairways, and additional laundry sets. Mechanical systems improvements include repairs to the fire suppression, replacement of water heaters where necessary, new lighting in common areas and ADA units, repairs to the fire alarm, and new security controls at building exterior access points and repairs to the HVAC systems.

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

