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SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

December 1, 1980

Housing Authority of the City of Sacramento City Hall, 915 I Street Sacramento, California DEC 1 0 1980

CITY GOVERNING BOARD

Phillip L. Isenberg, Mayor Lloyd Connelly Lynn Robie Blaine H. Fisher Thomas R. Hoeber Douglas N. Pope John Roberts

Daniel E. Thompson

Anne Rudin

City Council City of Sacramento Sacramento, California

Honorable Members in Session:

Preliminary Loan Contracts for Cal 5-23 (16 units, scattered sites) and Cal 5-24 (20 townhouse units)

in Oak Park

COUNTY GOVERNING BOARD

Illa Collin C. Tobias (Toby) Johnson Joseph E. (Ted) Sheedy Sandra R. Smoley Fred G. Wade

EXECUTIVE DIRECTOR
William G. Seline

P.O. Box 1834 Sacramento, CA 95809 630 i Street Sacramento, CA 95814 (916) 444-9210

SUMMARY

SUBJECT:

This report regards authorization for the Interim Executive Director to execute Preliminary Loan Contracts in the amount of \$8,000 for Cal 5-23 and \$10,000 for Cal 5-24. These programs involve the new construction of 16 single family housing units on scattered sites within the Oak Park area (Cal 5-23), and the new construction of 20 family housing units on the west side of 35th Street between 4th and 5th Avenues in the Oak Park area (Cal 5-24).

BACKGROUND

In March 1980 Housing Authority staff responded to DHUD's "Notice of Funding Availability" (NOFA) for new family units in the City of Sacramento. Authorization to submit applications for preliminary loans for these units was approved by the Housing Authority of the City of Sacramento on March 11, 1980 by Resolution No. HA-1780 for Cal 5-23 and Resolution No. 1779 for Cal 5-24. In addition, the applications were approved by the City Council of the City of Sacramento on June 17, 1980 by Resolution No. 80-378 for Cal 5-23 and Resolution No. 80-379 for Cal 5-24.

Upon receipt of DHUD's initial program reservation for these units, staff received authorization from the Housing Authority (August 12, 1980 by Resolution No. 1832) to approve the selection of Bell & Chew, Architects, a Joint Venture, as architects for these two Oak Park housing projects. In order to execute the architectural contract, staff requires

APPROVED BY THE CITY COUNCIL

APPROVED SAGRAMENTO ROUSING AUTHORITY

Date 12/16/80

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OFFICE OF THE CITY CLERK \sim (1)

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Housing Authority City Council City of Sacramento December 1, 1980 Page Two

execution of the preliminary loans and HUD preliminary site approval of the 16 scattered site units and the 20 unit development. With DHUD conventional funding, DHUD authorizes a preliminary loan to cover the costs of plans, specifications and administration prior to execution of the Annual Contributions Contract.

On October 21, 1980 an amended program reservation was received from DHUD for the development of 16 family housing units for Cal 5-23 and 20 family housing units for Cal 5-24 under the conventional new construction program. The preliminary loan is computed at \$500 per unit or \$8,000 for Cal 5-23 and \$10,000 for Cal 5-24. The breakdown of units as approved is: 4 two-bedroom and 12 three-bedroom units for Cal 5-23 and 10 two-bedroom and 10 three-bedroom units for Cal 5-24.

Authorization is requested for the Interim Executive Director to execute the preliminary loans for these units but architectural services cannot begin until preliminary site approval has been obtained from DHUD. Staff has submitted applications for preliminary site approval for 9 sites for Cal 5-23 (10 dwelling units) and for the site of the 20-unit development for Cal 5-24 (see List of Site Applications (Exhibit I) and Parcel Map for Cal 5-24 (Exhibit II). Upon receipt of HUD preliminary site approval, staff will complete negotiations for the architect's scope of work, and Bell & Chew, Architects, will begin preparation of the preliminary plans and specifications for these units.

The anticipated completion schedules for these projects are approximately 21 months for Cal 5-23 and 17 months for Cal 5-24. The attached time charts (Exhibits III and IV) indicate the major steps towards their accomplishment. The time schedules are tentative and subject to change and further refinement.

FINANCIAL DATA

The preliminary loans for Cal 5-23 and for Cal 5-24 are for \$8,000 and \$10,000 respectively. The total project costs for the development of these units are estimated to be \$875,602 for Cal 5-23 and \$1,049,930 for Cal 5-24.

These two projects by themselves will not require the addition of any new staff. After further review, however, one position may be created to provide technical assistance in the development of the entire 420 units of new construction allocated for public housing units in the City and County of Sacramento. This matter will be resolved within the context of the 1981 budget.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Housing Authority City Council City of Sacramento December 1, 1980 Page Three

VOTE AND RECOMMENDATION OF COMMISSION

At its regular meeting of December 1, 1980, the Sacramento Housing and Redevelopment Commission adopted a motion recommending adoption of the attached resolutions by the following vote:

AYES: Coleman, Fisher, Knepprath, Luevano, Serna,

Teramoto, Walton, B. Miller

NOES: None

ABSENT: A. Miller

RECOMMENDATION

The staff recommends adoption of the attached resolutions authorizing the Interim Executive Director to execute Preliminary Loan Contracts in the amount of \$8,000 for Cal 5-23 and \$10,000 for Cal 5-24.

Respectfully submitted,

Welson H. Folgon

WILLIAM H. EDGAR

Interim Executive Director

TRANSMITTAL TO COUNCIL:

WALTER J. STIPE, City Manager

Contact Person: Leo T. Goto

RESOLUTION NO. 1860

Adopted by the Housing Authority of the City of Sacramento

December 16, 1980

RESOLUTION AUTHORIZING EXECUTION OF PRELIMINARY LOAN CONTRACT,
GENERAL DEPOSITARY AGREEMENT AND ISSUANCE
OF PRELIMINARY NOTES
CAL 5-23

WHEREAS, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (herein called the "Local Authority") proposes (1) to enter into a contract (herein called the "Preliminary Loan Contract") with the United States of America (herein called the "Government"); and (2) to enter into an agreement (herein called the "General Depositary Agreement") with BANK OF CALIFORNIA (a member of the Federal Deposit Insurance Corporation, herein called the "Bank"); and (3) to authorize the issuance of its notes as evidence of advances to be made by the Government to the Local Authority pursuant to the Preliminary Loan Contract.

BE IT RESOLVED BY THE LOCAL AUTHORITY, AS FOLLOWS:

Section 1. The Preliminary Loan Contract is hereby approved and the Chairman or Vice Chairman is hereby authorized and directed to execute two counterparts of the Contract on behalf of the Local Authority, and the Secretary of the Local Authority is hereby authorized to impress and attest the official seal of the Local Authority on each such counterpart and to forward said executed counterparts, or any of them, to the Government together with such related supporting documentation as may be required by the Government.

Section 2. The Bank of California and the Local Authority have previously entered into a General Depositary Agreement, form HUD-51999A dated June 10, 1970, which provides for the deposit of specified monies of "...one or more additional low rent housing projects...". The Local Authority hereby determines that pursuant to the terms of the Agreement the aforenamed Bank shall be the Depositary for the project established under this Agreement.

Section 3. The Chairman or Vice Chairman or the Secretary of the Local Authority is hereby authorized to file with the Government from time to time as monies are required, requisitions together with the necessary supporting documents requesting advances to be made on account of the loan provided in the Preliminary Loan Contract, and the proper officers of the Local Authority shall prepare, execute, and deliver to the Government Preliminary Notes hereinafter authorized and shall accept payment therefor from the Government in cash and/or exchange for other notes of the Local Authority, and such persons are authorized to do and perform all other things

SACRAMENTO EQUIRE AUTHORITY
Date 13/16/96

and acts required to be done or performed in order to obtain such advances. Cash proceeds from the sale of all Preliminary Notes shall be deposited and disbursed only in accordance with the provisions of the Preliminary Loan Contract.

Section 4.

- (A) In order to evidence advances made by the Government pursuant to Preliminary Loan Contract and to refund, renew, extend, or substitute for any Preliminary Notes by this Resolution authorized to be issued (or any Preliminary Notes by any other resolution authorized to be issued which are outstanding, or on deposit for delivery pending payment therefor, as of the date this Resolution becomes effective), or for any Temporary Notes issued by the Local Authority, there are hereby authorized to be issued from time to time, Preliminary Notes of the Local Authority in an aggregate principal amount outstanding at any one time (whether authorized by this Resolution or any other resolution authorizing the issuance of Preliminary Notes) equal to the aggregate Estimated Cost of Preliminary Surveys and Planning specified in said Preliminary Loan Contract.
- (B) Each Preliminary Note shall bear interest, and shall be payable, in form and manner as prescribed by the Preliminary Loan Contract and this Resolution; shall be signed in the name of the Local Authority by the Chairman or Vice Chairman; and shall have the official seal of the Local Authority impressed thereon attested by the Secretary of the Local Authority.
- (C) Each Preliminary Note shall be a direct and general obligation of the Local Authority, the full faith and credit of which is hereby pledged for the punctual payment of the principal of and interest on such Notes.
- (D) As additional security for the equal and ratable payment of the principal of and interest on all Preliminary Notes issued pursuant to this Resolution the Local Authority, to the fullest extent permitted by the laws of the State, hereby pledges, mortgages, conveys, and grants, unto the Government, all the real and tangible personal property wheresoever situated which it has acquired or may hereafter acquire in connection with or relating to the low-rent housing undertaken pursuant to the Preliminary Loan Contract. If the preceding sentence shall be adjudged by a court of competent jurisdiction to be invalid or ineffective it is the intention of the Local Authority to be fully obligated under the other provisions of this Resolution and that such judgment shall not impair or invalidate the obligation of the Local Authority to pay the principal of and interest on each Note from other funds of the Local Authority as herein provided.

Section 5. Whenever the following terms, or any of them, are used in this Resolution, the same, unless the context shall indicate another or different meaning or intent, shall be construed, and are intended to have meanings as follows:

- (1) The term "Resolution" shall mean this Resolution.
- (2) All other terms used in this Resolution and which are defined in the Preliminary Loan Contract shall have the respective meanings ascribed thereto in the Preliminary Loan Contract.

Section 6. All resolutions or parts of resolutions here-tofore adopted by the Local Authority which authorize the issuance and/or delivery of Preliminary Notes (sometimes called "Preliminary Loan Notes") pursuant to the Preliminary Loan Contract are hereby repealed: Provided, however, That such repeal shall in no way affect the validity of Preliminary Notes or Preliminary Loan Notes issued pursuant to said resolutions which are outstanding or on deposit for delivery pending payment therefor on the date this Resolution becomes effective.

Section 7: This Resolution shall take effect immediately.

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ATTEST:					
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		SEC	CRETARY		:

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Section 7. This Resolution shall take effect immediately.

		MAYOR
ATTEST		
	CLERK	

RESOLUTION NO. 80-827

Adopted by The Sacramento City Council on date of

December 16, 1980

RESOLUTION AUTHORIZING EXECUTION OF PRELIMINARY LOAN CONTRACT,

GENERAL DEPOSITARY AGREEMENT AND ISSUANCE OF PRELIMINARY NOTES

CAL 5-23

WHEREAS, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (herein called the "Local Authority") proposes (1) to enter into a contract (herein called the "Preliminary Loan Contract") with the United States of America (herein called the "Government"); and (2) to enter into an agreement (herein called the "General Depositary Agreement") with BANK OF CALIFORNIA (a member of the Federal Deposit Insurance Corporation, herein called the "Bank"); and (3) to authorize the issuance of its notes as evidence of advances to be made by the Government to the Local Authority pursuant to the Preliminary Loan Contract.

BE IT RESOLVED BY THE LOCAL AUTHORITY, AS FOLLOWS:

Section 1. The Preliminary Loan Contract is hereby approved and the Chairman or Vice Chairman is hereby authorized and directed to execute two counterparts of the Contract on behalf of the Local Authority, and the Secretary of the Local Authority is hereby authorized to impress and attest the official seal of the Local Authority on each such counterpart and to forward said executed counterparts, or any of them, to the Government together with such related supporting documentation as may be required by the Government.

Section 2. The Bank of California and the Local Authority have previously entered into a General Depositary Agreement, form HUD-51999A dated June 10, 1970, which provides for the deposit of specified monies of "...one or more additional low rent housing projects...". The Local Authority hereby determines that pursuant to the terms of the Agreement the aforenamed Bank shall be the Depositary for the project established under this Agreement.

Section 3. The Chairman or Vice Chairman or the Secretary of the Local Authority is hereby authorized to file with the Government from time to time as monies are required, requisitions together with the necessary supporting documents requesting advances to be made on account of the loan provided in the Preliminary Loan Contract, and the proper officers of the Local Authority shall prepare, execute, and deliver to the Government Preliminary Notes hereinafter authorized and shall accept payment therefor from the Government in cash and/or exchange for other notes of the Local Authority, and such persons are authorized to do and perform all other things and acts required to be done or performed in order to obtain such advances. Cash proceeds from the sale of all Preliminary Notes shall be deposited and disbursed only in accordance with the provisions of the Preliminary Loan Contract.

APPROVED BY THE CITY COUNCIL

DEC 16 1980

Section 4.

- (A) In order to evidence advances made by the Government pursuant to Preliminary Loan Contract and to refund, renew, extend, or substitute for any Preliminary Notes by this Resolution authorized to be issued (or any Preliminary Notes by any other resolution authorized to be issued which are outstanding, or on deposit for delivery pending payment therefor, as of the date this Resolution becomes effective), or for any Temporary Notes issued by the Local Authority, there are hereby authorized to be issued from time to time, Preliminary Notes of the Local Authority in an aggregate principal amount outstanding at any one time (whether authorized by this Resolution or any other resolution authorizing the issuance of Preliminary Notes) equal to the aggregate Estimated Cost of Preliminary Surveys and Planning specified in said Preliminary Loan Contract.
- (B) Each Preliminary Note shall bear interest, and shall be payable, in form and manner as prescribed by the Preliminary Loan Contract and this Resolution; shall be signed in the name of the Local Authority by the Chairman or Vice Chairman; and shall have the official seal of the Local Authority impressed thereon attested by the Secretary of the Local Authority.
- (C) Each Preliminary Note shall be a direct and general obligation of the Local Authority, the full faith and credit of which is hereby pledged for the punctual payment of the principal of and interest on such Notes.
- (D) As additional security for the equal and ratable payment of the principal of and interest on all Preliminary Notes issued pursuant to this Resolution the Local Authority, to the fullest extent permitted by the laws of the State, hereby pledges, mortgages, conveys, and grants, unto the Government, all the real and tangible personal property wheresoever situated which it has acquired or may hereafter acquire in connection with or relating to the low-rent housing undertaken pursuant to the Preliminary Loan Contract. If the preceding sentence shall be adjudged by a court of competent jurisdiction to be invalid or ineffective it is the intention of the Local Authority to be fully obligated under the other provisions of this Resolution and that such judgment shall not impair or invalidate the obligation of the Local Authority to pay the principal of and interest on each Note from other funds of the Local Authority as herein provided.

Section 5. Whenever the following terms, or any of them, are used in this Resolution, the same, unless the context shall indicate another or different meaning or intent, shall be construed, and are intended to have meanings as follows:

- (1) The term "Resolution" shall mean this Resolution.
- (2) All other terms used in this Resolution and which are defined in the Preliminary Loan Contract shall have the respective meanings ascribed thereto in the Preliminary Loan Contract.

Section 6. All resolutions or parts of resolutions heretofore adopted by the Local Authority which authorize the issuance and/or delivery of Preliminary Notes (sometimes called "Preliminary Loan Notes") pursuant to the Preliminary Loan Contract are hereby

RESOLUTION NO. 1861

Adopted by the Housing Authority of the City of Sacramento

December 16, 1980

RESOLUTION AUTHORIZING EXECUTION OF PRELIMINARY LOAN CONTRACT,

GENERAL DEPOSITARY AGREEMENT AND ISSUANCE OF PRELIMINARY NOTES

CAL 5-24

WHEREAS, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (herein called the "Local Authority") proposes (1) to enter into a contract (herein called the "Preliminary Loan Contract") with the United States of America (herein called the "Government"); and (2) to enter into an agreement (herein called the "General Depositary Agreement") with BANK OF CALIFORNIA (a member of the Federal Deposit Insurance Corporation, herein called the "Bank"); and (3) to authorize the issuance of its notes as evidence of advances to be made by the Government to the Local Authority pursuant to the Preliminary Loan Contract.

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APPROVED SACRAMENTO EOLGIEG AUTHORITY

Date __

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- (D) As additional security for the equal and ratable payment of the principal of and interest on all Preliminary Notes issued pursuant to this Resolution the Local Authority, to the fullest extent permitted by the laws of the State, hereby pledges, mortgages, conveys, and grants, unto the Government, all the real and tangible personal property wheresoever situated which it has acquired or may hereafter acquire in connection with or relating to the low-rent housing undertaken pursuant to the Preliminary Loan Contract. If the preceding sentence shall be adjudged by a court of competent jurisdiction to be invalid or ineffective it is the intention of the Local Authority to be fully obligated under the other provisions of this Resolution and that such judgment shall not impair or invalidate the obligation of the Local Authority to pay the principal of and interest on each Note from other funds of the Local Authority as herein provided.

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Section 7: This Resolution shall take effect immediately.

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		SECRETARY			

RESOLUTION NO. 80-828

Adopted by The Sacramento City Council on date of

December 16, 1980

RESCLUTION AUTHORIZING EXECUTION OF PRELIMINARY LOAN CONTRACT,
GENERAL DEPOSITARY AGREEMENT AND ISSUANCE
OF PRELIMINARY NOTES
CAL 5-24

WHEREAS, the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (herein called the "Local Authority") proposes (1) to enter into a contract (herein called the "Preliminary Loan Contract") with the United States of America (herein called the "Government"); and (2) to enter into an agreement (herein called the "General Depositary Agreement") with BANK OF CALIFORNIA (a member of the Federal Deposit Insurance Corporation, herein called the "Bank"); and (3) to authorize the issuance of its notes as evidence of advances to be made by the Government to the Local Authority pursuant to the Preliminary Loan Contract.

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ATTEST

CLERK

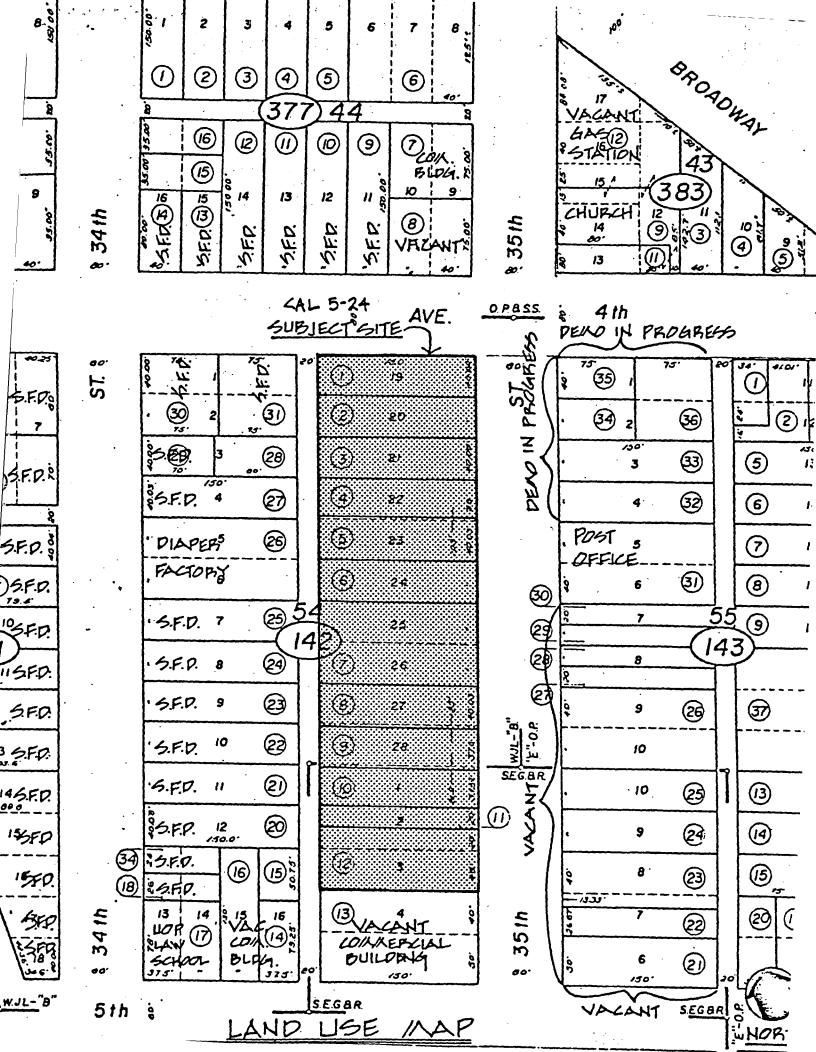
SITE APPLICATIONS FOR CAL 5-23 AND CAL 5-24

CAL 5-23

COUNTY ASSESSOR'S PARCEL NO.	ADDRESS	D.U.	STATUS OF OWNERSHIP
014-161-28	2943 42nd St.	1	Private/Agreement for Sale Executed
010-305-07	lst Ave. between Alhambra & 32nd St.	1 .	Private/Agreement for Sale Executed
014-184-18	Santa Cruz & 8th Ave. (NW corner)	1	Private/Agreement for Sale Executed
20-206-08	Next to 3419 21st Ave.	1	City
30-043-25	Next to 3949 & 4009 32nd St.	1	City
14-101-23/24	3999 3rd Ave.	2	Redevelopment Agency - City
10-385-09	3661 4th Ave.	1	Private/PHA optioned
10-384-07	3642 2nd Ave.	1	Private/PHA optioned
20-072-26/27	3900 14th Ave.	1	City
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CAL 5-24

13-142-1 thru 12	35th St. between 4th & 5th Ave. (see parcel map attached)	20	Parcels 1 thru 6 are owned by the Redevelopment Agency. Parcels 6 thru 12 the Agency is in the process of acquiring thru continuing negotiations or legal pro- ceedings
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(16 Units, Scattered, Oak Park)
PROPOSED TIME SCHEDULE
CAL 5-23 START DATE 8-1-80

SEPT UG DEC OCT NOV JAN FEB MAR APR JUN SEPT MAY JUL AUG OCT NOV

PROJECT PLANNING CONFERENCE

PRELIMINARY SITE(S) APPROVAL *

ARCHITECT SUBMITS SCHEMATIC DESIGN DOCUMENTS

EST

ESTIMATED PROJECT CONSTRUCTION COST

DEVELOPMENT PROGRAM

REVIEW DEVELOPMENT PROGRAM 6 PROCESS ACC

ACC EXECUTION - HUD

ACC EXECUTION - SHRA.

SITE(S) ACQUISITION

Egin Aranali Chad

CONSTRUCTION & BID DOCUMENTS

PHA and HUD REVIEW & APPROVAL OF FINAL PLANS & SPECIFICATIONS

ADERTISEMENT FOR BIDS

BID RECEIPT & OPENING

AWARD OF CONTRACT TO RESPONSIBILE CONTRACTOR

PRECONSTRUCTION CONFERENCE

NOTICE TO PROCEED ISSUED TO CONTRACTOR

CONSTRUCTION (APPROXIMATELY 9 MONTHS)

Lapse caused by DHUD delay in processing Preliminary Site Approval

PROPOSED TIME SCHEDULE

CAL 5-24 DATE START: 8-1-80

AUG SEPT OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC

PROJECT PLANNING CONFERENCE

PRELIMINARY SITE(S) APPROVAL * ARCHITECT SUBMITS SCHEMATIC DESIGN ESTIMATED PROJECT CONSTRUCTION COST DEVELOPMENT PROGRAM REVIEW DEVELOPMENT PROGRAM & PROCESS ACC ACC EXECUTION - HLD ACC EXECUTION - SHRA SITE(S) ACQUISITION CONSTRUCTION & BID DOCUMENTS PHA and HID REVIEW & APPROVAL OF FINAL PLANS & SPECIFICATIONS ADVERTISEMENT FOR BIDS BID RECEIPT & OPENING AWARD OF CONTRACT TO RESPONSIBLE CONTRACTOR PRECONSTRUCTION CONFERENCE. NOTICE TO PROCEED ISSUED TO CONTRACTOR

CONSTRUCTION (APPROXIMATELY 9 MONTHS)

EXHIBIT IV